



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
February 20, 2024, at 1:30 p.m.

Board Room

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

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website (Public Information) for the ZOOM link and/or ZOOM dial-in instructions on how to participate and/or view this meeting.

OUR PURPOSE

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

OUR MISSION

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

22nd DAA BOARD OF DIRECTORS

Frederick Schenk, President

Michael Gelfand, 1st Vice President
G. Joyce Rowland, 2nd Vice President
Mark Arabo, Director
Lisa Barkett, Director

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

Chief Executive Officer
Carlene Moore

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

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the 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.

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. Public comments on agenda items will be accepted during the meeting as items are addressed.



22nd District Agricultural Association Board of Directors Meeting
AGENDA
February 20, 2024 at 1:30 p.m.

1. **CALL TO ORDER** – PRESIDENT FREDERICK SCHENK
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 January 9, 2024** 6-11
 - **Contract Awards & Approvals** 12-26
 - **Standard Agreements to Award from Competitive Solicitation**
24-003 Fire Alarm, Sprinkler & Suppression Systems; 24-005 Advertising Agency for Fair Media Buying
 - **Sponsorship Agreements**
~~SPO-24-006 Anheuser-Busch; SPO-24-002 Anheuser-Busch~~

4. **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.

5. **EXECUTIVE REPORT** – CEO Carlene Moore
 - **Operational Announcements** Verbal
 - Volleyball Premises Update (Informational) 27-28
 - 1. REV-15-008-41 AM5 SET Spike, LLC dba Wave Volleyball (Action) 29-30
 - **Industry News & Updates**
 - IAFE and WFA Awards (Presentation) 31-32
 - Community Inclusion IAFE Presentation Verbal

- **Review of Contracts Executed per CEO Delegation of Authority (Informational)**
 - **Standard Agreements**
24-002 HITS Del Mar Leasing; 24-008 Fair-ly Decent Promotions; 23-062 AM1 Jag Tag Enterprises, 24-010 Noise New Media; 24-906 SET Spike LLC dba Wave Volleyball
 - **Sponsorship Agreements**
SPO-24-003 Albertsons Companies LLC; SPO-24-005 Entravision; SPO-24-020 Davis Elen Advertising for the San Diego Toyota Dealers; SPO-24-064 DSI dba Global Marketing on behalf of DirecTV; SPO-24-033 Aqua Paradise; SPO-24-049 Cigma
 - **Event Agreements**
24-442 Scott William Bass, Inc.; 24-445 Harvest Festival; 24-446 Gem Faire; 24-447 Westward Expos; 24-448 Rancho Santa Fe Democratic Club; 24-449 Rancho Santa Fe Democratic Club; 24-450 SnowJam LLC; 24-451 Greater SD Hunter Jumper Association; 24-452 Susan G. Komen Breast Cancer Foundation Inc.; 24-453 Pinery Christmas Trees LLC
 - **2024 San Diego County Fair Judging Agreements**
24-01J Wayne Adriance Belding; 24-02J James Joseph Bileti; 24-03J Emily Bloom; 24-04J Breanne Cohen; 24-05J Therese Marie Dutton; 24-06J Rusty F. Folena; 24-07J Michael Franz; 24-08J Tim McDonald; 24-09J Gary Parker; 24-10J Christopher Sawyer; 24-11J Don Jeffrey Slankard; 24-12J Kevin Walsh; 24-13J Tami Wong Quinn
 - **2024 San Diego County Fair Entertainment Agreements**
24-1200 Southern CA Horseman's Council; 24-1001 Love Productions f/s/o Arrival from Sweden: The Music of ABBA; 24-1020 David Brock f/s/o Wild Child; 24-1016 ADS Music LLC f/s/o Billy Nation Tribute; 24-1011 The Empire Agency f/s/o Sammy Johnson; 24-1018 Kimzey McGrath f/s/o L.A. Sound Machine; 24-1013 33 West f/s/o Wannabe; 24-1017 Knight Music Group LLC f/s/o MINIKISS; 24-1002 Fuzion, Inc f/s/o The Dreamboats; 24-1003 Boostive; 24-1004 Fuzion, Inc f/s/o Son of a Gun: GN'R Tribute; 24-1005 Fuzion, Inc f/s/o Boy Band Review; 24-1019 Michael Nieland f/s/o The Police Experience; 24-1006 Fuzion, Inc f/s/o Ultimate Elvis: Victor Trevino; 24-1010 Mint Talent Group f/s/o Arise Roots; 24-1007 Fuzion, Inc f/s/o Bee Gees Gold: The Tribute; 24-1015 All Over Again Productions, LLC f/s/o James Garner Tribute to Johnny Cash; 24-1021 VP World, Inc. p/k/a Village People; 24-1035 Papa Doo Wa Run (Tribute to Beach Boys); 24-1008 Yessah Touring, LLC f/s/o Iam Tongi; 24-1012 Fuzion, Inc f/s/o Duets, Divas on Fire! Tina & Whitney; 24-1070 Motorsport Production Services; 24-1078 Burn Institute; 24-1068 Social Artistry LLC; 24-1072 OutAt Inc; 24-1073 M.A.N.D.A.T.E. Records Inc; 24-1082 Great American Entertainment Company LLC; 24-1051 Trapeze Co. LLC/The Flying Royals; 24-1052 Swifty Swine; 24-1053 Nerveless Nocks Inc; 24-1054 Fusion Talent Group; 24-1055 Hilla Hula Hoop Extraordinaire; 24-1056 Nancy Riegler's Bird Show; 24-1057 Terry Godfrey; 24-1059 My Fun Show LLC; 24-1060 Matt Baker; 24-1061 Tom Griesgraber; 24-1076 Drew Miller; 24-1079 Jason Love Comedy; 24-1083 El Sueno Enterprises, LLC dba Chris Diaz Music; 24-1071 iLuminate Productions, LLC; 24-1075 The Stickmen Project//CAA (Creative Artist Agency); 24-1077 Q Productions Las Vegas, Inc; 24-1081 Paramount Organization, Inc; 24-1058 Patrick Contreras; 24-1062 The Wilder Show; 24-1063 Animal Cracker Conspiracy; 24-1064 Buck Trout Entertainment Corp; 24-1065 Bandaloni; 24-1066 J.International Management; 24-1067 FIREnICE Entertainment; 24-1069 Circus Luminescence LLC; 24-1080 Entertainment Café
 - **Individual Project Agreements (IPA) with California Construction Authority (CCA)**
022-23-100 Del Mar Connection Center; 022-23-487140 San Dieguito Double Track (SDDT) Support

6. **GENERAL BUSINESS**
- A. **Finance Committee Report** – Michael Gelfand, Chair 120-125
1. Consideration and vote on whether to approve the 2024 Capital Expenditures Budget (Action) 126-131
 2. Consideration and vote on whether to approve the proposed Facility Rental Rates beginning in 2025 (Action) 132-133
- B. **Community & Government Relations Committee Report** – Don Mosier, Chair 134
- C. **Fair Operations Committee Report** – Frederick Schenk, Chair 135-137
- Grandstand Agreements Executed per Delegated Authority (Informational)
24-1025 Kolohe Kai; 24-1026 Old Dominion; 24-1009 TLC II Touring, LLC; 24-1027 Pepe Aguilar; 24-1028 Whiskey Myers; 24-1024 Arsenio Hall Communications Ltd f/s/o Arsenio Hall; 24-1029 Kings of Late Night - Jay Leno; 24-1030 Kings of Late Night - Craig Ferguson; 24-1023 Bertam Publishing Company; 24-1031 Little Big Town; 24-1022 Disturbing Tha Peace Touring, Inc f/s/o Ludacris; 24-1032 Los Tucanes; 24-1014 Gravy Train Worldwide, Inc f/s/o Yung Gravy; 24-1033 Taylor Holder; 24-1034 Hombres G
- D. **Strategic Planning Committee Report** – Michael Gelfand, Chair 138
- Discuss next Strategy Session meeting date (Informational)
- E. **Affordable Housing Ad-Hoc Committee Report** – Kathlyn Mead, Chair 139-141
1. Consideration and vote on whether to approve exclusive negotiating rights agreement with the City of Del Mar related to exploring the use of a portion of the Fairgrounds for affordable housing (Action) 142-158
 2. Consideration and vote on a resolution regarding the San Diego Association of Governments (SANDAG) LOSSAN Rail Realignment Project (Action) 159-161
- F. **Consideration and vote to extend Workers Compensation insurance coverage to volunteers, including members of the Board of Directors, while performing their volunteer work for the 22nd District Agricultural Association** (Action) 162-163
7. **MATTERS OF INFORMATION**
- Correspondence 164-203
8. **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. Talley Amusements, Inc., et al., v 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 37-2021-00032169.
 - D. 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.
9. **RECONVENE TO OPEN SESSION**
Report on actions, if any, taken by the Board in closed executive session.
10. **ADJOURNMENT**



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
January 9, 2024

MINUTES

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

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

OFFICERS PRESENT

Frederick Schenk, President
Michael Gelfand, 1st Vice President
G. Joyce Rowland, 2nd Vice President

DIRECTORS PRESENT

Mark Arabo
Lisa Barkett
Don Mosier
Sam Nejabat
Richard Valdez

DIRECTORS ABSENT

Kathlyn Mead

OTHERS PRESENT

Josh Caplan, Deputy Attorney General
Carlene Moore, Chief Executive Officer
Melinda Carmichael, Chief Administrative Officer
Katie Mueller, Chief Operations Officer
Tristan Hallman, Chief Communications Officer
Donna O'Leary, Office Manager

CALL TO ORDER

President Schenk called the meeting to order at 1:32 p.m. with a quorum present.

ROLL CALL

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were present. Director Mead had an excused absence.

CONSENT CALENDAR

PUBLIC COMMENT ON CONSENT CALENDAR (see pages 9-16 of transcript)
Martha Sullivan, Don Beaumont, Hunter Beaumont, Jazmin Machado, Zee Machado

Standard Agreement REV-15-008-041 AM4 was moved to the Executive Report for discussion.

Director Mosier moved to approve the Consent Calendar with the removal of Standard Agreement REV-15-008-041 AM4. Director Gelfand seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 22-26 of transcript)
Martha Sullivan, Jane Cartmill, Anne Rizzo

EXECUTIVE REPORT

Operational Announcements

- The Del Mar National Horse Show will return in 2024 at Horsepark, with a Grand Prix taking place on May 4.
- CEO Moore provided an update on the volleyball premises, explaining the differences between the two volleyball operators while referencing the staff report found on page 42 of the Board packet, and explained the reason for the termination of the previous Del Mar Volleyball Center month-to-month contract and issuance of a new contract, 24-904 Volleyball Premises (Del Mar Volleyball Center aka Fairgrounds Volleyball Center) that is in effect until July 31, 2024.
- ASM Global, the parent company to Premier Food Services, will be acquired by Legends.
- The District is using a new platform for the delmarfairgrounds.com website and has launched an Intranet to provide ease of access to information for employees, called The Hub.
- CEO Moore explained that Standard Agreement REV-15-008-041 AM4 is exercising the remaining option years on the original rental agreement with SET Spike, LLC dba Wave Volleyball to continue operating through August 31, 2025.

Director Mosier moved to approve Standard Agreement REV-15-008-041 AM4. Vice President Rowland seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

PUBLIC COMMENT ON EXECUTIVE REPORT (see pages 53-55 of transcript)
Martha Sullivan

Review of Contracts Executed per Delegation of Authority

CEO Moore clarified that Standard Agreement DAA-21-008-35 AM1 was entered into under delegated authority as a stopgap to ensure ongoing operations of the driving range and miniature golf course while the Board considers Item 6-A-2 on today's agenda as the previous operator agreement expired on December 31, 2023. Contracts are listed on pages 54-55 of the Board packet.

GENERAL BUSINESS

Finance Committee Report – Michael Gelfand, Chair

CEO Moore reviewed the financial reports on pages 120-139 of the Board packet.

Item 6-A-1: Consideration and vote to approve 22-018 Amendment 1 for the Managing Promoter of The Sound, exercising the first of three three-year options.

Chris Goldsmith of Belly Up recapped The Sound's first year, which included 57 events drawing about 70,000 attendees. CEO Moore requested approval to exercise a three-year extension of Belly Up's operation of The Sound.

PUBLIC COMMENT ON ITEM 6-A-1 (see pages 72-73 of transcript)

Martha Sullivan

Vice President Gelfand moved to authorize CEO Moore to exercise the first of three, three-year options for the Managing Promoter of The Sound with Belly Up, and to clarify any operational components in the amendment to ensure public safety and a positive guest experience in the amendment. Vice President Rowland seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-2: Consideration and vote on whether to approve operator agreement with Del Mar Golf Center, Inc. for a multi-year operation of the driving range and miniature golf.

CEO Moore corrected the company name from that listed on the agenda to DMGC Golf Management, Inc., and introduced DMGC Manager, Matt Clay, to address the Board about the changing landscape and competition in golf and DMGC's interest and commitment to keep Del Mar Golf Center relevant in the market.

PUBLIC COMMENT ON ITEM 6-A-2 (see pages 80-81 of transcript)

Martha Sullivan

Vice President Gelfand moved to approve a five-year agreement with five one-year options to renew with DMGC Golf Management, Inc. Director Arabo seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-3: Discuss and vote on whether to approve event agreement with Festival Licensing and Acquisition Corporation for a multi-day live music and entertainment festival branded as KAABOO Del Mar

CEO Moore reported back to the Board on the progress with Festival Licensing and Acquisition Corporation regarding KAABOO Del Mar and previous direction given by the Board pertaining to event cancellation insurance and risk mitigation. CEO Moore requested delegation of authority to negotiate the final details to execute the contract.

PUBLIC COMMENT ON ITEM 6-A-3 (see page 92 of transcript)

Martha Sullivan

Vice President Gelfand moved to authorize CEO Moore to execute a contract with Festival Licensing and Acquisition Corporation for a multi-day live music and entertainment festival branded as KAABOO Del Mar. Director Mosier seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-4: Consideration and vote to approve the 2024 Operating Budget

CEO Moore reviewed the District's proposed Operating Budget summary on page 156 of the Board packet. District staff gave a presentation on the economic outlook, the budget development process, and anticipated revenues and expenditures for 2024.

PUBLIC COMMENT ON ITEM 6-A-4 (see pages 162-163 of transcript)

Martha Sullivan

Vice President Gelfand moved to approve the 2024 Operating Budget. Director Nejabat seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-5: Consideration and vote to approve Out of State Travel

CEO Moore requested approval of out-of-state travel as listed on pages 158-159 of the Board packet with the addition of the International Facility Management Association conference and expo in Boston, Massachusetts.

PUBLIC COMMENT ON ITEM 6-A-5 (see page 166 of transcript)

Martha Sullivan

Vice President Gelfand moved to approve out-of-state travel as presented. Director Mosier seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-6: Consideration and vote to approve the annual Delegation of Authority

CEO Moore requested approval of the annual delegation of authority found on pages 160-161 of the Board packet for contract approval, check signing, and credit card use.

Vice President Gelfand moved to approve the annual delegation of authority. Vice President Rowland seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Community & Government Relations Committee Report – Don Mosier, Chair
Director Mosier reported that the committee met on December 5, 2023, and the discussion focused primarily on how fairgrounds operations are financed.

PUBLIC COMMENT ON COMMUNITY & GOVERNMENT RELATIONS
COMMITTEE REPORT (see page 170 of transcript)
Martha Sullivan

BRIEF RECESS

The Board recessed for a short break at 5:04 p.m. and reconvened at 5:15 p.m.

DMTC Liaison Committee Report – Richard Valdez, Chair
Director Valdez reviewed the proposed 2024 budget for the Del Mar Thoroughbred Club (pages 162-184 of the Board packet) and DMTC President, Josh Rubinstein, and Chief Financial Officer, Mike Ernst, previewed the 2024 summer and fall race meets and projected revenues for 2024.

PUBLIC COMMENT ON DMTC LIAISON COMMITTEE REPORT (see pages 180-
181 of transcript)
Martha Sullivan

Item 6-C-1: Consideration and vote on whether to approve the Del Mar Thoroughbred Club 2024 operating budget.

Director Valdez moved to approve the 2024 budget presented by Del Mar Thoroughbred Club. Director Barkett seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-C-2: Consideration and vote to recommend to the State Race Track Leasing Commission that it exercise the final remaining option of the Del Mar Race Track Operating Agreement under Paragraph 4.1 of that agreement

PUBLIC COMMENT ON ITEM 6-C-2 (see pages 184-192 of transcript)
Jim Coleman, Martha Sullivan, Michael Morton, Oscar De La Torre, Maria Luisa

Director Valdez moved to recommend to the State Race Track Leasing Commission that it exercise the final remaining option of the Del Mar Race Track Operating Agreement under Paragraph 4.1 of that agreement, extending the operating agreement through December 31, 2030. Director Arabo seconded the motion. President Schenk, Vice President Gelfand,

Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Affordable Housing Ad-Hoc Committee Report – Kathlyn Mead, Chair

In Direct Mead's absence, Director Mosier reported that the committee met with SANDAG staff about plans to realign railroad tracks in the LOSSAN corridor off the bluffs in Del Mar, and that SANDAG is continuing to study all options, including a possible realignment of train tracks under or through the fairgrounds. In December 2023, in response to the District's stated concerns about the potential impact to the City of Del Mar's request to site a portion of their affordable housing assignment on District property, the City of Del Mar added a tenth guiding principle to its official position on rail realignment, stating that SANDAG should not pursue any plan that would negatively affect fairgrounds operations and planning needs.

PUBLIC COMMENT ON AFFORDABLE HOUSING AD-HOC COMMITTEE REPORT (see pages 198-199 of transcript)

Martha Sullivan

MATTERS OF INFORMATION

President Schenk announced that Director Valdez is stepping down from the Board of Directors at the end of his term on January 15. Director Valdez will be honored at a future meeting.

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Executive Session at 6:04 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 6:49 p.m. President Schenk reported that the Board considered the advice of counsel on items listed on the Closed Executive Session portion of the agenda and there is nothing to report.

ADJOURNMENT

There being no further business to discuss, President Schenk adjourned the meeting at 6:50 p.m.

Carlene Moore
Chief Executive Officer

ITEM 3 - CONSENT CALENDAR

February 2024

CONTRACT AWARDS AND APPROVALS

Expense Contracts

Standard Agreements to Award from Competitive Solicitation						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
24-003	Low Voltage Fire, Inc. dba Low Voltage Integrated Systems	Fire alarm, sprinkler, and suppression systems	IFB	Year Round	1/10/24 - 1/9/27	\$ 250,000.00
24-005	CSBimpact	Advertising Agency	RFP	Fair	2/21/24 - 2/20/26	\$ 2,760,000.00

Standard Agreements Exercising Option Years						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
N/A						

Standard Agreements Exempt from Competitive Solicitation						
Contract #	Contractor	Purpose	Categorical Exemption / Exception	Effort Type	Term	Amount
N/A						

Sole Source Standard Agreements						
Contract #	Contractor	Purpose	Sole Source Justification	Effort Type	Term	Amount
N/A						

Revenue Contracts over \$250,000 or greater than one year

Sponsorship Agreements						
Contract #	Sponsor	Purpose	Acquisition Method	Effort Type	Term	Amount
SPO-24-006	Anheuser-Busch Sales & Distribution Co.	Anheuser-Busch will be the exclusive partner in the Flavored Malt Beverage category with their product Beatbox. This agreement is for 5 years.	Categorical Exemption	Year Round	STILL IN PROGRESS	STILL IN PROGRESS
SPO-24-002	Anheuser-Busch Sales & Distribution Co.	Anheuser-Busch will take over the exclusive domestic beer partner category. Additionally, they will take one of the craft beer partner positions. This agreement is for 5 years.	Categorical Exemption	Year Round	STILL IN PROGRESS	STILL IN PROGRESS

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-003	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-00
-----------------------------------	---

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Low Voltage Fire, Inc. DBA Low Voltage Integrated Systems

2. The term of this Agreement is:

START DATE

January 10, 2024

THROUGH END DATE

January 9, 2027

3. The maximum amount of this Agreement is:

\$250,000.00

Two Hundred Fifty Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment I	Pricing Tables	3
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.)

Low Voltage Fire, Inc. DBA Low Voltage Integrated Systems

CONTRACTOR BUSINESS ADDRESS

1090 Joshua Way, Suite A

CITY

Vista

STATE

CA

ZIP

92081

PRINTED NAME OF PERSON SIGNING

Mary Arguijo

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-003	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-00
----------------------------	--

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement. The Standard Terms and Conditions which shall be incorporated and will become a part of any contract awarded pursuant to this IFB. All terms are fixed and non-negotiable.

The contract term shall be for three (3) years with two (2), one-year options to renew, at the sole and absolute discretion of District. The initial contract term is anticipated to begin January 10, 2024 and run through January 9, 2027. The last option year expires January 9, 2029. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

- B. Contractor agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, a California state institution ("District"), with the services described below:

The Contractor shall provide Fire alarm/sprinkler testing and monitoring services for the District. At the direction of District Management, the Contractor shall provide fire alarm/sprinkler/suppression testing and monitoring in accordance with applicable National Fire Protection Association (NFPA) standards and the specifications herein.

- C. Services may be provided on any day of the week, including weekends and holidays. The Contractor will work for up to 8 hours per day in accordance with the rates outlined in the Pricing Table. Overtime rates shall only apply after 8 hours of work in a single day. The Contractor shall ensure that any staff assigned to this project does not work outside their normal 8-hour day, or incur overtime to complete the tasks outlined in this Agreement without prior approval.

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

22 nd District Agricultural Association	Contractor: Low Voltage Integrated Systems
Attention: Kaitlyn Thorn	Attention: Mary Arguijo
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 1090 Joshua Way Ste A Vista, CA 92081
Phone: (858) 755-1161 X4298	Phone: (760) 598-4410
Email Address: kthorn@sdfair.com	Email Address: marya@sdlvis.com

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

**EXHIBIT A
SCOPE OF WORK**

2. WORK TO BE PERFORMED BY CONTRACTOR:

A. Fire Alarm System Monitoring

Provide twenty-four (24) hour system monitoring from Contractor's Underwriters Laboratories (U.L.) Certified Monitoring System. Contractor shall notify and dispatch responding fire department on fire alarm activity and notify call list individuals on alarms, as requested by the District.

B. Fire Dialer Panel Alarm System Annual Test & Inspection

Contractor shall provide annual test and inspection of the Fire Alarm System performed by factory trained technicians and in accordance with NFPA 72 and Title 19, including diagnostic tests of control panel equipment auxiliary/ monitoring functions, functional test of audible and visual signaling devices and initiating such as smoke / heat / duct detectors, manual pull stations, water flow & tamper switches and monitor modules. Testing shall also verify control functions of relays for elevator control, fire doors, fire / smoke dampers, etc. Fire Dialer Testing shall include inspection of control panel, batteries and wiring per NFPA 72. Test will include verification of proper signals to central station monitoring center. Contractor shall provide the District with test report and service tagging of system with State Fire Marshal certification.

C. Quarterly Sprinkler System Test & Inspection

Contractor shall perform quarterly water flow & tamper switch functional testing and sprinkler system visual inspection per NFPA 25 and State of California Title 19 requirements. Sprinkler testing shall include physically exercising the PIVs, operation on control valves, inspectors test flow at each riser, confirmation of proper signage and tagging system for certification. Contractor shall provide the District with test report and service tagging of system with State Fire Marshal certification.

D. Five-Year Sprinkler Certification per NFPA 25 and State of California Title 19 Requirements

Testing shall include: operation on control valves, inspectors test flow at each riser, confirmation of proper signage and tagging system for certification. Contractor shall provide District with test report and service tagging of system with State Fire Marshal Certification.

The next Five-Year Sprinkler Certification is due in 2028 and would be executed during the first extension of the contract, should the District elect to exercise option.

E. Annual Inspection and Testing of Fire Hydrant Systems per NFPA 25, as Amended by CCR, Title 19 to Include the Inspection and Testing of:

- a. Observe that hydrant is visible and free of visual obstructions
- b. Flow water for 60 seconds or until water clean
- c. Record hydrant pressure (PSI)
- d. Record hydrant flow (GPM)

EXHIBIT A SCOPE OF WORK

- e. Observe water drains completely within 60 seconds
- f. Lubricate stems, caps and inspect gaskets
- g. Observe hydrant is free from leaks
- h. Record results as record of inspection

F. Semi-Annual Clean Agent System Inspection

Contractor shall provide semi-annual inspection, testing, and documentation of the District's fire suppression system for proper operation performed by a factory trained competent personnel per NFPA 2001, and NFPA 72 including inspection and testing of control panels and graphic annunciators, visual inspect of smoke/heat sensors, test all audible and visual alarms, inspect agent quantity and pressure, inspect bracketing and bracing, and annual cleaning of the smoke/heat sensors.

District has four Clean Agent Systems: three Argonite Systems, and two FM-200 Systems.

G. Pre-Action Fire Sprinkler System Inspection

Contractor shall provide quarterly inspection, testing, and documentation of the District's fire suppression system for proper operation performed by a factory trained competent personnel per NFPA 25 including inspection of the gauges, alarm devices, hydraulic nameplate, sprinklers, alarm valves, and pre-action valves. Perform annual inspection of the piping, hangers, and seismic bracing, alarm devices, main drain test, supervisory switches, and pre-action valves.

District has one Pre-Action Sprinkler System.

H. Service Maintenance and Repairs

Contractor shall perform diagnostic and repair services on the District's fire alarm, sprinkler, and fire suppression systems as requested and as directed by District's Facilities Director. **Contractor must respond to emergency requests within thirty (30) minutes during normal business hours, after hours, weekends, and holidays.**

Contractor agrees to provide a written quote for approval by the District prior to performing any repair(s) or the initiation of any additional services.

3. DISTRICT EQUIPMENT DETAILS

A. Fairgrounds Equipment Manufacturer, Account Numbers and Locations:

- Grinnell-Auto Call Panel - A21-3107 - Stable area (Barn K panel)
- Honeywell - A21-3108 – The Sound (formerly Surfside Place)
- Notifier NFS -620A21-3109 - Arena
- Bosch - A21-3110 - Barn "W"

EXHIBIT A
SCOPE OF WORK

- Notifier Honeywell with Fire Lite Voice Panel - A21-3111 - multiple locations on one dialer: Front-Side Housing and the O'Brien Hall. Panel located in the O'Brien Hall (north wall west end of building).
- Notifier AFP-200 - A21-3112 - Activity Center
- Notifier AFP-200 -A21-3113 - Expo Center (Livestock Barn during the Fair)
- Edwards Panel - A21-3114 - Wyland Center
- Simplex 4100U Panel - A21-3115 – Grandstand/Mission Tower/22nd DAA Admin Office/DMTC Admin Office/Caballo Hall

**EXHIBIT A
 SCOPE OF WORK**

B. Fairgrounds Device Count and Locations:

	Stable Area	The Sound	Arena	Barn W	O'Brien	Activity Center	Expo Center	Wyland Hall	Exhibit Hall	Grandstand*+	Mission Tower+	22nd DAA Admin Office+	DMTC Admin Office+	Caballo Hall+
Pull Stations	2	10	21	3	8	5	11	15	0	86	8	6	9	9
Horns & Strobes	2	10	21	3	8	5	11	34	0	271	12	10	14	14
Water Flow (WF)	36	2	2	1	2	1	1	1	2	18	1	1	1	1
Risers	36	2	2	1	2	1	1	1	2	5	1	1	1	1
Tamper Switch	8	2	0	1	2	1	1	1	0	16	1	0	0	0
Smoke Detectors (SD)	0	7	2	0	0	42	3	17	0	232	4	3	3	0
Heat Detectors (HD)	0	1	0	0	0	13	2	2	0	6	0	0	0	0
Duct Detectors (DD)	0	4	0	0	0	3	0	3	0	6	2	0	0	0
Positive Indicator Valve (PIV)	18	1	0	0	0	0	0	0	2	5	1	1	0	1
Track SPV	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Trbl Mon	1	1	1	1	1	1	1	1	0	1	0	0	0	0
Cont Rel	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Monitor	1	1	1	1	1	1	1	1	0	1	0	0	0	0

*Grandstand includes 6th Floor to 1st Floor, Tunnel, Elevators, 17 Hands Concessions, and Ballast Point Concessions

+Grandstand, Mission Tower, 22nd DAA Admin Office, DMTC Admin Office, and Caballo Hall are all on the Simplex4100U Panel

**EXHIBIT A
 SCOPE OF WORK**

C. Fire Hydrants

There are 38 fire hydrants on the District Property

Number	Location
1	Waste Water Treatment Plant
2	Northwest Corner Grandstand
3	Southeast Mission Tower
4	Northwest Exhibit Hall
5	Carnival Lot Bathrooms
6	Red Lot #1
7	Red Lot #2
8	Northeast Exhibit Hall
9	Northeast Bing Crosby Hall
10	Northeast DMTC Admin
11	North Side Grandstand by Track
12	Northeast Grandstand by Tunnel
13	Frontside Housing
14	Northwest Arena
15	Northwest The Sound
16	East Side The Sound
17	North side BB Barns
18	North DD Barns #1
19	North DD Barns #2
20	North H Barns
21	North J Barns
22	North K Barns
23	North LL Barns
24	North M Barns
25	North Q Barns
26	North RR Barns
27	North U Barns #1
28	North U Barns #2
29	Surf & Turf

D. Fairgrounds Fire Suppression Systems & Locations

- Caballo Hall/Telecom Office “Switch Room”: Argonite System
- Grandstand 6th Floor Video Room: Argonite System
- Grandstand 6th Floor Audio Room: Argonite System
- Grandstand 6th Floor Roof Top: FM-200 System
- Grandstand 1st Floor IT Room: FM-200 System
- Caballo Hall/Telecom Office “Frame Room”: Pre-Action Sprinkler System

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-005	PURCHASING AUTHORITY NUMBER (If Applicable) GL Acct 520-100-30, 600-100-30
-----------------------------------	--

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

Cerasoli Stafford LLC DBA CSBimpact

2. The term of this Agreement is:

START DATE

February 21, 2024

THROUGH END DATE

February 20, 2026

3. The maximum amount of this Agreement is:

\$2,760,000.00

Two Million Seven Hundred 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	4
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Pricing Tables	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.)

Cerasoli Stafford LLC DBA CSBimpact

CONTRACTOR BUSINESS ADDRESS

PO Box 9186

CITY

Rancho Santa Fe

STATE

CA

ZIP

92067

PRINTED NAME OF PERSON SIGNING

Robert Cerasoli

TITLE

Managing Partner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-005	PURCHASING AUTHORITY NUMBER (If Applicable) GL Acct 520-100-30, 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

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. CSBimpact, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with advertising agency services as described herein.
- C. The services shall be performed primarily remotely at Contractor’s location. However, Contractor may be **required to attend onsite meetings prior to and during the San Diego County Fair.**
- D. The initial contract term shall be for two years, with the possibility of three (3) one-year options to renew. The contract is subject to annual evaluation and certification that Contractor has met all contract requirements. District may decide, in its sole and absolute discretion, whether to exercise any option under the contract.
- E. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	CSBimpact
Name: Jennifer Hellman, Marketing Director	Name: John Wilson III
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: PO Box 9186 Rancho Santa Fe, CA 92067
Phone: (858) 792-4227	Phone: (858) 531-6823
e-mail: jhellman@sdfair.com	e-mail: john@csbimpact.com

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

2. WORK TO BE PERFORMED BY CONTRACTOR:

A. Background and Goals

District is seeking a qualified agency to create and execute, in partnership with District’s marketing and communications team, a paid media campaign that will increase interest in, enthusiasm for, and attendance at the San Diego County Fair, as measured by ticket sales, website visitors, and survey data.

Contractor will have a proven track record of advertising that efficiently and creatively reaches core audiences and must illustrate innovative thinking that uniquely positions the San Diego County Fair as a not-to-be-missed summer attraction.

EXHIBIT A SCOPE OF WORK

AUDIENCE

The San Diego County Fair's appeal is universal, meaning there is truly something for everyone at the event. Survey data shows 1 in 4 people living in San Diego County attend the annual Fair, with many making it an annual family tradition.

Primary target for both the general market and Hispanic (both English and Spanish-speaking) audiences is adults 18-34, with a strong secondary market being adults 35-54. The audience skews slightly female. The majority of attendees reside in the San Diego DMA, with secondary markets including Temecula/Riverside, southern Orange County and northern Baja California.

Diversity, equity and inclusion (DEI) is a core focus for the Fair and inclusive advertising buys are mandatory. Hispanic, Black, Asian and LGBTQ+ communities show a high affinity for the Fair, and the Fair hosts events and featured entertainers geared towards welcoming these communities.

B. Tasks and Deliverables

Contractor shall be responsible for gathering and presenting relevant insights for the Fair's key markets, planning and placing media, arranging trade agreements and value-added promotions, trafficking creative assets, optimizing campaign throughout the flight, reconciling affidavits and invoices, and reporting on the results of the campaigns at the conclusion of the season.

District's fiscal year is January 1 to December 31, with the flight for the San Diego County Fair airing March through July. The 2024 San Diego County Fair runs June 12 through July 7 (closed Mondays and Tuesdays) and tickets are sold online in advance. Fair admission, parking and Grandstand concert series tickets will go on sale mid-February.

The media buy is primarily composed of advertising within the San Diego DMA, with secondary markets including the Temecula/Riverside area and Northern Baja California. The annual advertising flight begins as early as mid-February, when admission and Grandstand concert tickets go on sale. Special consideration should be given toward value offers and sponsored promotions, as well as programming tailored to appeal to specific demographics including various music genres, and Hispanic (both English and Spanish-speaking), Asian, Black, Indigenous and LGBTQ+ communities.

Campaign creative will be produced separately and will include both general market and Spanish-language assets.

District will make all final decisions pertaining to advertising, media buying, budgets, and planning. Contractor must obtain District approval prior to making any advertising and media purchases on behalf of District.

EXHIBIT A SCOPE OF WORK

Task 1 – Research

Contractor shall conduct an efficient, comprehensive discovery process including:

- Review of goals, objectives, audience segments, and other foundational elements
- Review of previous campaign performance and other relevant data
- Analyze demographics, geographics, psychographics and behavioral patterns of District's customer base
- Research industry trends and new developments in media strategy, media planning and buying in order to employ new media and new methods as they become available

Contractor shall provide a report on research findings that demonstrates a clear understanding of Fair theme, dates, key programs and promotions, target audiences and marketing strategies.

Task 2 – Media Strategy

Contractor shall develop and present strategies for integrated, full-funnel media campaigns for both traditional (print, out-of-home, broadcast television and radio) and new media (digital display, social media, pay-per-click, OTT, audio streaming, etc.) to include:

- First-party data analysis for channel, platform, and partner considerations
- Recommended campaign flight dates, frequency and reach
- Recommended targeting to address District's audience segments
- Recommended KPIs to measure media performance
- Recommended channels and corresponding budgets
- Any considerations for campaign creative and landing page(s)

Task 3 – Media Planning

Contractor shall develop and present media plans to include:

- Recommended media partners, including contact information and rationale for why these partners were selected, including audience size, demographics, behaviors, etc.
- Anticipated performance/impact of each partner
- Recommended spends by media partner
- Creative and innovative value-added promotions including contesting and support of various promotional initiatives
- Trade agreements to expand scope and reach of media buy
- Relay creative asset requirements by media partners with an understanding of specifications in detail to ensure clear communication with the creative team and media partners

Task 4 – Media Buying and Management

Contractor shall manage all communication and transactions with account representatives—including but not limited to insertion orders, traffic instructions, proof-of-

EXHIBIT A SCOPE OF WORK

purchase affidavits, invoices and payments. Contractor shall negotiate competitive rates/terms for cash and trade advertising, as well as added value-added promotions.

Task 5 – Campaign Set-up and Launch

Contractor shall manage all ad fulfillment, including but not limited to media trafficking, tagging, pixel tracking, and creative specifications, trafficking and delivery.

Task 6 – Campaign Optimization and Performance Evaluation

Throughout the campaign, Contractor shall provide continuous management, optimization, and reporting. Contractor shall provide an account dashboard that focuses on data-driven performance insights, and ROI, including but not limited to average ad position, impressions, reach, frequency, clickthroughs, cost per click, cost per thousand and conversion tracking.

Task 7 – Post-Campaign Evaluation

Within 45 days of the completion of the campaign, Contractor shall present a detailed evaluation and debrief with District's in-house marketing staff to review campaign analytics, affidavits of performance, opportunities for improvement and recommendations for the following year. Final report must include original media invoices from each media outlet.



Item 5, Executive Report – Volleyball Premises Update

Background:

At the January 2024 meeting, the Board of Directors was made aware that, since 2015, there have been two entities operating volleyball facilities at the Surf & Turf Recreation campus: Del Mar Volleyball Center AKA Fairgrounds Volleyball Center (DMVC) and SET Spike, LLC dba Wave Volleyball (Wave).

Prior to 2015, DMVC was the sole volleyball operator at the Surf & Turf Recreation Center, operating the free-standing tent location adjacent to the Hilton Del Mar and Interstate 5 on annual agreements since 2002. A principal of DMVC founded Wave, and Wave athletes used the free-standing tent facility. But in 2012, the two groups became distinct and separate entities when the Wave name was sold to other operators. DMVC exclusively sublet the free-standing tent in a separate agreement, with Wave paying rent directly to DMVC. District was not a party to this arrangement or aware of the terms.

Wave expanded its footprint at Surf & Turf Recreation Center in subsequent years and in consideration of the financial investment made to design and build the new indoor facility and sand courts adjacent to the tennis courts and miniature golf courses, on September 1, 2015, District entered into a four-year agreement with Wave that included three, two-year options to renew.

In December 2023, District exercised its right to terminate the agreement with DMVC, without penalty or cause, on thirty (30) days' written notice. At the time, it was with the belief that in accordance with Section 5.4 of the Rental Agreement, all physical changes, alterations, modifications, developments, and improvements DMVC made to the Premises (e.g., free-standing sport tent, with sport court, nets, poles and partition curtains) were District property. However, as identified by DMVC, Section 2 of the Agreement provided for the ground-space rental only, and not the free-standing sport tent, courts, and other equipment. After reviewing the Agreement further, District concurred.

At DMVC's request, District reconsidered its position regarding the 30-day Notice of Termination and the detrimental impact that the imminent removal of the free-standing sport tent would have on the athletes and families of Wave, the sole operational volleyball program in both facilities, should DMVC have been required to vacate the property. District offered a path forward that legally provided for DMVC to sublet exclusively to Wave from January 1 through July 31, 2024, at which time DMVC would be required to remove all property from the premises.

Process/Approach

Effective January 31, 2024, DMVC and District agreed to terminate the rental agreement with the understanding that the free-standing tent, sport court, nets, poles, and partition curtains would remain on site through the termination as DMVC transferred ownership of those items to Wave. To ensure a smooth transition and avoid disruption to the athletes and their families, a month-to-month rental agreement was executed with Wave for the second location, which Wave had previously sublet from DMVC, beginning February 1, 2024, and until such time as the Board could consider an amendment to the multi-year rental agreement.

As of February 1, 2024, Wave is the only volleyball operator at the Del Mar Fairgrounds.

Recommendation

Approve Amendment 5 to Rental Agreement REV 15-008-41 to add the second location to the existing, multi-year agreement concurrent with the terms of Rental Agreement REV 15-008-41 and increasing the rental payment by \$28,336 through August 31, 2024, and by \$51,000 for the period of September 1, 2024 through August 31, 2025.

Environmental/Coastal Commission Review

None.

Fiscal Impact

Revenue to District of \$28,336 through August 31, 2024, and \$51,000 for September 1, 2024 through August 31, 2025.

**RENTAL
AGREEMENT
AMENDMENT**

This Agreement by and between the **22ND DISTRICT AGRICULTURAL ASSOCIATION**, hereinafter called District, and **SET Spike, LLC dba Wave Volleyball**, hereinafter called the Renter, WITNESSETH:

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

1. To add a second location described as **Asphalt Lot, measuring approximately 140’ x 90’ located at the north-east corner of the Surf & Turf facility, east of Jimmy Durante Blvd., on the Del Mar Fairgrounds (“Premises”)**.
2. Renter is responsible for providing, at Renter’s sole expense, free-standing sport tent with sport court, nets, poles, and partition curtains; lights at the entrance and subpanel for all power needs of the facility’ and walkway to the Hilton parking area.
3. The rent for the Asphalt Lot shall be as follows:

<u>Term of Rental</u>	<u>Monthly Rent</u>	<u>Total Due</u>	<u>Due Date</u>
March 1, 2024 – August 31, 2024	\$4,048.00	\$24,288.00	March 1, 2024
September 1, 2024 – August 31, 2025	\$4,250.00	\$51,000.00	Sept. 1, 2024

Rent shall be due in advance of the Due Date and considered late thirty (30) days thereafter.

4. The Rental Agreement is amended to replace section 2.1.4 with the following, which reads in full as follows:

2.1.4 The above rental fees do not include water, sewer, gas or electrical expenses. Renter shall be responsible for utilities, and maintenance of the Premises at its sole cost and expense. Renter shall be responsible for sustaining an energy saving environment. If Renter fails to install separate utility meter, or pay any utility bill, District has the right, but not the obligation to install separate utility meter, and to pay the bill for Renter, and all sums expended by District shall be deemed to be additional rent payable to District upon demand.

5. This Amendment is of no force or effect until duly accepted and signed by both parties. In addition, both parties agree that by signing this Agreement the existing Rental Agreement 24-906 shall become null and void and immediately terminated.

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

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

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

**SET SPIKE, LLC DBA WAVE VOLLEYBALL
P.O. BOX 675850
RANCHO SANTA FE, CA 92067**

BY: _____

BY: _____

NAME/TITLE: Carlene Moore, CEO/General Manager

NAME/TITLE: Doug Forsyth, Manager

DATE: _____

DATE: _____

IAFE & WFA Awards

Entry: (Category)

2023 International Association of Fairs & Expositions (IAFE) Honors

First Place

Agricultural Awards

- Ag Education: (Agricultural individual photo)

Competitive Exhibits

- (New class of competition - timeless (landscape – non-seasonal) in exhibition of photography)

Second Place

Agricultural Awards

- Prevention of Vesicular Stomatitis Virus on animals at the Fair: (Technique/procedure/policy developed by Fair Management to correct an issue or challenge related to an agricultural issue)
- Sunflower Farms: (Newly established or evolving program/exhibit at your fair which promotes agriculture or a current agricultural issue to the fair-going public)

Hall of Communications Contest

- Spanish TV Spot: (Television commercial)
- Gatefold: (Double-sided, Multi-page, or Folded promotional ad)
- Albertsons|Vons payment kiosk Point of Sale Display: (Miscellaneous marketing)

Third Place

Agricultural Awards

- Oasis Camel Dairy & Foundation: (Any other agriculture program/exhibit)

Competitive Exhibits

- "Get Out There" Theme Exhibit: (Creative display (single photo or photo series))
- San Diego International Beer Competition: (Competitive exhibits event/contest/activity occurring during the year)
- Photography Photo Shoot: (Any other competitive exhibits)

2023 Western Fairs Association (WFA) Honors

Special Recognition:

“Community Outreach - Embracing Diversity”
(Accessibility & Multicultural Programs, Feature Award)

First Place

Featured Programs

- "Get Out There": (Overall fair marketing campaign)

Competitive Exhibits

- Marketing & promotion of competitive exhibits programs

- Junior Livestock Auction Operation: (Junior livestock auctions)
- Flower Show Exhibit Walls: (Best solution for a display challenge)

Innovations and Management Excellence

- "Get Out There" (the great outdoors): (Theme program)
- Fair-Tastic Food Competition: (New fairtime event, exhibit or program)
- Emergency Operations Plan: (Emergency procedures manual)
- Oasis Camel Dairy & Bird Show: (New partnership between the fair and business/entertainer)

Media and Marketing

- Save \$3 at Albertsons | Vons: (Single television ad)
- Ahorra \$3 en Albertsons | Vons: (Television ad foreign language)
- Save \$3 at Albertsons | Vons: (Single radio ad)
- Camp Counselor ad series: (Radio ad series)
- Ahorra \$3 en Albertsons |Vons: (Single radio ad foreign language)
- "Get Out There" theme video: (Single social media ad)
- Is There a Blue Ribbon in Your Future?: (Email campaign)
- "Get Out There": (Fair logo)
- Daily Sheets/Maps: (Fair pocket program-schedule)
- Buy Tickets Online: (Fairtime advertising poster)

Photography Competition

- Boy Eating Corn: (Food & beverage)
- Fine Art Wildlife Contest: Exhibits (competitive & educational)

Second Place

Competitive Exhibits

- The Farm: (Agricultural programming)

Innovations and Management Excellence

- Out at the Fair LGBTQ+ Festival: (Small business encouragement & growth)

Media and Marketing

- "Get Out There" campaign: (Television ad series)
- Food & Fun sizzle video: (Social media ad series – Instagram)
- Spanish Fair sizzle video: (Single social media ad foreign language)
- Instagram Rides sizzle video: (Self-produced videos)
- The Sound: (Year-round logo)
- Toyota Summer Concert Series: (Special event logo)
- Grandstand Concert Series: (Fairtime commemorative poster)

Photography Competition

- Hilltop High School Band: (Community outreach)
- Great American Petting Zoo: (Animals)
- Hot Shot Basketball Game: (Carnival)
- Mariachi Rock Revolution: (Entertainment & ground acts)
- Monster Truck Audience: (People at the fair)
- Hair Curler Booth: (Commercial vendor booth)
- Bacon A-Fair Booth: (Food concession stand)

iafe[®] THE NETWORK!

December 12, 2023

Carlene Moore
San Diego County Fair
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

Dear Carlene,

Thank you so much for helping us put on the 132nd Annual IAFE Convention in 2023. What fun we had in Salt Lake City this year, with the S'more Fair Fun event at the Utah State Fairpark, our Educational Experience Options, and an all-new Inspiration Hub! The educational workshops are getting great reviews. Due in part to your role as a Presenter for the Workshop entitled "More Than Recycling – Prioritizing Environmental Stewardship at the Fairgrounds", our attendees are returning home with a wealth of information and ideas to bring to their own fairs, festivals, and expositions.

We're also interested in what your impressions as a speaker were – how did the Convention turn out from your perspective? Was your session format a hit? Do you have recommendations on ways to improve the experience, either for the attendees or for the participants? Good or bad, feel free to email me at katet@fairsandexpos.com with your thoughts.

We genuinely appreciate having you share your experiences, thoughts, and expertise with our members, and we hope you enjoyed it as well. Happy Holidays and best wishes to you and yours in the new year, and we hope to see you again next fall when we put on our 133rd Convention, "Building on Strong Foundations," in Phoenix!

Sincerely,


Kate Turner, CMP
Director of Meetings

KT/mc

*Thank you so much
for sharing not only
education but your team
with us.*

INTERNATIONAL ASSOCIATION OF FAIRS AND EXPOSITIONS

Mailing Address and Physical Address: 3043 E. Cairo, Springfield, MO 65802
Toll Free Telephone: 800.516.0313 • Telephone: 417.862.5771 • Fax: 417.862.0156
E-mail: iafe@fairsandexpos.com • Internet: www.fairsandexpos.com

ITEM 5 - EXECUTIVE REPORT
February 2024

CONTRACT APPROVALS

Review of Contracts to be Executed per Delegated Authority

Expense Contracts per Delegated Authority

Standard Agreements up to \$50,000						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
24-002	HITS Del Mar Leasing	Del Mar National Horse Show Production and Management	Categorical Exemption	Year Round	1/1/24 - 6/1/24	\$40,000.00
24-008	Fair-ly Decent Promotions	Social Media Services	Categorical Exemption	Fair	2/1/24 - 7/8/24	\$12,000.00
23-062 AM1	Jag Tag Enterprises	Communication Training	Categorical Exemption	Year Round	8/1/23 - 1/31/24	\$5,000 AM1 (Total Contract Value: \$10,000)
24-010	Noise New Media	Grandstand Marketing Support	Categorical Exemption	Fair	2/1/24 - 6/30/24	\$0.00

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

Rental Agreements						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
24-906	SET Spike LLC dba Wave Volleyball	Amendment for second location	Categorical Exemption	Fair	2/1/24 - 6/30/24	\$0.00

Sponsorship Agreements						
Contract #	Sponsor	Purpose	Effort Type	Term	Amount	
SPO-24-003	Albertsons Companies LLC	Albertsons returns as the exclusive grocery for the Fair. They will distribute information for tickets to be bought online with a discount.	Fair	6/12/24-7/7/24	\$ 120,000.00	
SPO-24-005	Entravision	Entravision will support the Fair with both commercial avails and content for the Fair. They will also be sponsors of Domingueando En La Feria. They will pay the Fair a fee for any of their sponsors on site.	Fair	5/31/24-7/7/24	\$75,000.00 cash-in-kind and a TBD amount of cash	
SPO-24-020	Davis Elen Advertising for the San Diego Toyota Dealers	Toyota will return as the Summer Concert Series sponsor. They will display their new models and run promotions to support the Fair.	Fair	4/15/24-4/14/25	\$ 192,500.00	
SPO-24-064	DSI dba Global Marketing on behalf of DirecTV	DirecTV will return to the Fair to sell satellite television services.	Fair	6/12/24-7/7/24	\$ 52,500.00	
SPO-24-033	Aqua Paradise	Aqua Paradise will return to the Fair to sell jacuzzi spas.	Fair	6/12/24-7/7/24	\$ 87,500.00	
SPO-24-049	Cigma	Cigma will return to the Fair to sell Tens units, massage guns, and hair appliances.	Fair	6/12/24-7/7/24	\$ 108,500.00	

Event Agreements				
Contract #	Renter	Event Name	Term	Rental Fee
24-442	Scott William Bass, Inc	Surf Board Expo	10/10/24 - 10/13/24	\$ 9,020.00
24-445	Harvest Festival	Harvest Art & Craft Show	10/9/24 - 10/14/24	\$ 16,500.00
24-446	Gem Faire	Gem Faire	10/16/24 - 10/20/24	\$ 13,530.00
24-447	Westward Expos,	Home & Garden Show	10/9/24 - 10/14/24	\$ 8,140.00
24-448	Rancho Santa Fe Democratic Club	Club Meeting	1/11/2024	\$ 120.00
24-449	Rancho Santa Fe Democratic Club	Club Meeting	2/8/24, 3/14/24, 4/11/24, 5/9/24, 9/12/24, 10/10/24, 11/14/24	\$ 490.00
24-450	SnowJam LLC	SnowJam	11/6/24 - 11/10/24	\$ 13,530.00
24-451	Greater SD Hunter Jumper Association	Horse Show	9/24/24 - 9/30/24	\$ 26,840.00
24-452	Susan G. Komen Breast Cancer Foundation Inc.	Breast Cancer Walk	11/12/24 - 11/15/24	\$ 14,520.00
24-453	Pinery Christmas Trees, LLC	Pumpkin Patch	9/23/24 - 10/29/24	\$ 29,700.00

Judging Agreements: Categorical Exemption					
Contract #	Judge	Purpose	Effort Type	Term	Amount
24-01J	Wayne Adriance Belding	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 600.00
24-02J	James Joseph Bileti	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 400.00
24-03J	Emily Bloom	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 250.00
24-04J	Breanne Cohen	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 350.00
24-05J	Therese Marie Dutton	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 600.00
24-06J	Rusty F Folena	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 600.00
24-07J	Michael Franz	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 800.00
24-08J	Tim McDonald	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 600.00
24-09J	Gary Parker	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 250.00
24-10J	Christopher Sawyer	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 600.00
24-11J	Don Jeffrey Slankard	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 250.00
24-12J	Kevin Walsh	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 250.00
24-13J	Tami Wong Quinn	Wine competition judge	Fair	2/24/24 - 2/25/24	\$ 250.00

Entertainment Contracts up to \$500,000

Other Entertainment: Categorical Exemption					
Contract #	Entertainer/Agency	Purpose	Effort Type	Term	Amount
24-1200	Southern CA Horseman's Council	World of Horses facilitator/demonstrations	Fair	6/10/24 - 6/23/24	\$ 30,400.00

Paddock Entertainment: Categorical Exemption				
Contract #	Entertainer/Agency	Summary / Genre	Performance Date	Amount
24-1001	Love Productions f/s/o Arrival from Sweden: The Music of ABBA	Pop	6/12/2024	\$ 25,000.00
24-1020	David Brock f/s/o Wild Child	Rock	6/13/2024	\$ 4,000.00
24-1016	ADS Music LLC f/s/o Billy Nation Tribute	Rock	6/14/2024	\$ 4,000.00
24-1011	The Empire Agency f/s/o Sammy Johnson	Reggae	6/15/2024	\$ 37,000.00
24-1018	Kimzey McGrath f/s/o L.A. Sound Machine	Pop	6/16/2024	\$ 4,000.00
24-1013	33 West f/s/o Wannabe	Pop / Dance / R&B	6/19/2024	\$ 15,000.00
24-1017	Knight Music Group LLC f/s/o MINIKISS	Hard Rock / Heavy Metal	6/20/2024	\$ 7,000.00
24-1002	Fuzion, Inc f/s/o The Dreamboats	50's, 60's & Rock n Roll	6/21/2024	\$ 7,500.00
24-1003	Boostive	Reggae	6/22/2024	\$ 5,000.00
24-1004	Fuzion, Inc f/s/o Son of a Gun: GN'R Tribute	Hard Rock / Heavy Metal	6/23/2024	\$ 7,100.00
24-1005	Fuzion, Inc f/s/o Boy Band Review	Pop	6/26/2024	\$ 11,600.00
24-1019	Michael Nieland f/s/o The Police Experience	Funk / Punk / Pop-Rock	6/27/2024	\$ 3,500.00
24-1006	Fuzion, Inc f/s/o Ultimate Elvis: Victor Trevino	Rock	6/28/2024	\$ 14,000.00
24-1010	Mint Talent Group f/s/o Arise Roots	Reggae	6/29/2024	\$ 10,000.00
24-1007	Fuzion, Inc f/s/o Bee Gees Gold: The Tribute	Pop	6/30/2024	\$ 12,000.00
24-1015	All Over Again Productions, LLC f/s/o James Garner Tribute to Johnny Cash	Country	7/3/2024	\$ 7,000.00
24-1021	VP World, Inc. p/k/a Village People	Disco	7/4/2024	\$ 45,000.00
24-1035	Papa Doo Wa Run (Tribute to Beach Boys)	Rock	7/5/2024	\$ 12,000.00
24-1008	Yessah Touring, LLC f/s/o lam Tongi	Reggae	7/6/2024	\$ 30,000.00
24-1012	Fuzion, Inc f/s/o Duets, Divas on Fire! Tina & Whitney	R&B / Soul / Pop	7/7/2024	\$ 25,000.00

Grounds Entertainment: Categorical Exemption			
Contract #	Entertainer/Agency	Summary/Genre	Amount
24-1070	Motorsport Production Services	Arena Entertainment	\$ 141,200.00
24-1078	Burn Institute	Arena Entertainment	\$ 5,000.00
24-1068	Social Artistry LLC	Festival Entertainment	\$ 7,500.00
24-1072	OutAt Inc	Festival Entertainment	\$ 14,500.00
24-1073	M.A.N.D.A.T.E. Records Inc	Festival Entertainment	\$ 8,500.00
24-1074	San Diego Bluegrass Society, Inc	Festival Entertainment	\$ 2,500.00
24-1082	Great American Entertainment Company LLC	Petting Zoo	\$ 24,000.00
24-1051	Trapeze Co. LLC/The Flying Royals	Show Entertainment	\$ 80,000.00
24-1052	Swiftly Swine	Show Entertainment	\$ 30,800.00
24-1053	Nerveless Nocks Inc	Show Entertainment	\$ 66,000.00
24-1054	Fusion Talent Group	Show Entertainment	\$ 91,000.00
24-1055	Hillia Hula Hoop Extraordinaire	Show Entertainment	\$ 10,000.00
24-1056	Nancy Riegler's Bird Show	Show Entertainment	\$ 26,000.00
24-1057	Terry Godfrey	Show Entertainment	\$ 16,000.00
24-1059	My Fun Show LLC	Show Entertainment	\$ 30,000.00
24-1060	Matt Baker	Show Entertainment	\$ 12,000.00
24-1061	Tom Griesgraber	Show Entertainment	\$ 4,500.00
24-1076	Drew Miller	Show Entertainment	\$ 19,800.00
24-1079	Jason Love Comedy	Show Entertainment	\$ 6,000.00
24-1083	El Sueno Enterprises, LLC dba Chris Diaz Music	Show Entertainment	\$ 750.00
24-1071	iLuminate Productions, LLC	The Sound Entertainment	\$ 48,000.00
24-1075	The Stickmen Project//CAA (Creative Artist Agency)	The Sound Entertainment	\$ 22,500.00
24-1077	Q Productions Las Vegas, Inc	The Sound Entertainment	\$ 57,500.00
24-1081	Paramount Organization, Inc	The Sound Entertainment	\$ 18,025.00
24-1058	Patrick Contreras	Walk Around Entertainment	\$ 23,000.00
24-1062	The Wilder Show	Walk Around Entertainment	\$ 18,000.00
24-1063	Animal Cracker Conspiracy	Walk Around Entertainment	\$ 54,000.00
24-1064	Buck Trout Entertainment Corp	Walk Around Entertainment	\$ 17,000.00
24-1065	Bandaloni	Walk Around Entertainment	\$ 28,000.00
24-1066	J.International Management	Walk Around Entertainment	\$ 126,000.00
24-1067	FIREnICE Entertainment	Walk Around Entertainment	\$ 91,100.00
24-1069	Circus Luminescence LLC	Walk Around Entertainment	\$ 29,000.00
24-1080	Entertainment Café	Walk Around Entertainment	\$ 23,800.00

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

Individual Project Agreements			
Contract #	Purpose	Date	Amount
022-23-100	Del Mar Connection Center	1/31/24 - 12/1/26	\$ 1,126,776.38
022-23-487140	San Dieguito Double Track (SDDT) Support	11/20/2023	\$ 6,593.30

Management Agreement for the 2024 Del Mar National Horse Show

This Management Agreement (“Agreement”) is entered into between the 22nd District Agricultural District, a California state institution (“District”) and HITS Del Mar Leasing LLC (“HITS”). The District is the USEF Competition Licensee of the Del Mar National Dressage and Del Mar National Hunter-Jumper Horse Shows (USEF Competition Nos. 3332 and 343056). In accordance with the terms and conditions set forth in this Agreement, HITS will manage for the District the District’s 2024 Dressage and Hunter-Jumper Del Mar National Horse Shows (collectively, “2024 Del Mar National Horse Shows”) to be held at the District’s Del Mar Horsepark facility (Horsepark). The Del Mar National Dressage Competition will be held April 11 through April 14, 2024. The Del Mar National Hunter-Jumper Competition will be held April 30 through May 5, 2024. HITS is the current operator of Horsepark under an existing operating agreement with the District.

1. Term: The term of this Agreement shall be from January 1, 2024 to June 1, 2024.
2. Definitions:
 - a. Del Mar National Horse Show Bank Account: An account specifically earmarked for debits and credits related solely to the Del Mar National Horse Show
 - b. Prize Money: The money won by exhibitors for placing in various classes
 - c. Net Profit: The profit after all revenues have been collected and expenses deducted
3. Exemption of District from Liability. District shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of HITS or of HITS’ 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 District’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. District shall under no circumstances be liable for injury to the business of HITS or HITS’ vendor(s) or for any loss of income or profit from that business.
4. Fee for Management of District’s 2024 National Horse Shows: share of Net Profit, as agreed upon by HITS and District.
5. Obligations of HITS and District:
 - a. Obligations of HITS:
 - i. HITS agrees to manage and operate the 2024 Del Mar National Horse Shows;
 - ii. HITS will be responsible for ensuring that the Horsepark facility is ready for the 2024 Del Mar National Horse Shows;
 - iii. HITS shall manage the 2024 Del Mar National Horse Shows, including but not limited to, payment of all 2024 Del Mar National Horse Show expenses and collection of all revenue generated through the management of the 2024 Del Mar National Horse Shows. HITS shall deposit all revenue from the 2024 Del Mar

- National Horse Show to the Del Mar National Horse Show Bank Account. All expenses shall be deducted from the Del Mar National Horse Show Bank Account
- iv. HITS shall consult with the District in all decision-making related to the 2024 Del Mar National Horse Show, including but not limited to, all non-financial and non-horse show operational matters and overall show planning decisions.
 - v. HITS shall maintain adequate insurance coverage that covers any incidents or claims that may arise during the Horse Shows.

b. Obligations of the District:

- i. District grants HITS the exclusive right to manage the 2024 Del Mar National Horse Shows.
 - ii. As USEF Licensee, District is the financially responsible party to USEF for the Del Mar National Horse Shows.
 - iii. District agrees that revenue generated through the operation of the 2024 Del Mar National Horse Show will not be considered in determining HITS' obligations under the Horsepark Operating Agreement.
 - iv. HITS shall have the exclusive option to manage the Del Mar National Horse Show under the same conditions and terms as 2024 for all years in which HITS is the Operator of the Del Mar Horsepark, subject to the express written approval of USEF.
 - v. District agrees to give a non-exclusive license to HITS to use all intellectual property associated with the Del Mar National Horse Show for purposes of marketing and promoting the 2024 Del Mar National Horse Show (and later years if applicable) and to offer HITS use of other items owned by District and related to the Del Mar National Horse Show.
6. Labor and Equipment Rental: HITS agrees to pay fees, if any, required by District for: **Labor & Equipment Rental at District Reimbursable Rates** outlined in Exhibit A to this Agreement that HITS desires to use or rent.
7. Indemnity: HITS shall indemnify the District, and save the District 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 of 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 District. However, in no event shall HITS 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 HITS herein). HITS shall, at HITS's own cost and expense, defend any and all suits, actions, or other legal proceedings that maybe brought by third persons against the District on any such claim, and shall reimburse the District for any and all legal expenses incurred in connection with such defense, or in enforcing the indemnity granted in this paragraph.
8. 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, HITS 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 District 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 HITS. 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. HITS agrees to contact California Fairs Service Authority at (916) 9212213 for further information on the availability of CFSA Form "Release Lib".

9. District Oversight: District reserves the right to audit and monitor any and all sales. The District shall also have the right of access to, and inspection of, any District equipment used by the HITS under this Agreement at any time, with or without prior notice.
10. Independent Capacity: HITS 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 District.
11. Taxes: HITS acknowledges and understands that the terms and conditions of this Agreement may create a possessory interest subject to property taxation, and that HITS may be subject to the payment of property taxes levied upon such interest.
12. HITS' Property: District may require security, at HITS' expense, which will provide for reasonable protection of the property of HITS. However, in all circumstances, HITS shall be solely responsible for damage to, or loss of, HITS' property.
13. Prohibition Against Assignment: HITS 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 District. The District's consent shall be given, if at all, in its sole and exclusive discretion.
14. 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.
15. 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). A name change by itself by HITS is not subject to the provisions of this paragraph. Notwithstanding the foregoing, should a name change by HITS alter, modify, or amend in any way any of the obligations of HITS under this Agreement, such a name change will require a written agreement signed by all the parties to this Agreement.
16. Waiver: The failure to the District 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 Districts' premises, shall not constitute a waiver of any subsequent breach of this Agreement, or any of the rules and regulations.
17. Default; Remedies: In the event HITS fails to comply in any respect with the terms of this Agreement, and the terms of all Attachments, all payments made by HITS in accordance with Paragraph 4 above shall be deemed earned and nonrefundable by District, and District shall have the right to occupy the space in any manner deemed in the best interests of the

District, in addition to any and all other remedies available to the District for breach of this Agreement.

18. Obscenities Sales or displays of drug paraphernalia, merchandise containing offensive, lewd, indecent, or obscene language or depictions of lewd or obscene: Images, sales or displays of merchandise, and marketing-related materials used on the District's premises shall not include references to drug paraphernalia and shall contain materials considered obscene, lewd, or indecent under local, state and Federal standards. The District reserves the right to approve, in its sole and exclusive discretion, all merchandise, displays, materials and images at the location(s) managed under this Agreement. The parties agree that if HITS violates this paragraph, it will be impracticable or extremely difficult to determine the damages suffered by the District. It is therefore agreed that in the event of such a breach by HITS, HITS will pay to the District the sum of \$1,000.00 for each violation of this provision. In addition, in the event of a breach of this paragraph by HITS, the District may, in its sole and exclusive discretion, declare Licensee in breach of this Agreement.

19. Attachments: The following documents are attached to this Agreement and made part of this Agreement by this reference as though set forth in full:

Exhibit "A" Labor & Equipment Rental at District Reimbursable Rates

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

HITS Del Mar Leasing LLC

BY: _____

BY: _____

TITLE: CHIEF EXECUTIVE OFFICER

TITLE: CHIEF EXECUTIVE OFFICER

Date:

Date:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-008	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

February 1, 2024

THROUGH END DATE

July 8, 2024

3. The maximum amount of this Agreement is:

\$12,000.00

Twelve Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	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

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-008	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-30
----------------------------	--

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

DATE SIGNED

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

In coordination with District, Contractor will develop social media content — including, but not limited to, original photos, videos, graphics, links, and text — for accounts maintained by District for the purpose of promoting 2024 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 February 1, 2024, and as needed through the 2024 San Diego County Fair, which runs from June 12 – July 7, 2024. A final report on activities undertaken is due to District on or before August 16, 2024.
- D. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Fair-ly Decent Promotions
Names: Jennifer Hellman	Name: Payton Ryan, Owner/Founder
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 4785 Niagara Ave San Diego, CA 92107
Phone: 858-792-4227	Phone: 541-815-1462
e-mail: jhellman@sdfair.com	e-mail: payton@fairlydecentpromotions.com

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

2. WORK TO BE PERFORMED

- A. Tasks and Deliverables

Task 1 – Project Management and Administration

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

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

EXHIBIT A SCOPE OF WORK

- 1.2 Contractor shall ensure that the Agreement requirements are met through completion of weekly progress reports submitted to District, and through regular communication with District. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement.
- 1.3 Contractor shall conduct a final detailed post-event analysis of the social media services and campaign, delivered by August 16, 2024.
- 1.4 Contractor shall be responsible for providing social media services, including, but not limited to, the following:
 - Build a comprehensive content calendar & strategy that projects all planned activations on social media for the duration of the contract (posting to begin February 15).
 - Collaborate with District on campaign creation, posting, content and coverage.
 - Create content for platforms and ensure content calendar is executed.
 - Collaborate with Ad Agency/PR for cross promotion, boosted posts, and paid ads.
 - Utilize social analytics (demographic & geographic targeting) tools to inform future postings.
 - Use content to highlight events/sponsors/staff/community/theme in coordination with District.
 - Respond to messages and inquiries received on social platforms on behalf of District.
 - Attend San Diego County Fair's Paddock preview press conference in May 2024 to capture and post live content to promote the 2024 San Diego County Fair.
 - Provide a team member from Fair-ly Decent Promotions to be onsite/in-office (schedule to be determined by District) beginning a week prior to the event (at District discretion), and throughout the course of the 2024 San Diego County Fair to provide easy collaboration, live coverage, posting, and content for future use.
 - Monitor social media to assess current and ongoing trends to inform social media posts and monitor online conversations about the 2024 San Diego County Fair.
 - Keep District informed about the online conversations regarding the 2024 San Diego County Fair.
 - Attend one day of the 2024 Los Angeles County Fair with District representatives to capture and produce content for promotional and Fair-time use for the San Diego County Fair.

EXHIBIT A SCOPE OF WORK

3. PROGRESS REPORTS

- A. Not later than August 16, 2024, Contractor shall provide a final written report to 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. Contractor shall submit to District for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
- C. Not later than July 22, 2024, Contractor shall submit to District a copy of a draft report describing the work performed pursuant to this Exhibit for review and comment.
- D. Within two (2) weeks of receipt of the draft report, District will submit final comments to Contractor.
- E. The report shall not be considered final until accepted and approved by District.

4. DISTRICT RESPONSIBILITIES

- A. To ensure execution of the work heretofore included in this Exhibit, District shall be responsible for the following:
 - Providing access to all creative collateral for the event, artists, and vendors in a timely manner for the purpose of social media promotion.
 - Providing access to necessary contacts for approval on social posts/promotions.
 - Collaborating in validating clear key performance indicators and goals for campaigns.
 - Being available for a minimum of three check-in meetings during the term of the Agreement.
 - Participating in an onboarding and planning call prior to contract start date.
 - Allowing Contractor to make minor adjustments to content calendar based on data.
 - Providing “All-Access” credentials for Contractor while on-site.
 - Providing a private, lockable workspace with high-speed internet access for on-site work.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 PAGES

AGREEMENT NUMBER

23-062

AMENDMENT NUMBER

1

Purchasing Authority Number

GL #: 600100-00-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

Jag Tag Enterprises, Inc.

2. The term of this Agreement is:

START DATE

August 1, 2023

THROUGH END DATE

March 31, 2024

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

\$10,000.00

Ten 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 extend the term and increase the Agreement amount by \$5,000.00 in order to allow for more services than originally anticipated. The through end date is hereby extended from October 31, 2023 to March 31, 2024. The maximum amount of this Agreement is hereby increased from \$5,000.00 to \$10,000.00.

The Scope of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) have been revised and are replaced in their entirety. Revisions formatted as bold and underlined font for additions and strikethrough font for deletions.

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.)

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

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-062

AMENDMENT NUMBER

1

Purchasing Authority Number

GL #: 600100-00-A

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
 SCOPE OF WORK**

1. SERVICES OVERVIEW

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

The Contractor shall provide 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. **Two additional sessions will be provided at a future date to be determined at a later date, as mutually agreed upon by District and Contractor.**
- D. The Project Representatives during the term of this Agreement will be:

22 nd 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: cmoore@sdfair.com	e-mail: jnason@msn.com

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

2. CONTRACTOR RESPONSIBILITIES:

- A. Facilitate ~~two (2)~~ **four (4)** 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

EXHIBIT A
SCOPE OF WORK

have online access to their individual scores.

G. Provide all development materials and additional handouts.

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~~ **all** 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 24-010	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600-100-30
-----------------------------------	--

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
Noise New Media

2. The term of this Agreement is:

START DATE
February 1, 2024

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
\$0.00
Zero 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	General Terms and Conditions (April 2017)	4
Exhibit C	Special Terms & Conditions	5
Exhibit D	Preventing Storm Water Pollution	1
Exhibit E	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.)
Noise New Media

CONTRACTOR BUSINESS ADDRESS 920B 19th Ave S	CITY Nashville	STATE TN	ZIP 37212
--	-------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Mark O'Shea	TITLE Owner
---	----------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-010	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

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
 SCOPE OF WORK**

1. SERVICES OVERVIEW

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

The Contractor shall provide advertising for the 2024 San Diego County Fair Grandstand Concert Series.

B. The services shall be performed remotely from the Contractor's location.

C. The services shall be provided during Contractor's normal business hours.

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

22 nd District Agricultural Association	Noise New Media
Name: Jennifer Hellman, Marketing Director	Name: Mark O'Shea, Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 920B 19th Ave S Nashville, TN 37212
Phone: (858) 792-4227	Phone: (615) 495-4215
e-mail: jhellman@sdfair.com	e-mail: mark@noisewnewmedia.com

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

2. WORK TO BE PERFORMED:

Concert & Event Marketing

Responsibility	Frequency	Tasks / Responsibilities
Digital Advertising		
Contractor	Upon Commencement	Create Digital Ad Plan - Minimum \$20,000 Advertising Spend
Contractor	Continuously	Execution and Optimization of Digital / Social Campaign per Digital Ad Plan - (May include Facebook Ads, Google Ads, Youtube Ads, AdRoll Retargeting, TikTok Ads, Snapchat Ads & others)
Contractor	Up to 18	Design Ad Creatives - up to 18 versions (graphics and/or video)
Contractor	As Needed	Assist with ticket pricing strategies, including timing of offers, packages and targeting
Contractor	As Needed	Resize assets for all platforms
Contractor	Continuously	Maintain Real Time Digital Dashboard to evaluate ROI
Contractor	Upon Commencement	Liaise with Talent Buyer, Artist Agent and/or Artist Management to request advertiser access

**EXHIBIT A
 SCOPE OF WORK**

Contractor	Upon Commencement	End to End Conversion Tracking (Subject to capabilities of Ticket Provider)
Contractor	Upon Request	Send out ad platform credit card receipts (electronically)
District	As Needed	Supply layered artwork, video and all necessary creative units for ad platforms
District	Upon Commencement	Grant Contractor access to requested Business Manager assets
District	Upon Commencement	Provide Contractor with credit card or invoice billing details (Net 15) in advance of ad placement.
District	Upon Commencement	Grant Contractor Access to requested Business Manager assets
District	Upon Commencement	Ticket Scaling Spreadsheet including pricing and configuration of all ticket types
Email Marketing		
Contractor	Up to 12	Consult on email marketing strategy including copy, offer placement, images and subject lines
Overall Social Strategy Consulting		
Contractor	4	30-minute conference calls to discuss overall strategy, digital research, review targeting and success metrics
Contractor	Continuously	District Marketing Staff and Contractor will communicate via email and telephone whenever possible. Limit calls or text to normal business Hours which are from 9 AM - 5 PM CT Monday-Friday unless emergency. Communications via text message shall be limited to scenarios related to deadlines, approvals, real-time content capture (when necessary).
Contractor	Continuously	Contractor shall respond to requests within a reasonable timeframe during weekdays and weekends.
Systems to be Utilized – Per Advertising Plan		
Facebook Ads	Continuously	Paid directly by District credit card
Google Ads	Continuously	Paid directly by District credit card
Adroll Display Ads	Continuously	Paid directly by District credit card
TikTok Ads	As Needed	Invoiced by Contractor
Twitter Ads	Continuously	Paid directly by District credit card
Google Analytics	Continuously	District to provide Contractor access to account for reporting and tracking configuration
Saffire Ticketing	Continuously	District to provide Contractor access to account for reporting and tracking configuration
Email Marketing	Continuously	District to provide Contractor access to account for reporting and campaign creation

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made and entered into effective February 1, 2024 by and between 22nd District Agricultural Association, a California state institution ("22nd DAA") and **SET Spike, LLC dba Wave Volleyball**, a ("Renter"). Renter and 22nd DAA are collectively referred to herein as "Parties."

Renter desires to rent from 22nd DAA the **Asphalt lot, measuring approximately 140' x 90' located at the north-east corner of the Surf & Turf Recreation Center facility, east of Jimmy Durante Blvd., on the Del Mar Fairgrounds ("Premises")**.

THEREFORE, in consideration of the mutual promises in this Agreement and for other good and valuable consideration, 22nd DAA and Renter agree as follows:

1. Month-to-Month Term

1.1 22nd DAA hereby rents the Premises to Renter, and Renter expressly agrees to rent the Premises from 22nd DAA, on a month-to-month basis **beginning on February 1, 2024, and ending upon thirty (30) days' written notice from either party to the other party ("Term")**.

1.2 During the Term of this Agreement, 22nd DAA at its sole discretion also has the right to cancel this agreement, without penalty for monetary cause and/or delinquent rent, at any time on thirty (30) days written notice to the Renter.

2. Rental Payments

2.1 Monthly Rental Payments

2.1.1 Commencing February 1, 2024, rent of **\$4,048.00** (Four Thousand Forty-eight dollars) per month shall be due on the first (1st) day of each month. 22nd DAA reserves the right to adjust the monthly rent upon thirty (30) days' written notice to Renter.

2.1.2 The above rental fees include water and sewer expenses.

2.1.3 Renter shall be responsible for utilities (gas & electric) and maintenance of the area. If Renter fails to pay any utility bill, 22nd DAA has the right, but not the obligation, to pay the bill for Renter, and all sums expended by 22nd DAA shall be deemed to be additional rent payable to 22nd DAA upon demand.

2.2 Late Fees Rent shall be due on the 1st (first) of each month and considered delinquent on the 10th (tenth) of that month. Delinquent payments shall be assessed a \$60.00 late fee, and such late fee shall be considered additional rent.

2.3 Each rent payment shall be paid to 22nd DAA, Attention: Accounting Department, 2260 Jimmy Durante Blvd, Del Mar, CA 92014, or at such other place designated by written notice from 22nd DAA to Renter.

2.4 The rent amount for any partial calendar months included in the Term shall be prorated on a daily basis.

2.5 If rent or any other moneys due to 22nd DAA is delinquent, 22nd DAA shall have the right to audit and monitor any and all of Renter's sales and accounting records. Renter agrees to and shall maintain all accounting records regarding its operation in accordance with generally accepted accounting principles. Renter shall keep full and accurate records of all of its operations including, but not limited to:

2.5.1 daily and monthly sales reports by source of revenue;

2.5.2 current monthly profit and loss statements, and balance sheet;

2.5.3 annual operating sales, costs, and budgets

2.5.4 semi-annual equipment rental and inventory sales items

3. Uses

3.1 Renter's use of the Premises shall be limited to the use and operation of **Volleyball club activities** at the Premises. Renter expressly agrees that its use of the Premises creates no property right to or interest in the real property being used, either by way of occupancy, possession, or otherwise.

3.2 Renter acknowledges and agrees that the District hosts numerous events on District properties on a year-round basis, with the concomitant presence of thousands of producers, vendors, patrons, customers, and guests.

3.3 All visitors and staff of the Volleyball club must park in the main parking area of the Surf & Turf Recreation Center. Renter shall coordinate with District Public Safety Department for ingress/egress during all scheduled events held on District property as the presence of other events can impact parking availability. District agrees to work in good faith to provide as many parking spaces for Renter's customers as possible.

3.4 Renter's use as permitted by this Agreement shall be for no other purpose or purposes whatsoever. District reserves the right to approve any merchandise intended to be sold.

3.5 Renter shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

3.6 This Rental Agreement is subject to all existing and valid contracts, leases, licenses, permits, easements, encumbrances, and District policies which may affect said Premises and Del Mar Fairgrounds.

3.7 The District is designated as an emergency evacuation site in the event of a natural disaster or other emergency that may be declared by federal, state, county, city, or local authorities. In the event of such a declaration, and at the request of the District, Renter will be required to vacate the Premises entirely, including

removal of all of Renter's goods, merchandise, equipment, and other property required for Renter's operations on the Premises until the conclusion or resolution of the situation requiring such vacation of the Premises.

4. No Subletting or Assignment

4.1 Renter expressly agrees it has no real property rights under this Agreement. As a result, Renter shall not attempt to assign, mortgage, encumber, sublet, license, or sublicense the Premises or any part thereof and any such purported transfer shall be void. If any prohibited transfer occurs, Renter shall not be relieved of its obligation to perform all obligations under this Agreement and any purported transferee shall also be subject to the same terms and conditions of this Agreement. Further, the acceptance of payment by 22nd DAA from any other person shall not be deemed a waiver by 22nd DAA of any provisions of this Agreement or consent of any assignment, mortgage, encumbrance, license, sublet, or sublicense or other transfer.

4.2 Notwithstanding any provision of this Agreement, this Agreement shall not be assigned or assignable by operation of law and in no event shall this Agreement be an asset of the Renter in any receivership, bankruptcy, insolvency or reorganization proceeding.

4.3 Renter may not sublease all or any part of the Premises without 22nd DAA's consent, which 22nd DAA may grant or withhold in its sole and exclusive discretion.

5. Maintenance, Alterations, and Improvements

5.1 Renter shall maintain/provide the following, upon Association's prior authorization and approval, at Renter's sole expense, in accordance with all Federal, State, and local rules, laws, and regulations:

- a. Free-standing sport tent, with sport court, nets, poles and partition curtains
- b. Lights at the entrance, and sub-panel for all power needs of the facility.
- c. Walkway to the Hilton parking area.

5.2 Renter accepts the Premises "as-is" and in the condition as of the effective date of this Agreement. Upon the expiration of the term of this Agreement, Renter will return the Premises to 22nd DAA in the same condition, normal wear and tear excepted.

5.3 Renter may not make any physical changes, alterations, modifications, developments or improvements whatsoever to the Premises; and, may not modify, paint, alter, change or install locks, equipment, screws, fastening devices, signs, displays, or other exhibits, on or in any portion of the premises or occupied space, without the prior written consent of 22nd DAA which 22nd DAA may grant or withhold in its sole exclusive discretion.

5.4 Any and all physical changes, alterations, modifications, developments or improvements to the Premises shall be at Renter's sole cost and expense, and shall become 22nd DAA's property, and Renter will not be entitled to any payment or compensation. Renter shall permit no waste, damage, or injury to the Premises.

5.5 *NOTICE: The California Coastal Commission (CCC) has jurisdiction over all*

developments and improvements to 22nd DAA property. In addition, the San Diego Regional Water Quality Control Board (Regional Board) is the State agency responsible for ensuring compliance with the Clean Water Act. Significant fines and penalties are assessed by the CCC for violations to the Coastal Act and by the Regional Board for violations of the Clean Water Act. Additionally, several Federal, State, and local agencies retain permit authority over portions of the grounds and are authorized to assess fines and penalties for violations of their respective rules and regulations. Any and all fines, fees, attorney's fees, costs of suit (administrative and/or judicial) incurred by 22nd DAA as a direct or indirect result of physical changes, alterations, modifications, developments or improvements by Renter to the Premises that are not authorized in writing by the CCC or 22nd DAA, that violate the Clean Water Act or violate the rules and/or regulations of other Federal, State, and local agencies with permit authority on the grounds will be the sole and exclusive responsibility of the Renter. In addition, any and all costs and expenses to repair or remediate the condition giving rise to the violations will be the sole and exclusive responsibility of the Renter. Strict adherence to the above requirements are mandatory. Any violation of this shall, in the sole and exclusive discretion of 22nd DAA, be considered a material breach of this Agreement and constitute grounds for immediate termination of this Agreement.

5.6 22nd DAA, at its sole cost and expense, has the right, from time to time during the Term to improve the Premises and change Renter's occupied space in a manner consistent with the purposes of this Agreement. 22nd DAA's exercise of this right shall not relieve Renter of the obligation of complying with any and all terms and conditions of this Agreement.

6. Personal Property

6.1 Renter shall be solely responsible for paying all personal property taxes with respect to Renter's personal property at the Premises.

6.2 22nd DAA will have no liability or responsibility for the personal property of Renter, and that any personal property is placed, kept, or stored on the premises at the sole risk of the Renter.

6.3 Renter shall pay any and all taxes of whatever character that may be levied or charged upon the Premises, or upon the Renter's improvements, fixtures, equipment, or other property thereon or upon the Renter's use thereof.

7. Indemnity

7.1 To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, 22nd DAA, and their respective agents, officers, servants, directors, and employees 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, by reason of 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 22nd DAA. Provided, however, that in no event shall Renter be obligated to defend or indemnify 22nd DAA with respect to the sole negligence or willful misconduct of 22nd DAA, its employees, or agents (excluding the Renter herein, or any of Renter's employees or agents). Renter's obligation to defend, indemnify, and hold 22nd DAA harmless, and other indemnified persons and entities set forth herein, shall survive the expiration of the Term and any termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by 22nd DAA.

8 Utilities and Expenses

8.1 Renter will assume and pay when due all charges for gas, electricity, heat, power, telephone, and other services and utilities, with the exception of water and sewer, used by Renter on the Premises during the term of this Agreement accruing or payable in connection with its occupation of and operation of the Premises or any party thereof, including deposits, connection fees, or charges in meter rentals required by the supplier of any utility service.

8.2 Renter agrees to pay the cost of any additional security and safety personnel or equipment that 22nd DAA deems necessary to ensure the safety of the public and the premises in connection with Renter's operation.

8.3 22nd DAA will have no liability or responsibility for the personal property of Renter, and the loss, theft, damage to, or destruction of any personal property belonging to Renter that is placed, kept, or stored on the premises is at the sole risk of the Renter. In addition, 22nd DAA will have no liability or responsibility for the personal property of the Renter, including storage of Renter's personal property during ANY vacancy period.

9. Signs

9.1. Renter will not post or allow to be posted on the premises, indoors or outdoors, any signs, banners, cards, or posters, nor flyers or other written material to be distributed on premises without the prior consent and approval of 22nd DAA which shall not be unreasonably withheld. The copy of all printed material to be used to promote Renter's operation shall be accurate in all respects and shall be approved by 22nd DAA prior to dissemination. Such approval shall not be unreasonably withheld. All forms of advertising, marketing, and promotion by Renter must clearly state the Renter is the seller.

9.2 Renter shall repair all damage to the Premises resulting from the removal of signs installed by Renter.

10. Entry

10.1 22nd DAA shall have the right to enter upon the Premises at reasonable hours to inspect the Premises at any time and from time to time.

11. Building Rules

11.1 Renter will comply with the Rules and Regulations Governing Rental Space adopted by 22nd DAA and subject to alteration by 22nd DAA from time to time

and will cause all of its agents, employees, invitees and visitors to do so. Any and all changes to the Rules and Regulations Governing Rental Space will be provided by 22nd DAA to Renter in writing. The initial Rules and Regulations Governing Rental Space for the Premises are attached hereto and incorporated into this Agreement by this reference.

12. Damage and Destruction

12.1 Subject to the provisions of Section 8 above, if the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Renter's purposes, then Renter shall have the right within thirty (30) days following damage to elect by notice to 22nd DAA to terminate this Agreement as of the date of such damage. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Renter's purposes, 22nd DAA shall promptly repair such damage at the cost of 22nd DAA. In making the repairs called for in this paragraph, 22nd DAA shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of 22nd DAA. Renter shall be relieved from paying rent and other charges during any portion of the Term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Renter's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Renter. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Renter's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Renter's purposes.

13. Compliance with Law

14.1 Renter shall comply with all laws, orders, ordinances, regulations, and other public and/or governmental codes and requirements now or hereafter pertaining to Renter's use of the Premises.

14.2 Renter will be required to obtain any and all licenses and permits that may be required by the United States of America, the State of California, the County of San Diego and/or the City of Del Mar for the use of the Premises and Renter's operations. Each license and permit shall remain in full force and effect for the duration of this Agreement, including any extension of this Agreement.

14.3 Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.

14.4 In the event of any violation by Renter, 22nd DAA shall have the option, in its sole and exclusive discretion, to declare such violation to constitute a non-curable material breach of this Agreement.

14.5 All safety orders of any governmental agency of competent jurisdiction, including, but not limited to, the State Fire Marshal, the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) must be strictly observed.

14 . Prohibitions

14.1 Renter shall protect the public use from any natural or artificial hazards on the premises or from Renter's operation on the premises. Renter shall be solely responsible to maintain the facility and Renter's operation on premises suitable for public use, at all times, including maintaining the premises in a good and orderly condition. Renter shall not admit more persons than can safely and freely move about the premises; and in no event shall Renter admit more persons than permitted under any code, statute, law, ordinance, regulation, or order of any governmental agency of competent jurisdiction, including, but not limited to, the State Fire Marshall.

14.2 Renter shall not permit consumption of alcoholic beverages on the premises unless approved by 22nd DAA Management for events; and no tobacco, or e-cigarette items are permitted to be sold or used on premises.

14.3 Retail sales, catering or sale of any food and beverage items, including vending machines are not permitted at any time unless authorized by 22nd DAA in advance.

14.4 The Renter shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises, by the Renter, its agents, employees, contractors or invitees in a matter or for a purpose prohibited by any governmental agency or authority. If the presence of any Hazardous Material on the Premises caused or permitted by the Renter prior to or during the term of this Agreement results in any contamination of the Premises, the Renter shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises, provided that 22nd DAA's consent to such action shall first be obtained.

Definition of "Hazardous Material". As used in this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Division 20, Chapter 6.5, of the California Health and Safety Code ("Hazardous Waste Control") or listed pursuant to Health and Safety Code section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 2, Chapter 6.8 (Carpenter-Presly-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) defined as "Extremely Hazardous Material", "Extremely Hazardous Waste", "Hazardous Constituent", "Hazardous debris", "Hazardous Material" or "Hazardous Waste" under California Code of Regulations, title or any related Appendix thereto, (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903), or (x) defined as a "hazardous substance" pursuant to Section 101 of the

Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

14.5 Renter will comply with all fire regulations as prescribed by the State Fire Marshall.

14.6 Renter agrees to follow storm water pollution prevention requirements described in Exhibit D, Preventing Storm Water Pollution.

14.7 The mass release of helium balloons is strictly prohibited.

14.8 Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is or has been granted or sold by 22nd DAA. Renter will not engage in any other business whatsoever upon or within the Premises or the Del Mar Fairgrounds not within the scope of this Agreement; including, but not limited to, sponsorships, merchandise, and other marketing related items.

15. Termination

15.1 Termination for Convenience

During the term of this rental agreement, 22nd DAA at its sole discretion has the right to cancel this agreement, without penalty or cause, at any time on thirty (30) days' written notice to the renter.

If by any reason 22nd DAA is unable to perform their obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

15.2 Termination for Renter Default

In the event Renter defaults in any of the requirements, or fails to perform any material obligation or condition of this Agreement, 22nd DAA shall notify Renter of such default in writing. Such notice shall be deemed delivered upon presentation to Renter. A copy of such notice shall also be sent to Renter via certified mail.

15.2.1 If the default is with respect to any payment required to be made by Renter, Renter shall correct such default within five (5) calendar days of receipt of notice of default from 22nd DAA. If the default is of a non-monetary nature, Renter shall cure the conditions creating such default within five (5) calendar of receipt of notice of default. In the event Renter fails to cure within the time specified, 22nd DAA shall have all rights accorded by law, including the right to terminate this Agreement upon thirty (30) calendar days written notice. Any termination shall not

release Renter from paying all sums due to 22nd DAA or from claims accruing prior to termination.

15.2.2 Failure on the part of 22nd DAA to promptly notify Renter of default in accordance with this section shall not be deemed a waiver by 22nd DAA of 22nd DAA's rights on default of Renter or such default at a subsequent time.

15.3 Other Bases for Termination

15.3.1 In the event a decree or order by a court having jurisdiction shall be issued a) adjudging Renter bankrupt or insolvent; b) approving as properly filed a petition seeking reorganization of Renter under any section of the Federal Bankruptcy Code, as amended; c) ordering or approving the winding up or liquidation of Renter's affairs; d) appointing a receiver, liquidator or trustee in bankruptcy for Renter its property; e) if Renter shall institute proceedings to be adjudicated a voluntary bankrupt, shall consent to the filing of any bankruptcy or insolvency proceedings against it; f) if Renter shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes; g) if Renter shall abandon the agreement; or h) if a court shall have finally determined that Renter has discriminated on account of color, race, religion, ancestry, national origin, or sex; h) violation of Paragraph Section 15 above: 22nd DAA may, in its sole and exclusive discretion, terminate this Agreement and all rights of Renter under this Agreement, upon thirty (30) calendar days' written notice.

15.4 Post Termination Obligations

15.4.1 In the event that this Agreement is terminated upon Renter's default 22nd DAA shall assume control of the Premises and all equipment installed on or at the Premises and 22nd DAA may continue to operate the same, to the extent permitted by law, until satisfactory arrangements are reached with Renter concerning the default, or until District enters into an agreement with another renter.

15.4.2 During the period of operation by 22nd DAA, 22nd DAA shall be entitled to use all fixtures, equipment, supplies and inventory of Renter on hand at the Premises and Renter shall not be entitled to any monies and/or other compensation directly or indirectly received from such operations.

15.5 Non-Waiver

16.5.1 The failure to 22nd DAA to enforce any of its rights or remedies upon the default, breach or non-observances by Renter at the time or times in respect of any covenant, proviso or condition herein contained shall not, under any circumstances, operate as a waiver of 22nd DAA's rights hereunder in respect to any continuing or subsequent default, breach or non-observance, or operate so as to defeat or affect in any way the rights of 22nd DAA in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by 22nd DAA; excepting only an express written waiver signed by the Chief Executive Officer or the Chair of the Board of Directors of 22nd DAA. All rights and remedies of the District in this Agreement contained shall be cumulative and not alternative.

16. General Provisions

16.1 Notice Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, or by overnight delivery service, addressed as follows:

If to 22nd District Agricultural Association:

22ND District Agricultural Association
Attention: CEO
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

If to Renter:

SET Spike, LLC dba Wave Volleyball
PO Box 675850
Rancho Santa FE, CA 92067

16.2 Waiver Failure of 22nd DAA to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations. No waiver of any default by the Renter shall be implied from any omission by 22nd DAA to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by 22nd DAA shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

16.3 Headings The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

16.4 Successors Subject to the provisions of this Agreement prohibiting the assignment or transfer of this Agreement, the provisions of this Agreement, shall extend to and be binding upon 22nd DAA and Renter and their respective legal representatives, successors and assigns.

16.5 Employees Renter or Renter's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Renter's employee shall be prominently displayed at all times. Renter further understands and agrees 22nd DAA Management, at its sole discretion, may determine that a person or agent utilized by Renter in its operations under this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to 22nd DAA, if it is determined that such appearance, conduct, or demeanor is detrimental to 22nd DAA operations. Renter agrees to remove such person or agent from operations arising out of this Agreement. Determination by 22nd DAA Management regarding these matters shall be final.

16.6 Renter 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 22nd DAA. In no way does this Agreement

create a partnership, joint venture, principal-agent or such similar relationships between the parties.

16.7 Nothing contained in this Agreement or otherwise, shall create any contractual relation between 22nd DAA and any subcontractors of Renter, and no subcontract shall relieve the Renter of his/her responsibilities and obligations hereunder. The Renter agrees to be as fully responsible to 22nd DAA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Renter. The Renter's obligation to pay its subcontractors is an independent obligation. As a result, 22nd DAA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

16.8 No alteration, modification, and/or amendment of this Agreement, or any of its terms and conditions shall be valid unless made in writing and signed by all of the parties to this Agreement.

16.9 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, entered into, and performed in San Diego County, which shall be the exclusive venue for any action relating to this Agreement.

16.10 Time is of the essence of each, every, and all of the provisions of this Agreement.

16.11 This is an integrated Agreement. The terms of this Agreement are contractual, and not merely a recital. Except as otherwise expressly provided in this Agreement, this Agreement supersedes all prior representations and agreements, if any, between the Parties or their legal counsel regarding its subject matter

17. Exhibits

17.1 The following exhibits are attached herewith and made part of this Agreement:

- Standard Contract Terms and Conditions – Exhibit A
- Rules and Regulations – Exhibit B
- Insurance Requirements – Exhibit C
- Preventing Storm Water Pollution – Exhibit D

18. This Agreement is of no force or effect until duly accepted and signed by both parties

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, by and on behalf of the parties hereto.

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

BY: _____

NAME/TITLE: Carlene Moore, Chief Executive Officer

DATE: _____

SET Spike, LLC dba Wave Volleyball
PO Box 675850
Rancho Santa FE, CA 92067

BY: _____

NAME/TITLE: Doug Forsyth, Manager

DATE: _____

AGREEMENT NUMBER SPO-24-003

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Albertsons Companies, Inc.

2. The term of this Agreement is: **June 12 – July 7, 2024**

3. The amount of this Sponsorship Agreement is: **\$120,000.00 Contract Price**

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

Exhibit A – Sponsorship Terms

Exhibit B – Insurance Requirements

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

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

SPONSOR	<i>California State Use Only</i>
SPONSOR'S NAME	
Albertsons Companies, Inc.	
BY (Authorized Signature)	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
1421 S. Manhattan Ave., Fullerton, CA 92831	
STATE OF CALIFORNIA	
AGENCY NAME	
22nd District Agricultural Association	
BY (Authorized Signature)	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Carlene Moore, CEO/General Manager	
ADDRESS	
2260 Jimmy Durante Blvd Del Mar, CA 92014-2216	

GL 431-102-00

SPO-24-003-19

**Albertsons Companies, Inc.
Exhibit A - Sponsorship Terms
2024 San Diego County Fair**

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Albertsons Companies, Inc. (“Sponsor”) has agreed to in becoming a sponsor during the 2024 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$120,000.00 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 1, 2024.
2. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2024.
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 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 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. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
19. 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.

20. **Responsibilities of Sponsor:**

- a. Within San Diego County Albertsons/Vons stores, distribute the coupon or tri-fold containing the unique discount code for customers to buy discounted tickets to the San Diego County Fair (“Fair”).
- b. Albertsons/Vons will provide the District a promotional plan outlining both in-store and out-of-store promotional efforts to advertise the promotion of discount Fair tickets and highlight Albertsons/Vons’ involvement with the Fair. Albertsons/Vons’ and the Fair will meet on or before March 15 to discuss the promotional plan for that year. This promotional plan will include print, in-store broadcast and in-store advertising.
- c. Provide all Albertsons/Vons banners to be used in conjunction with the Agreement, with the exception of directional and entrance signs.
- d. Provide all Albertsons/Vons ads, logos and any other creative for use in various District publications. Specs and deadlines will be provided for each event where an ad is required.
- e. Develop and implement a social media campaign around the sponsor’s involvement with the Fair.
- f. Display in-store signage (amounts and sizes TBD) promoting the Fair and the discount coupons. Flight dates to be mutually determined.
- g. Produce and run in-store announcements promoting the Fair and coupon offer.
- h. Distribute the Fair produced post card or tri-fold that will contain the unique coupon code.
- i. Allow a district meeting at the Fairgrounds to kick off the Fair promotion.

21. **Responsibilities of the State:**

- a. Provide Albertsons/Vons with exclusivity in the U.S. Grocery and Drug Store categories as it relates to the Fair. The exception will be in the Hispanic grocery category.

b. Broadcast Media:

Albertsons/Vons will be included in the Fair’s media buy as the sponsor for discount ticket coupons. This may include, but not limited to, the following:

1. Television advertising (over the air - local)
2. Television advertising (cable – local)
3. Radio advertising (San Diego, Orange County, Temecula, El Centro area and Tijuana)
4. Newspaper advertising
5. Magazine advertising
6. Out of Home advertising
7. e-blasts
8. Social Media
9. Web advertising

- c. In the majority of media releases, media kits, editorial and collateral materials generated to promote the Fair, Albertsons/Vons (and any other brand acquisitions) will be included as the location for discount ticket coupons.

d. Tickets and Hospitality:

Albertsons/Vons will receive the following:

1. 1,000 Fair admission tickets. Additional tickets can be purchased at the group sale rate.
2. 300 single day parking passes valid for any day of the Fair.

3. Twelve photo ID's for AVP staff. The ID's allow the person unlimited entry and exit privileges during the Fair.
- e. Albertsons/Vons will have booths available to their partners (with Fair approval) who want to provide samples at the Fair. The Fair will provide all tables, chairs, lighting and electricity as needed.
- f. Signage. Albertsons/Vons will be entitled to the following signage for the duration of the Fair:
 1. The Albertsons/Vons logo at each of the main entrances of the Fair with the other major sponsors of the Fair.
- g. Permanent signage:
 1. A 5' x 5' sign on the Arena marquee that borders the main parking lot and the Arena from the signing of this Agreement until May 1, 2024.
- h. Electronic Messaging:
 1. The Albertsons/Vons logo on the main LED board in rotation with other sponsors, 24 hours per day, each day of the Fair and throughout the year for the duration of the Agreement. This board is at the intersection of Via de la Valle and Jimmy Durante Blvd.
 2. The Albertsons/Vons logo on the parking lot LED board marquee in rotation with other sponsors, 24 hours per day, each day of the Fair and for the duration of the Agreement. This board is located at the main entrance of the parking lot on Jimmy Durante Blvd.
- i. Print. The Fair produces approximately 100,000 daily program/day sheets. The discount ticket offer will be noted in these. If space allows, Albertsons/Vons will have the opportunity to place an ad (size TBD).
- j. A mutually determined number of Fair tri-fold or post card will be printed for distribution at all San Diego County Albertsons/Vons. On these a unique discount code will be available. This will be the deepest discount on individual tickets available.
- k. Web Site. Albertsons/Vons will have their logo and link on the homepage of both the corporate site, www.delmarfairgrounds.com and the San Diego County Fair site, www.sdfair.com/fair for the duration of the Agreement.
- l. Provide sponsorship of the Kid's Supermarket within the Wyland Center of the Fair. This interactive exhibit is approximately 2,000 sq. ft. The District will include the Albertsons/Vons logo on the signage at this exhibit. The Albertsons/Vons name will be included in any promotions done by the Fair to promote this Kid's Supermarket.
- m. Allow the display of a home delivery truck on a mutually determined schedule.
- n. Provide POS materials to Albertsons/Vons to promote the alcohol festivals during the Fair. The Fair will help coordinate with various suppliers to build out these displays. Should a contest for store directors ensue, the Fair will provide tickets for prizes.

AGREEMENT NUMBER SPO-24-005

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Entravision San Diego Communications

2. The term of this Agreement is: **May 31 – July 7, 2024**

3. The amount of this Sponsorship Agreement is: **\$75,000 Cash in Kind | Cash TBD**

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	<i>California State Use Only</i>
SPONSOR'S NAME Entravision San Diego Communications	
BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING Sabrina Lopez	
ADDRESS 5770 Ruffin Road, San Diego, CA 92123	GL 431-102-00
STATE OF CALIFORNIA	
AGENCY NAME 22nd District Agricultural Association	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager	
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216	

SPO-24-005-19

Entravision San Diego Communications

Exhibit A - Sponsorship Terms

2024 San Diego County Fair

1. This will confirm the terms and conditions to which Entravision San Diego Communications has agreed in becoming a Sponsor of the 2024 San Diego County Fair, produced by the 22nd District Agricultural Association of the State of California. The cost of this sponsorship is \$75,000.00 cash in kind | TBD in cash.
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 February 15, 2024.
2. Sponsor shall make payment of the sponsorship in total at the conclusion of the Fair when the total number of booth days have been totaled and mutually agreed upon. Sponsor shall have 30 days to pay upon receipt of invoice.
3. Sponsor shall not enter into any third-party promotions at the Fair without prior written authorization from District.
4. 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.
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 “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.)
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 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.
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 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.
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 District may enter into agreements with other Sponsors offering the same or similar services or products during the term of this Agreement.
12. 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. 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.

13. 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.
14. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
15. 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.
16. **Responsibilities of Sponsor:**
 - a. For each District approved Entravision sponsor to appear at the fair, Entravision will pay the fair \$500 for each 10 x 10 each day they are on site. Station booths will be at no charge.
 - b. Provide a list of all Entravision’s sponsors to the District’s Sponsorship Coordinator for approval no later than May 15, 2024.
 - c. Provide a minimum of Seven-hundred forty (740) :30 second promotional announcements (some of these will be for Fair commercial spots) on the stations listed below. Entravision shall provide affidavits to the sponsorship director’s office no later than August 15, 2024.

Station	# of Spots	Length
KBNT - Univision San Diego	170	:30 sec
KDTF - Unimas	190	:30 sec
Azteca America	190	:30 sec
XDTV	190	:30 sec

- d. Produce three (3) :30 capsules promoting the Fair for broadcast on Entravision networks during the promotional period. Entravision San Diego Communications shall provide affidavits to the sponsorship director’s office no later than August 15, 2024.
17. **Responsibilities of the 22nd DAA:**
 - a. Provide Entravision co-sponsorship of the Fair’s Domingueando en la Feria.
 - b. Provide Univision and other Entravision stations up to four (4) 10’ X 10’ booths on each Sunday at the Fair adjacent to the Paddock Stage at a rate of \$500 per booth per day. The District will provide all canopies, tables, chairs and electricity as needed. The station’s booth will be exempt from this charge. Additional sponsor booth location will be mutually decided. Should Entravision have any clients for Saturdays, the Fair will accommodate these on the same cost basis as Sundays.
 - c. Provide Univision one (1) matrix board announcement on the Arena and Jimmy Durante Blvd. parking lot marquees, every 30 minutes, 12 hours a day, every Domingueando en la Feria.
 - d. Place a Univision Banner (approximate size 3’ X 8’) on the Grandstand stage for each Hispanic concert.
 - e. Provide one hundred (100) “Family” packs (4 tickets and 1 single day parking pass) for on-air giveaways.

- f. Provide three-hundred (300) single admission Fair tickets on air giveaways.
- g. Provide one-hundred (100) single admission tickets for staff.
- h. Provide forty (40) tickets for each Sunday Fair grandstand concerts for promotional giveaways.
- i. Provide seventy five (75) track single day parking passes for the Fair.
- j. Provide delivery passes as needed.

AGREEMENT NUMBER SPO-24-020

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Davis Elen Advertising for the San Diego Toyota Dealers

2. The term of this Agreement is: **April 15, 2024 – April 14, 2025**

3. The amount of this Sponsorship Agreement is: **\$192,500.00 Net Contract Price**

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

Exhibit A – Sponsorship Terms

Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

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

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

SPONSOR

SPONSOR'S NAME

David Elen Advertising for the San Diego County Toyota Dealers

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

7750 El Camino Real, Ste. 2F
Carlsbad, CA 92009

STATE OF CALIFORNIA

AGENCY NAME

22nd District Agricultural Association

GL 431-102-00

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

SPO-24-020-19

Davis Elen Advertising for the San Diego Toyota Dealers

Exhibit A - Sponsorship Terms

2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Davis Elen Advertising for the San Diego County Toyota Dealers (“Sponsor”) has agreed to in providing products and/or services during the 2024 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$192,500.00 net contract price.
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 March 1, 2024.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2024.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. 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.
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 “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.)
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 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.
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 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.
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 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.

13. 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.
14. 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.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 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.
17. 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.
18. 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.
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. Setup, operate and maintain the Toyota displays at the 2024 San Diego County Fair.
- b. Include the Fair in local advertising that promotes the offer to the public for either test drives or service appointments.
- c. Provide examples of all literature, samples and merchandise to be distributed at the booth. These items must be pre-approved by the District's Sponsorship Director.
- d. Provide a spot schedule to support the parts & service promotion. This will be valued at approximately \$20,000.
- e. Develop a Fair themed social media campaign around the 'best seat in the house' for the concert series. Details to be mutually decided.
- f. Provide all banners to be used, with the exception of directional signage and speaker scrims.
- g. The Licensee Handbook is hereby incorporated into this Agreement. Sponsor shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2024 San Diego County Fair unless otherwise provided for in writing by the District's Sponsorship office.

22. **Responsibilities of the District:**

- a. Provide title sponsorship to the 2024 Summer Concert Series on the Grandstand at the San Diego County Fair.
- b. Include the Toyota logo and/or the San Diego County Toyota Dealers in all advertising placed by the Fair that promotes the Summer Concert Series.
- c. Provide a 70' x 40' display space located directly at the south entrance to the Plaza de Mexico adjacent to the main avenue.
- d. Provide a promotion at every grandstand concert to place two Tundra trucks adjacent to the stage. Toyota can conduct an 'enter to win' sweepstakes to allow patrons to sit in these trucks for the show.
- e. Provide a space for a concept car to be displayed on a mutually determined schedule and location.
- f. Allow the solicitation of leads for Toyota's use at all provided display spaces.
- g. Provide the following signage:
 - i. Approximately 20.5' wide x 38' tall speaker scrims (1 each side, 2 total). Fair to produce.
 - ii. Two 4' x 8' banners across front of grandstand stage.
 - iii. Four 3' x 8' banners throughout the Fair.
 - iv. Toyota logo on all directional signs that list the concert series.
 - v. Toyota logo on the signs where the sponsors are listed at each entrance (total of 3) listing the evening's entertainment.
 - vi. Toyota logo on entrance sponsor signs at each of the 3 entrances.
 - vii. Toyota logo on the south side of the Arena marquee for the duration of this agreement.
- h. Provide the following promotions:
 - i. Provide 4,000 tickets (valid on weekdays) for the Parts & Service promotion.
 - ii. With the artist's management's approval, provide a meet & greet with each artist during the Fair. This will be for 4 people.
 - iii. Provide the opportunity to distribute Toyota bags on a mutually selected day inside the O'Brien gate. Toyota staff will distribute the bags.
 - iv. Provide a suite in the grandstand for approximately 75 people on mutually determined concert. The fair will provide 75 admission tickets and 35 single day parking passes.
 - v. The District will strive to work with Sponsor's PR agents to promote any athlete or celebrity that would appear in the Toyota booth.
- i. Include Sponsor's logo and link on all email newsletters where the Summer Concert Series is promoted.

- j. Include Sponsor's logo and link on the Fair's website for the duration of this agreement.
- k. Provide the following social media campaign:
 - 1. Davis Elen staff to provide content calendar to Fair social team to collaborate on before the 2024 San Diego County Fair begins.
 - 2. Content calendar will include suggested content for posting/captions/dates of winning concert seats
 - a. Promote the following social efforts of San Diego Toyota Dealers as part of the one post per week requirement (if the content is provided at least 5 days prior to the desired postdate) promotion of lounge/photo op area, giveaways.
 - 3. One dedicated post per week during the run of the 2024 Fair = 4 total
 - 4. Four Instagram stories promoting how to win Truck VIP concert seats = 4 total
 - 5. Option to re-share content when tagged by @sdtoyotadealers across platforms
 - 6. All content must properly tag @sdtoyotadealers in post
 - 7. Combination of platforms (Twitter, Instagram, Facebook) and combination of profiles (any/all SD Fair social media handles)
- l. Include the Toyota name on the front of all concert tickets bought on site.
- m. Include Sponsor's logo in rotation across the digital matrix boards in the main parking lot and Jimmy Durante Blvd. every day of the Fair in conjunction with all Summer Concert Series acts promoted on this board.
- n. Include Sponsor's digital ad in rotation across the Fair's digital matrix boards each day of the Fair. The ad format can be a static slide, or video (without sound) up to 30 seconds.
- o. No other automotive company, manufacturer or dealer will be promoted, displayed or otherwise included on the grandstand stage or in association with the 2024 San Diego County Fair Summer Concert Series.
- p. No other automotive company, manufacturer or dealer will be promoted, displayed or otherwise promoted no closer than 150' of the main Toyota display space at the 2024 San Diego County Fair.
- q. Provide 125 admission tickets, 30 single use parking passes, for each San Diego County Toyota dealer.
- r. Provide 80 single day parking passes, 8 season parking passes and 100 admission tickets, and 35 sponsorship badges (allowing for unlimited admission) for staff working the display.
- s. Provide 150 tickets, 4 sponsorship badges, 4 season track parking passes and 100 single day track parking passes for Toyota corporate personnel.
- t. Provide four terrace tables and one box for 6, one box of 4 to each grandstand show. If tickets are not used 72 hours before the show, they will be relinquished back to the fair for sale.
- u. Provide a ticket bank of 20 tickets. These can be used for any Grandstand show(s) based on availability.
- v. At the conclusion of this agreement, Sponsor will have a 90-day option to renew this agreement on mutually agreed upon terms and financial conditions for the 2025 San Diego County Fair. During this period the Fair will not have any other discussions with any other automotive companies for the assets covered by this agreement.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-24-064

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

DSI dba Global Marketing on behalf of DIRECTV

2. The term of this Agreement is: **June 12 – July 7, 2024**

3. The amount of this Sponsorship Agreement is: **\$52,500.00 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 – Sponsorship Terms



Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement. 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 DSI dba Global Direct Marketing on behalf of DIRECTV		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Hazel Cabada		
ADDRESS 3380 Town Point Drive, Ste. 160 Kennesaw, GA 30144		
STATE OF CALIFORNIA		
AGENCY NAME 22 nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

GL 431-102-00

DSI dba Global Marketing on behalf of DIRECTV

Exhibit A - Sponsorship Terms

2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which **DSI dba Global Marketing on behalf of DIRECTV** (“Sponsor”) has agreed to provide products or services during the 2024 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$52,500.00 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 January 1, 2024.
2. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2024.
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 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 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. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
19. 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.

20. **Responsibilities of Sponsor:**

- a. Operate and maintain the AT&T booth at the 2024 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
- b. Provide to the District's Sponsorship office prior to May 1, 2024, examples of all 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.
- c. Provide Sponsor's brand logo to the District's Sponsorship office upon request.

21. **Responsibilities of the State:**

- a. Provide a booth space approximately 20' x 20' end cap in the Bing Crosby Hall for the sale of DIRECTV products. All usages must be pre-approved by the Districts sponsorship office.
- b. Provide co-sponsorship of the Dog Agility show. This will entail signage at the show, logo inclusion on the fair's website and inclusion in any promotional pieces promoting this show.
- c. Provide electricity to the booth at no charge.
- d. Include Sponsor's logo on entrance signage where the Fair's sponsors are listed.
- e. Include Sponsor's logo in rotation across the digital matrix boards in the main parking lot and Jimmy Durante Blvd. every day of the Fair.
- f. Provide twenty (20) sponsor badges for staff allowing unlimited admission to the Fair.
- g. Provide seventy-five (75) single admission Fair tickets valid any day of the Fair.
- h. Provide two (2) season track parking passes valid for the duration of the Fair.
- i. Provide one hundred (100) single day track parking passes valid any day of the Fair.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-24-033

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Aqua Paradise

2. The term of this Agreement is: **June 12 – July 7, 2024**

3. The amount of this Sponsorship Agreement is: **\$87,500.00 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 – Sponsorship Terms

Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

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

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

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

405-100-00

SPO-24-033
Aqua Paradise
Exhibit A - Sponsorship Terms
2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Aqua Paradise (“Sponsor”) has agreed to in providing products and/or services during the 2024 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$87,500.00 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 1, 2024.
2. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2024.
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 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 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. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
19. 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.

20. **Responsibilities of Sponsor:**

- a. Operate and maintain the spaces at the 2024 San Diego County Fair. At this space sponsor will be able to sell spas and accessories in the O'Brien hall location and beach related items in the Bing Crosby location.
- b. Provide examples of all literature, samples and merchandise to be distributed and sold. These items must be pre-approved by the State's Sponsorship office.
- c. The Licensee Handbook is hereby incorporated into this Agreement. Participant shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2024 San Diego County Fair unless otherwise provided for in writing by the State's Sponsorship office.

21. **Responsibilities of the State:**

- a. Provide a 20' x 80' island booth space (#1412) in O'Brien hall for the sale of jacuzzi spas.
- b. Provide electricity to this booth.
- c. Provide one hundred (100) Fair admission tickets.
- d. Provide ten (10) badge ID's for staff allowing unlimited admission.
- e. Provide sixty (60) single day track parking passes valid any day of the Fair.
- f. Provide six (6) season parking passes.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-24-049

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Cigma, Inc.

2. The term of this Agreement is: **June 12 – July 7, 2024**

3. The amount of this Participation Agreement is: **\$108,500.00 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.

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME Cigma, Inc.		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 7248 Bellaire Ave. North Hollywood, CA 91605		
STATE OF CALIFORNIA		
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		GL 405-100-00
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

SPO-24-049

Cigma, Inc.

Exhibit A - Participation Terms

2024 San Diego County Fair

1. This participation agreement (“Agreement”) includes the terms and conditions to which Cigma, Inc. (“Sponsor”) has agreed to provide products or services during the 2024 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State” or “22nd DAA”). The cost of this participation is \$108,500.00 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 1, 2024.
2. Sponsor shall make payment of the participation in total when the Agreement is signed, or no later than May 15, 2024.
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 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 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 2024 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, 2024, 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:**
 - a. Provide the following booth spaces:
 - i. Approximately 10' x 20' in the O'Brien Hall (#1235 & 1237) for the sale of Click Heat
 - ii. Approximately 10' x 20' in the O'Brien Hall (#1144 & 1146) for the sale of Hidow TENS units and massage guns.
 - iii. Approximately 10' x 20' in the Bing Crosby Hall (#2219 & 2120) for the sale of hair appliances.
 - iv. Approximately 10' x 20' in the Bing Crosby Hall (#2242 & 2244) for the sale of Hidow TENS units and massage gun.
 - v. Approximately 10' x 10' in the Bing Crosby Hall (#2245 & 2247) for the sale of ionic bands.
 - vi. Approximately 10' x 20' in the Seaside Pavilion (#3318 & 3320) for the sale of hair appliances.
 - vii. Approximately 10' x 20' in the Seaside Pavilion (#3225 & 3223) for the sale of Heat & Click.
 - viii. Approximately 10' x 20' in the Seaside Pavilion (#3302 & 3304) for the sale of TENS unit and massage gun.
 - b. Provide electricity to the booths at no charge.
 - c. Provide forty-five (45) Sponsor badges for staff allowing unlimited admission to the Fair.
 - d. Provide one hundred fifty (150) single admission Fair tickets valid any day of the Fair.
 - e. Provide eighty (80) single day track parking passes valid any day of the Fair.
 - f. Provide thirteen (13) season track parking passes valid any day of the Fair.

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 _____

EXHIBIT A

FACILITY RENTALS RULES & REGULATIONS



THANK YOU FOR CHOOSING THE DEL MAR FAIRGROUNDS AS YOUR VENUE. WE LOOK FORWARD TO HOSTING YOUR EVENT. THE FOLLOWING RULES & REGULATIONS ARE INCORPORATED AS PART OF YOUR EVENT AGREEMENT.

GENERAL POLICIES GOVERNING RENTAL FACILITIES OF THE 22nd DAA

The following policies have been adopted by the Board of Directors of the 22nd District Agricultural Association (“Association”), governing events presented on the Del Mar Fairgrounds by any organization or person. The policies set forth detail the conditions under which an organization or person, (“Licensee”), may present any enterprise, display or entertainment in or around any Del Mar Fairgrounds facility.

No organization or person may use any portion of the Del Mar Fairgrounds without having first obtained a fully executed Interim Event Agreement for use of all or any portion of the Del Mar Fairgrounds are issued on authorized printed forms.

Such Agreements must be signed by the Licensee and by an authorized representative of the Association Management, (Secretary/General Manager or a person designated by him/her) prior to the Licensee’s commencing of any advertising or activity of any kind on the Del Mar Fairground’s premises.

No Licensee will be permitted to open or commence business until all preliminary requirements in these policies and the Interim Event Agreement have been met, any required permits and/or governmental approvals obtained, and insurance certificates and endorsements (if required by the Interim Event Agreement) provided to the Association.

Licensee will conduct the privileges granted in the Interim Event Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association; will not engage in any other business whatsoever upon or within said premises or Fairgrounds, except that which is expressly stipulated and contracted for; and will confine its business and transactions to the space and privileges provided in the Interim Event Agreement.

RESERVATIONS & BOOKINGS

Any activity sponsored by the Association has precedence over any other interim activity or requested usage of the Del Mar Fairground's facilities. If the Association schedules an activity, which conflicts with a previously arranged event, the Association will send a notice of cancellation at least three months prior to the event, to the address stipulated on the Interim Event Agreement. The Association will make every effort to provide an alternate date for said event.

No event will be scheduled which is in conflict with the events of the annual San Diego County Fair and the Thoroughbred Race Meet.

ADDITIONAL CHARGES & DEPOSITS

The Association provides services and equipment not covered by the rental fee. Any costs related to providing these services or equipment is the responsibility of the Licensee and will be invoiced accordingly.

A Surety/Ancillary deposit is required as part of the agreement to cover anticipated additional expenses. Any anticipated or estimated expenses exceeding the surety/ancillary deposit will be due prior to the event. The Association will not provide any services or equipment unless payment has been received in full.

HOURS

The charge for use of the Facility shall apply to the periods of occupancy of the facilities between the hours of 7:00 am to 10:00 pm. No event shall be permitted to continue after 10:00 pm unless agreed to in writing by Association Management in advance of the event. Applicable overtime costs will be charged unless all attendees have vacated and the building secured by the time specified in the Interim Event Agreement.

EXCLUSIVE SERVICES

The Association shall have the exclusive right to provide Licensee the following services:

- Food and Beverage
- Electrical and Plumbing
- Public Safety
- Production (Rigging/Public Address)
- Telecommunication
- Parking
- RV Camping
- Automated Teller Machine
- Alcohol Sponsorship Agreements
- Janitorial and Maintenance

FOOD & BEVERAGE

The Association maintains an exclusive food & beverage contract. The Licensee or exhibitors are not permitted to sell or provide any food, beverage or alcohol. Licensee must allow for adequate space inside each rented venue, determined by the Association, for serving concessions and consumption, within the contracted space for the Association's concessionaire. The Licensee may be levied a fine if they, or their exhibitors, sell Food or Beverage. Sampling of foods two ounces or less may be permitted on a limited basis and only with written approval from Association's Food & Beverage contractor. For all Food & Beverage needs, please call (858) 755-6345.

All food, alcohol and non-alcoholic beverages must be sold and/or distributed by Association concessionaire. Alcoholic beverages are to be kept within the leased area at all times. Consuming these beverages outside the rented area is not permitted. The Association reserves the right to approve all areas proposed for the dispensing and consumption of alcoholic beverages.

ELECTRICAL & PLUMBING

All electrical and plumbing services must be performed by the Association's contractor unless authorized by the Association. Contact the Association Event Manager for details on rates and requirements for these services.

PUBLIC SAFETY

The Association shall have the sole right to provide all security services, medical, and law enforcement, including, but not limited to, determining security, staffing levels, and placement of said staff. Licensee shall be responsible for all expenses related to providing security for their event and shall pay the Association based on estimates provided by the Association.

PRODUCTION (RIGGING/PUBLIC ADDRESS)

Licensee must use Association services for use of any in-house public address systems or fixed audio/visual equipment. When an outside company is used for an event to provide portable A/V services, Event Manager must be consulted and electrical charges may apply.

The Association reserves the right to monitor and/or limit the sound level of any event. The use of a sound system in an outside area on the Del Mar Fairgrounds shall not be permitted to continue after 10 p.m. without written approval from Association Management. Violation of the sound level or termination time may lead to revocation of such privileges.

TELECOMMUNICATION

Licensee must use the Association Telecommunications Services for all telecommunication needs. Including Wi-Fi, DSL, Internet, and phone lines.

PARKING

The Association reserves the right to charge a fee for parking during events. The Association may provide complimentary

passes for Licensee and their staff. Parking fees are subject to change without notice. The availability of specific parking areas shall be subject to change as a result of construction, maintenance, events or other operational factors as determined by the Association. At no time shall any exits or fire lanes be blocked. Vehicles may be subject to tow at owner's expense.

RV CAMPING

A daily fee applies for all RVs with or without hook-ups. Spaces with hookups for water, electricity and sewage are available at no extra charge, but are allotted on a first-come, first-served basis. Payment must be by Visa, MasterCard or American Express. No checks will be accepted. RV spots are run by our onsite Wagon Master and are not part of your contractual space. For additional information on RV spaces, contact your assigned Event Manager, visit our website at www.delmarfairgrounds.com, or call the RV information line at 858-755-1161 ext. 2894.

AUTOMATED TELLER MACHINES

The Association reserves the exclusive right to provide all automated teller services on Association property. Automated teller locations are predetermined by the Association; however, specific event locations are feasible for a nominal transportation and set-up fee.

ALCOHOL SPONSORSHIP AGREEMENTS

The Association reserves the sole and exclusive right to all marketing, promotional, and branding of any alcohol related products. Promotional material of any kind may not be distributed or displayed on Association's property.

JANITORIAL AND MAINTENANCE

The amount of support personnel needed for the event will be determined by the Association Event Manager and based on past history and experience. Normal janitorial service during actual event open hours is provided at no charge to the Licensee. Additional charges apply for post event clean-up, porter service and booth cleaning.

Licensee will be required, at Licensee's sole expense, to keep areas adjacent to the rented area listed under the Interim Event Agreement, clean and orderly. Receptacles will be provided by the Association for garbage, trash and debris. Trash must be placed in appropriate containers.

FEDERAL, STATE AND COUNTY LAWS AND ORDINANCES

GENERAL COMPLIANCE

Licensee agrees to comply, and will comply, with all applicable local, state and federal laws. Licensee agrees to assume, and will assume, full responsibility for payment of all sales taxes, use and possessory interest taxes, assessments and/or fees resulting from Licensee's use of the premises.

NOISE ORDINANCE

Between the hours of 7:00 a.m. to 10:00 p.m., ambient noise level may not exceed 60 dB (A) measured in the residential neighborhoods surrounding the Association. Exterior ambient noise is not permitted between 10:00 p.m. and 7:00 a.m. All sound producing devices used by Licensee must be of such a nature and operated so as not to cause annoyance or inconvenience to patrons or any other Licensee. The Association reserves the right to terminate Licensees' use of any sound producing device, which it determines, in its sole discretion, violates this provision. A \$1000 fee will be billed to the Licensee for violation of the noise ordinance. The noise limits above may be adjusted as follows to account for the effects of time and duration on the impact of noise levels:

1. Noise that is produced for no more than a cumulative period of 30 minutes in any hour may exceed the noise limit by 3 decibels.
2. Noise that is produced for no more than a cumulative period of 15 minutes in any hour may exceed the noise limit by 6 decibels.
3. Noise that is produced for no more than a cumulative period of 10 minutes in any hour may exceed the noise limit by 8 decibels.
4. Noise that is produced for no more than a cumulative period of 5 minutes in any hour may exceed the noise limit by 11 decibels.
5. Noise that is produced for no more than a cumulative period of 2 minutes in any hour may exceed the noise limit by 15 decibels.

SIGN ORDINANCE COMPLIANCE

All signs, posters, flyers, etc. which are posted or distributed in San Diego County for the purpose of advertising or promoting a consumer show at the Del Mar Fairgrounds shall be in full compliance with applicable municipal codes and ordinances. A \$250 fee per sign will be billed to the Licensee of any documented incident of the placement of signs, posters, flyers, etc., which are in violation of local sign ordinances. Ignorance of local sign regulations or reliance on a sign company, for placement of promotional materials, shall not relieve the Licensee of responsibility in this matter.

ADA COMPLIANCE

Licensee is responsible to ensure all ADA ordinances and statutes are followed within the event.

FIRE AND LIFE SAFETY REQUIREMENTS

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the Fairgrounds. This list is not meant to cover all possible situations and the Licensee is responsible for adhering to all applicable regulations. The State Fire Marshal (SFM) and/or the Event Manager have the authority to close your event without notice for failure to comply with the following requirements:

1. Plans identifying the configuration of exhibit spaces shall be submitted to the Event Manager for review and approval 90 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval may be subject to field inspections, fees may apply.
2. SFM may enter any portion of any exhibit space/booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to firefighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc., shall be clearly marked in all areas.
5. No open flame is allowed in any building.
6. Bark dust or like material shall be kept moist at all times.
7. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
8. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - c. Vehicles shall be inspected by SFM.
9. A housekeeping program shall be maintained and adequate noncombustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.
10. The display or use of tents, canopies, or membrane structures are not allowed inside any building. Any outside tent or temporary shade structure may require a Special Event Permit from the State Fire Marshals' office.
11. Demonstration or operation of any heat producing device or sources of ignition, including, but not limited to: heaters, stoves, barbecues, torches, lanterns, and internal combustion engines must be approved, thirty days in advance, by the SFM. Please contact your Event Manager.
12. All decorative material including, but not limited to, drapes, hangings, curtains, carpets and table covers with overhangs, shall be either made from non-flammable material, or rendered and maintained in a flame retardant condition by means of a solution and process approved by the SFM. Please contact your Event Manager.
13. Every building, tent or enclosure and every exhibit space therein, shall be maintained in a neat orderly manner, free from any condition, which would add to or contribute to the rapid spread of fire.
14. Any combustible waste materials and rubbish within the building shall be stored in approved containers. All such waste containers shall be emptied at the close of each day into approved containers outside of the building(s).

15. Waste material and rubbish containers located outside of buildings shall not block exit passageways, fire department access roads; nor shall they be located so as to create an external fire hazard to any building or structure.

Copies of SFM approved certificate of flame resistance covering all treated materials shall be made available at exhibition site.

BOOTH CONSTRUCTION/LOCATION

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - a. Inherently fire resistive and labeled as such; or
 - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

LAYOUTS

Floor plans and fence plans of each event shall be submitted to the Association Event Manager at least 90 days prior to the first day of the event. It is not recommended to sell any booth space prior to receiving plan approval by the Association Event Manager and State Fire Marshal. Plans shall indicate:

- a. The dimensions of all aisles, exits, exhibits, booths and display.
- b. The locations of all emergency lights, exit lights, fire alarm stations, wet standpipe hose cabinets, fire extinguishers, water fountains, and electric panels. These shall not be concealed by any decorative material.
- c. The Association has the right to determine food locations inside each rented venue. See Food & Beverage Policy.

NOTE: Exits, exit lights, aisles, ramps, corridors, and passageways shall not be blocked in any manner.

FIRE EXTINGUISHERS

Fire extinguishers are provided in major buildings; however, at other locations or where special hazards are created, additional extinguishers shall be provided by the Licensee as required by the State Fire Marshal.

FIREWORKS AND/OR PYROTECHNICS

1. No fireworks display will be allowed during an open dance floor concert.
2. In a concert where seating is provided fireworks are allowed when:
 - a. A Pyro technician licensed by the California SFM has obtained a permit through the SFM. This technician must be present for the fireworks display.
3. A Fire Marshall standby will be required anytime a fireworks display is planned.

4. Applications for permits shall be made in writing at least 90 days prior to the date of the display.
5. Only those fireworks that were approved prior to issuing the permit will be allowed during the display. Additional permits required by the SFM. Please see your Event Manager for additional information. Any additional unauthorized fireworks displayed during the show will result in voiding the permit and/or rejecting any future permits for events by the involved company. It may also result in revocation of the company's license.

SMOKING

There is NO SMOKING in any state-owned, state occupied, or a state-leased building or within 20 feet of the main exit or entrance to such a building, or in any vehicle owned or leased by the state.

HEALTH PERMIT

When Licensee's event includes food & beverage oriented exhibitors, such as food blender demonstrations, cookware dealers and health demonstrations, the Licensee is required to obtain a health permit and is responsible for informing and obtaining copies of health permits from the exhibitors. Please contact your assigned Event Manager for health related questions. There is a fee for the permit.

WORK PERMITS

Licensee's who employ youth under the age of eighteen (18) are required by law to see that the employee holds a valid work permit. They are further required to adhere strictly to all applicable child labor laws.

TEMPORARY SELLER'S PERMIT

California state law requires that all exhibitors selling merchandise from the floor or taking orders either on a wholesale or retail basis, must have a valid California State Seller's Permit. Licensee is responsible for notifying exhibitors of this requirement and identifying those to which this requirement applies. Licensee is also responsible for obtaining proof that exhibitors either hold a valid seller's permit, or are not offering for sale any merchandise subject to sales tax. Seller's permits can be obtained through the California State Board of Equalization.

PUBLIC ENTITY EXPENDING STATE FUNDS

The Licensee shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under the contract (Government Code Section 10532). (SAM section 1212.8).

SPEED LIMIT AND VEHICLE SAFETY

All vehicles must adhere to the posted speed limit of 15 miles per hour. Any speeding, reckless or unsafe driving determined by the Association will be issued a citation. Vehicles with more than one citation will be banned from the Fairgrounds for a period of one year.

CAL-OSHA

Licensee shall comply and conform to any general and specific safety requirements contained in this Agreement or as required by law or regulation including the Federal and California Occupation Safety and Health Act (CAL-OSHA) standards applicable to ensuring a safe and healthful workplace and working conditions. Licensee shall promptly and immediately notify Association of any dangerous or hazardous conditions.

RECYCLING REQUIREMENTS

Licensee must instruct all associated personnel, exhibitors, staff, etc. to 'break down' cardboard boxes (flat) and place them beside the nearest trash receptacle. Designated areas will have recycling containers marked for aluminum, glass, and plastic beverage bottles. Please use these receptacles instead of the trashcans for these materials. No Styrofoam products are to be used for any reason. All cardboard boxes must be recycled. Licensee must comply with all state and local recycling ordinances.

EVENT PUBLICITY

The Association is not responsible for publicizing your event. The Association prohibits distribution of any materials of any description outside of the Licensee's contracted area within the Del Mar Fairgrounds without written consent from the Association. Licensee is subject to any costs incurred by the Association resulting from the enforcement and/or clean up of such activity associated with event.

EQUIPMENT RENTAL

Association equipment for rent is limited to availability of inventory on-hand. If equipment is rented from an outside source, Licensee will be responsible for all equipment rented (see Exclusive Services section). Powered equipment owned by the Association may only be operated by Association personnel.

DECORATIONS

All decorating materials must be approved by the Association and removed by the Licensee at the conclusion of the event. Candles and any open flame devices are prohibited.

Nothing may be attached to the Del Mar Fairgrounds facilities, ceiling curtains and equipment is prohibited. There shall be no outdoor use of confetti, glitter, or any helium balloon distribution. Balloons shall not be released into the atmosphere from the Fairgrounds. Any damage incurred to Association property by such items will be the responsibility of the Licensee and will be charged accordingly.

EXHIBITOR RULES

1. All exhibitor rules/materials must be pre-approved by Association's Event Manager.
2. No signs, banners, decorations, or materials of any nature are to be taped, tacked, secured, fastened or anchored to any building part, wall, pillar, door or window.
3. No outside food or beverage is allowed.
4. No items may be thrown at any time from vendor booth(s).
5. Boxes or trash may not be thrown into the aisles during show hours.
6. The Association is not responsible for any valuables and content from vendor spaces.
7. No items whatsoever are to be placed in the aisles (tables, chairs, product, etc.).
8. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.
9. The use of flammable gases (Acetylene, Hydrogen, Propane, Butane and L.P.G.) is strictly prohibited inside the building.
10. Association will not be responsible for or accept deliveries.
11. Flame Retardant Treatment
 - a. All decorations, drapes, signs, banners, sails, acoustical materials, hay straw, moss, split bamboo, and all dried vegetation (palm fronds, cornstalks, etc.) shall be flame retarded to the satisfaction of the State Fire Marshal.
 - b. A State Fire Marshal's Certificate of Flame Retardancy is required, or the ability to pass the inspectors field flame test.
 - c. Most plastic materials cannot be made flame retardant and their use is prohibited.
12. Licensee, exhibitors, patrons and any other persons associated with the event are responsible to comply with the General Facility Rules and Regulations as adopted by the Board of Directors and posted on the website. Please contact your Event Manager.

ACCIDENTS OR INJURIES

All accidents and injuries must be reported immediately to the Associations' Event Manager.

ANIMALS

Animals and pets are not permitted on Association's property, except as an approved exhibit, activity or presentation legitimately requiring the use of animals, or as a service animal. Big cats, snakes, birds, lizards, exotic animals, and other non-common household pets unless approved by the Association are prohibited. Licensee is fully responsible for any pet(s) or animal(s) inside the rented area.

Petting Zoos- in order to limit the risks associated with animal-human contact, the following guidelines are to be adhered to if a petting zoo is part of your event.

Licensee will meet the guidelines established by the Center for Disease Control for animal exhibits with public contact.

1. Animals in petting zoos should be free from disease and in good health. Animals should not be aggressive or vicious in any way. Veterinary inspections prior to your event are recommended.
2. Animals, animal containment areas and animal bedding should be clean and free of feces.
3. Foreign objects such as toys, pacifiers, strollers, etc. should not be permitted in petting zoos.
4. Children 5 and under must be accompanied by an adult while in the petting zoo.
5. Under no circumstances shall any food or beverages be permitted in petting zoo areas.
6. Petting zoo rules should be posted in a prominent location.
7. A hand washing station with warm water must be located in close proximity to the exit of the petting zoo. The hand washing station should be stocked frequently with soap and paper towels.
8. An attendant located at the exit to the petting zoo should be provided to direct people to the hand washing station.

LOST & FOUND ARTICLES

The Association will not be responsible for any lost and/or found items.

COMPLIMENTARY TICKETS OR PASSES

The Association is to receive a minimum of twenty (20) complimentary admissions per performance and/or event day to all events open to the public conducted on Association's property. Admissions credentials/tickets should be given to the Association Event Manager ten (10) days prior to the event.

BOX OFFICE

If the Association provides box office services, licensee must use the Associations' exclusive ticket agency.

VIDEO RECORDING AND PHOTOGRAPHY

Videotaping an event is permitted provided that any broadcast or recording of the event for the reproduction will be for the Licensee's proprietary use and not for broadcast to the general public.

If Licensee is recording, videotaping or broadcasting any event (or portion thereof) for commercial purposes (i.e. concerts, awards ceremony, etc.) for a profit, a \$2,500 fee will be charged for the granting of this right.

DELIVERIES

The Association will not be responsible for property of the Licensee, their exhibitors, representatives or the general public. No deliveries will be accepted at the fairgrounds on behalf of the Licensee or any exhibitors.

STATEMENT OF CONDITIONS

The Interim Event Agreement provides the Licensee with the exclusive right, during the licensed period, for the use of the designated areas of the Association that are listed in the Interim Event Agreement. This includes the general floor space or designated areas, restrooms, janitorial services during actual event times, normal lighting and heating or A/C in those facilities where they are available. Licensee shall have the non-exclusive right to use the common areas of the Del Mar Fairgrounds to provide access, ingress and egress.

The basic rental fees do not include use of kitchen or concession areas, storage rooms, set-up or teardown of displays, materials, or exhibits, utilities, equipment or the public address systems.

CONDITION OF GROUNDS & FACILITIES

Licensee accepts the grounds and facilities, as they exist. Licensee accepts responsibility for the proper set-up of its activity(s) to ensure a safe environment. Licensee shall not allow the blocking of public utilities, exits, fire hose cabinets, fire sprinkler systems, electrical closets, aisles, corridors, passageways, stairways, elevators, escalators, roadways or driveways. Should Licensee view an area that they feel is unsafe, they are to correct it or notify the Association's Event Manager immediately.

DRONE POLICY

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the Del Mar Fairgrounds is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the Association. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests. Permission to stay or remain on Association policy may, in the discretion of the Association, be revoked for any person[s] in violation of this policy.

PAYMENTS

LATE CHARGES

A late fee of \$25 + 1% of the contractual payment amount will be assessed for any payment that is more than fifteen (15) days overdue. Additional late fees of 1% will be assessed every fifteen (15) days thereafter until the payment due is paid in full. Should Licensee fail to submit the required payments, as stated herein,

the Association reserves the right to cancel the event without further notice.

- END OF EXHIBIT A -

SAMPLE AGREEMENT

22nd District Agricultural Association Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this Date day of Year ("Effective Date"), by and between the 22nd District Agricultural Association, a California state institution ("District") and Name ("Judge"). District and Judge are sometimes collectively referred to in this Agreement as "the Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. The Judge shall serve as a judge at the District's 2023 County Fair and will provide the following judging services Category ("Judging Services"). The Judge shall provide Judging Services on Judging Date ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall pay Judge \$XXX, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be executed by Judge and received by District by Execution Date in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days of the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.2. Cancellation. The District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.2, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1. The Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

4.2. This Agreement may be terminated and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3. If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4. This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed, in triplicate, by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association

Judge's Signature

By: _____
Carlene Moore, Chief Executive Officer

Judge's Name [Printed]

Address

City, State, Zip

Account Number: 600-100-60

Email address

Telephone number

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------	---

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

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

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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
	Contract Addendum (show specific and provided by Romeo Entertainment)	
Exhibit B	Contractors Certification Clauses	4
Exhibit C	Copyright Infringement Indemnification & Talent Agency License Certification	2
+ - Exhibit D	Payee Data Record	2
+ - Exhibit E	Insurance Requirements	4
+ - Exhibit F	General Terms and Conditions GTC 610	3
+ - Exhibit G	Worker's Compensation Exempt Status	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.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
-----------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------	---

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

SAMPLE

CONTRACT ADDENDUM

Producer:

**Buyer: 22ND DISTRICT AGRICULTURAL ASSOCIATION
SAN DIEGO COUNTY FAIR**

Performance Date:

Location: Paddock Stage, Del Mar, CA

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract and Producer/Artist Rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay **twenty percent (20%)** of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers. Credit Card Fees shall be an expense deducted from the Gross at the actual credit card rate and no more than 3.5%.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** **Except as may otherwise be stated on the contract face, Artist/Producer is not to play or advertise another date in San Diego or Riverside Counties within 3 months prior to the performance date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.**
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. **THIS WILL BE STRICTLY ENFORCED.**

Sound pressure levels must not exceed 96 decibels (A-weighted slow) at house mixing position (approximately 75 feet from stage). Random readings may be taken by District throughout sound check and performance and Producer will be advised by the District immediately in the event of any violation(s) The Producer is advised that in the event of any violation(s) of these standards after notice to Producer, the Producer may be subjected by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies, to the imposition of fines and/or penalties. In the event of repeated violations after notice to Producer, the District may require the Producer to immediately cease performance.

6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than **30** individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact **HENRY RIVERA @ 858-792-4281**, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy with limits to be not less than \$1 million per occurrence and \$2 million aggregate, and Producer shall have reasonable opportunity to cure any breach of policy limits. Upon request, Producer shall provide proof of such insurance. **No indemnification, hold harmless or additional insured certificate will be provided to Producer by the District. Producer also agrees to obtain from each and every performer participating in any hazardous activity, of from each audience member actively participating in the act a Release and waiver of liability Agreement, which may be found online at <http://www.csfa.org/cms/selfinsurance/general-liability/g/forms/release-waivers/>.** Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer.

For clarification, It is expressly understood and agreed that the parties hereto are acting as independent Producers with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective Producers, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.

Producer shall be paid by District check in the amount specified in this Agreement immediately upon completion of performance. Producer may be subject to applicable California State non-resident entertainer withholding taxes by the State of California Franchise Tax Board (FTB). Producer must accurately complete Exhibit C, Payee Data Record, before or at the time of the execution of the Agreement. Exhibit C, Payee Data Record, is incorporated into this Agreement by reference as though set forth in full. Producer acknowledges and agrees District is required to withhold seven percent (7%) of payments to nonresident bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Producer exceed \$1,500 for the calendar year. A Waiver or reduced amount of withholding can be initiated by the non-resident entertainer, using Franchise Tax Board forms. For access to the applicable forms, and for further questions refer to the State of California Franchise Tax Boards "Nonresident Entertainment Withholding Procedures," which can be found on the Internet at <http://www.ftb.ca.gov/individuals/wsc/decision-chart.shtml>.

Producer warrants that it maintains Workers Compensation Insurance for Producer and Producer's employees in the amounts and to the extent required by law. Producer shall submit to the District proof of valid Worker's Compensation insurance coverage for all of their employees to the extent required by law, unless performer has certified on Exhibit B, Vendor Data Record, that he/she is a sole proprietor and has no employees. The District warrants that it maintains Workers Compensation Insurance for the District and District's employees in the amounts and to the extent required by law. It is mutually agreed that the parties are relying upon the foregoing representation and warranties that it has proper workers compensation insurance, to the extent required by law, and that the non-complying party will indemnify and hold harmless the complying party in the event it did not have the insurance. To the extent required by law, Producer will comply with Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.
11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions; provided that Artist is in the city of the Engagement, and is ready, willing, and able to perform the services set forth in the Agreement. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.
12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach).

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties. Notwithstanding the foregoing, in the event Producer/Artist breaches the terms of the Agreement and fails to cure such alleged breach within a reasonable time period, Buyer may terminate the Agreement without penalty, and upon such termination, Producer/Artist shall immediately return to Buyer all monies previously received in relation to the Agreement without limiting Buyer's available rights or remedies.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, Producers, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.
14. **INDEMNIFICATION:** Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage directly or indirectly arising from or related to the performance or non-performance of the Agreement, regardless of responsibility of negligence. Notwithstanding anything to

the contrary in this Agreement, in no event shall Producer be obligated to defend or indemnify Buyer with respect to the sole negligence or willful misconduct of the Buyer or Buyer's agents (excluding the Producer, or any of its employees or agents.)

15. **PHOTOGRAPHY/TAPING:** Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.
16. **CHOICE OF LAW & VENUE:** The choice of law and choice of venue shall be the City of Del Mar, County of San Diego and State of California
17. **COVID-19:** The parties agree and understand that the COVID-19 pandemic creates unique health and safety issues that could prevent this engagement from occurring. With full knowledge of this situation, the parties hereby agree to engage in good faith to discuss any then current circumstances caused by the COVID-19 pandemic that may affect the engagement and shall abide by the guidelines outlined below.
 - a. If any state, federal, or county governmental entity cancels/denies permits (e.g., ban on mass gatherings) this shall be a Force Majeure event and all parties shall bear their own costs and risk and all deposits shall be promptly refunded to Purchaser. The parties shall work in good faith to try and reschedule the engagement.
 - b. If any state, federal, or county governmental entity requires a reduction in venue capacity or imposition of other COVID-19 measures (e.g., no camping, temperature checks, staggered entry) that Purchaser decides makes the show impossible the Purchaser shall have the right to attempt to reschedule the engagement, propose new deal terms for the existing engagement (e.g. two shows in the same day, reduced guarantee) or cancel the event. If Purchaser makes a determination of impossibility under this clause 31 days or more prior to the engagement Producer shall promptly refund any deposit monies paid. If Purchaser makes a determination of impossibility under this clause within 30 days or less of the performance date, Producer shall have the right to retain ten (10%) of the artist's guarantee to cover expenses and any remaining deposit monies shall be promptly refunded to Purchaser.
 - c. Poor ticket sales are NOT an excuse to cancel.
18. **PUBLIC ACCESS TO FACILITY:** The District's facility where Producer's performance will take place will be open to the public 90 minutes before show time. There shall be no exceptions to these stated times. These requirements are necessary, inter alia, to meet safety and crowd control procedures set by the State of California Fire Marshal and the San Diego County Sheriff's Department.
19. **ALCOHOLIC BEVERAGES & TOBACCO PRODUCTS:** The District will not provide any alcoholic beverages and/or tobacco products to Producer as a part of this agreement. The use of tobacco products at the District's premises is strictly forbidden.
20. **SPONSORSHIPS:** District sponsorships shall not be excluded by Producer's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Producer endorses the sponsor, its products, or services. Producer shall not receive any revenues from any District sponsorship agreements. Producer's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.
21. **PROFANE OR OBSCENE LANGUAGE:** The District's fairgrounds is a state of California facility and all performances will be open to the public, including adults and children. The use or display of profane, racially offensive or obscene material, language, and/or gestures during the performance or while on stage is strictly prohibited. Any use or display of obscene or profane language and/or gestures during the performance or in view or earshot of the public is prohibited. In addition, the parties agree that in the event of any violation of this Paragraph, it will be impracticable or extremely difficult to determine the damages suffered by the District. It is therefore agreed that in the event of such a breach by Producer. Producer will pay to the District the sum of \$1,000.00 each time Producer uses or displays profane, racially offensive or obscene material, language, or gestures. The parties agree that this sum represents a fair and reasonable estimate of the costs and damages incurred by the District by reason of Producer's violation of this Paragraph.
22. **DRUGS & PARAPHERNALIA:** The District, through discussions with anti-drug youth coalition, has enacted a very strict anti-drug policy for the fairgrounds. As such Producer agrees that it shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or showing paraphernalia employed in use of illegal drugs during Producer's performance or at any time while Producer is on stage.

ACCEPTED AND AGREED:

PRODUCER

ACCEPTED AND AGREED:

BUYER

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------	---

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

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

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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	Performance Agreement	4
Exhibit B	House Rider	3
Exhibit C	Special Terms and Conditions	3
+ - Exhibit D	Insurance Requirement	3
+ - Exhibit E	Payee Data Record	2
+ - Exhibit F	Worker's Compensation Exempt Statement	1
+ - Exhibit G	Copyright Infringement Indemnificaiton	1
+ - Exhibit H	Entertainer Handbook	5

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.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
-----------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------	---

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

SAMPLE

Exhibit A Performance Agreement

1. Performance

- a. At the direction and to the satisfaction of the Production & Entertainment Supervisor, Animal Cracker Conspiracy, Inc, hereinafter referred to as Contractor, agrees to produce and perform (description of performance), during the 2024 San Diego County Fair which runs from June 12, 2024, through July 7, 2024, located at the 22nd District Agricultural Association/Del Mar Fairgrounds.
- b. District shall provide equipment that is mutually agreed upon and referenced in this contract.
- c. Contractor shall provide the following:
- d. District agrees to provide the following:
- e. Contractor is **not authorized** to sell performance related merchandise during their stated performance.
- f. District agrees to pay Contractor a total amount not to exceed **\$00,000.00**, payable as follows: spelled out dollar amount, on **June 30, 2024**. Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the Franchise Tax Board (FTB). Please *accurately complete Exhibit B, Payee Data Record*, incorporated into this Agreement.

The Contract must be fully executed without changes and returned to the Production & Entertainment Department by **February 29, 2024**. The District cannot guarantee payment on dates listed above if, the fully executed contract is not received 30 days prior to the performance date.

District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if the payments exceed \$1500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Form 589. For further questions refer to the FTB Pub. 1024 “Nonresident Withholding Entertainment Guidelines,” which can be found on the internet at www.ftb.ca.gov.

2. District Oversight

- a. The District reserves the right to audit and monitor any and all sales as well as access to the premises, and shall also have the right of access to, and inspection of, any premises used by the Contractor under this Agreement at any time, with or without prior notice. Selling, advertising or distributing any product, service, or printed material without prior authorization by the District is prohibited.
- b. The project representatives during the term of this agreement will be:

State Agency: 22 nd DAA/Del Mar Fairgrounds	Contractor:
Section/Unit: Production & Entertainment	Section/Unit:
Attention: Mary Lawson, Entertainment Supervisor	Attention:
Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014	Address:
Phone: 858-792-4253	Phone:
Email: mkelly@sdfair.com	Email:

- c. No pets or other animals are permitted except guide dogs, service dogs, or signal dogs, as defined in Civil Code section 54, or with prior authorization of the District.

3. Copyright Infringement Indemnification

- a. Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 19 U.S.C. §§190:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause

shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

- b. Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor’s sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.
- c. Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material.
- d. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim, which may result from the foregoing indemnification.
- e. Contractor certifies compliance with applicable requirements in the talent agency sections of the Labor Code (§271 and §272 and §1500.5 et seq.)

4. Talent Agency License Certification

- a. No person, or agent or officer thereof, engaged in the business of promoting a theatrical enterprise where living individuals are used or employed in the presentation, except persons having a free and unencumbered title to the fee of the property on which the theatrical enterprises is produced, shall fail or neglect, before producing such enterprise in any period for which a single payment of wages is made, to have on hand or on deposit with a bank or trust company, in the county in which such enterprise is to be produced, or if there is no bank or trust company in the county, then in the bank or trust company nearest the place where such enterprise is produced, cash or readily salable securities of a market value sufficient to pay the wages of every individual used or employed in the production of such enterprise, or in connection therewith for such period. The provisions of this section shall not apply to the use or employment of individuals by a radio or television broadcasting enterprise; provided, there is on hand or on deposit with a bank or trust company in this State cash or readily salable securities of a market value sufficient to pay the wages of every individual used or employed in such enterprise, or in connection therewith. Theatrical enterprise as used in the section means the production of any circus, vaudeville, carnival, revues, variety shows, musical comedies, operettas, opera, drama, theatrical, endurance contest, walkathon, marathon, derby or other entertainments, exhibitions, or performances. Any person, or agent or officer thereof, who violates this section, is guilty of a misdemeanor.
- b. Every person, agent, or officer thereof engaged in the business specified in Section 270, 270.5, 270.6, or 271, shall keep conspicuously posted upon the premises where persons are employed, a notice specifying the name and address of the bank or trust company where the required cash or readily salable securities are on deposit, or the name of the surety or sureties on the bond deposited pursuant to Section 270.5 or 270.6. Failure to keep the notice conspicuously posted is prima facie evidence of a violation of Section 270, 270.5, 270.6, or 271.
- c. No person shall engage in or carry on the occupation of a talent agency without first procuring a license therefore from the Labor Commissioner. The license shall be posted in a conspicuous place in the office of the licensee. The license number shall be referred to in any advertisement for the purpose of the solicitation of talent for the talent agency. Licenses issued for talent agencies prior to the effective date of this chapter shall not be invalidated thereby, but renewals of those licenses shall be obtained in the manner prescribed by this chapter.

5. Workers Compensation Exempt Statement

Contractor hereby certifies that by signing this Agreement Contractor has no employees and is therefore not subject to §3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code.

Contractor further certifies that by signing this Agreement Contractor will comply with such provisions immediately upon hiring any employee and before commencing the performance of this Agreement.

6. Insurance Requirements

Contractor agrees to provide evidence of Automobile Liability Insurance if vehicle(s) are used in the performance of this Agreement. Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Contractor's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

AND

7. Contractor shall provide a Certification of Insurance indicating, in accordance with Exhibit D, Insurance requirements, for General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001 and at all times maintain in effect bodily injury and property damage liability insurance with policy limits in the minimum amount of: \$1,000,000 combined single limits per occurrence. Contract shall further list as additional insured endorsement: "The State of California and the 22nd District Agricultural Association, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

8. Independent Contractor

Contractor and Contractor's agents, officers, subcontractors, independent contractors, and employees, in the performance of this Agreement, shall act in an independent capacity and not as agents, officers, or employees of the State or District.

9. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 22nd District Agricultural Association aka Del Mar Fairgrounds, its agents, officers, directors, consultants, employees, and subcontractors (collectively the "District"), and each of them, from and against any and all claims, demands, causes of action, damages, losses, costs, expenses, penalties, and liabilities incurred or to be incurred by the District, including but not limited to costs of investigation and reasonable attorney and other third party fees and, to the extent permitted by law, fines, penalties and forfeitures in connection with any proceedings against the District, arising out of or resulting from (i) any injuries or damages to any person, firm, or corporation, directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; (ii) any breach of the Agreement by Contractor, (iii) liabilities under Workers Compensation law or California Labor Laws; or (iv) any infringement by the performance or product of any copyright, trademark, trade secret, or other intellectual property right or similar rights of any third party. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, directors, or agents (excluding the Contractor herein, or any of its employees or agents).

10. Contractor's Power and Authority

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein.

11. Performers' Handbook and Application

The Performers' Handbook and Application is hereby incorporated into this Agreement. Contractors are required to abide by its stated rules and regulations. To print/view the Handbook and Application please go to: <https://www.sdfair.com/p/participate/perform> to request a copy, mkelly@sdfair.com.

12. Conflict of Terms & Conditions

Where the terms of this Agreement or District's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both

parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

13. Drone Policy

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the 22nd District Agricultural Association ("22nd DAA") is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the 22nd DAA. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests.

Permission to stay or remain on 22nd DAA property may, in the discretion of the 22nd DAA, be revoked for any person[s] in violation of this policy.

SAMPLE



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 1

Project: 022-23-100 - Del Mar Connection Center
2260 Jimmy Durante Blvd.
Del Mar, California 92014

Del Mar Connection Center IPA

FUNDING SOURCE:	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	CONTRACTOR:	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
ARCHITECT/ENGINEER:		DATE CREATED:	12/14/2023
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	01/31/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	12/01/2026	ACTUAL COMPLETION DATE:	

DESCRIPTION:

**22nd DAA San Diego County Fair
Del Mar Connection Center
Project #022-23-100**

This Individual Project Agreement (“IPA”) is entered into this **20th Day of November 2023** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd 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 Twenty-Six Thousand, Seven Hundred Seventy-Six and 38/100 Dollars (\$1,126,776.38)**. 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 Twenty-Six Thousand, Seven Hundred Seventy-Six and 38/100 Dollars (\$1,126,776.38). CCA shall provide Fair with accounting reports of Project funds after the project following reconciliation or upon request of the Fair if required.

1. Approvals by Fair.

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



Funding Contract 1

1. Fair to approve the awarded construction contract following the CCA procurement process and before construction commences.
2. Fair to approve payments to the Project contractor(s) before CCA makes payments.
3. 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.

EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is the **Del Mar Connection Center**. The project site is at the **22nd DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

1. CCA will help the Fair design and remodel the existing Surfside Derby Club space into a new consolidated administrative office space. CCA will hire a consultant that will prepare a written program identifying individual space requirements, projections for growth and a summary totaling all functional and support spaces for review and approval by the Fair. CCA will also ensure that the consultant prepare adjacency diagrams depicting alternate methods for blocking and/or clustering program components toward achieving the critical and desired physical relationship of project components, as expressed during interviews. Drawings will be developed to a level suitable for the Fair to determine the most advantageous planning direction of the project and to obtain preliminary pricing for the project.
2. CCA will provide plan review and agency review as required.
3. CCA will bid and engage a contractor to remodel the existing space per the approved plans.

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 total project management fees are stated below. Please note the breakout of the allocation of fee costs and conditions; see Exhibit B.

One Million One Hundred Twenty-Six Thousand, Seven Hundred Seventy-Six and 38/100 Dollars (\$1,126,776.38).

INCLUSIONS:

ATTACHMENTS:

TERMS & CONDITIONS:

SCOPE OF WORK:

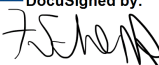



Funding Contract 1

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract.4. Construction	Construction Contract	\$750,000.00
2	01-110-20.4. CON Construction Contingency.4. Construction	Construction Contingency	\$75,000.00
3	01-130-20.2. CD Bid Management.2. Construction Development	Bid Management	\$2,500.00
4	01-140-10.1. DD Construction Project Management Fees (%).1. Design Development	Construction Project Management Fees (%)	\$13,500.00
5	01-140-10.2. CD Construction Project Management Fees (%).2. Construction Development	Construction Project Management Fees (%)	\$13,500.00
6	01-140-20.4. CON Project Administration Fees (\$300 min).4. Construction	Project Administration Fees (\$300 min)	\$67,500.00
7	01-140-30.1. DD Direct Cost Handling Fee (6%).1. Design Development	Direct Cost Handling Fee (6%)	\$2,244.00
8	01-140-30.2. CD Direct Cost Handling Fee (6%).2. Construction Development	Direct Cost Handling Fee (6%)	\$3,286.38
9	01-200-10.1. DD Architect.1. Design Development	Architect	\$30,000.00
10	01-200-10.2. CD Architect.2. Construction Development	Architect	\$37,500.00
11	01-200-10.4. CON Architect.4. Construction	Architect	\$9,375.00
12	01-220.1. DD Cost Estimating.1. Design Development	Cost Estimating	\$4,500.00
13	01-220.2. CD Cost Estimating.2. Construction Development	Cost Estimating	\$6,500.00
14	01-230-10.2. CD Plan Review.2. Construction Development	Plan Review	\$3,873.00
15	01-230-30.4. CON Inspections - Construction.4. Construction	Inspections - Construction	\$19,886.00
16	01-240-10.1. DD Travel.1. Design Development	Travel	\$1,200.00
17	01-240-10.2. CD Travel.2. Construction Development	Travel	\$3,200.00
18	01-240-10.4. CON Travel.4. Construction	Travel	\$12,500.00
19	01-240-20.1. DD Reproduction / Printing.1. Design Development	Reproduction / Printing	\$1,200.00
20	01-240-20.2. CD Reproduction / Printing.2. Construction Development	Reproduction / Printing	\$1,200.00
21	01-240-20.4. CON Reproduction / Printing.4. Construction	Reproduction / Printing	\$2,812.00
22	01-240-50.1. DD Misc.1. Design Development	Misc	\$500.00
23	01-240-50.2. CD Misc.2. Construction Development	Misc	\$2,500.00
24	01-240-50.4. CON Misc.4. Construction	Misc	\$2,500.00
25	17-20.4. CON Insurance.4. Construction	Insurance	\$60,000.00
Grand Total:			\$1,126,776.38

22nd District Agricultural Association
 2260 Jimmy Durante Blvd.
 Del Mar, California 92014

California Construction Authority
 1776 Tribute Road, Suite 220
 Sacramento, California 95815

DocuSigned by:

 12/27/2023
 SIGNATURE DATE

DocuSigned by:

 2/1/2024
 SIGNATURE DATE

DocuSigned by:

 2/1/2024
 SIGNATURE DATE



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
between
California Construction Authority
and
22nd DAA San Diego County Fair
for
San Dieguito Double Track (SDDT) Support
CCA Project 022-23-487140**

This Individual Project Agreement (“IPA”) is entered into this **20th Day of November, 2023**, by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd 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 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. Payment by Fair under this IPA shall not exceed the amount of **SIX THOUSAND, FIVE HUNDRED NINETY-THREE and 30/100 DOLLARS (\$6,593.30)** 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:

SIX THOUSAND, FIVE HUNDRED NINETY-THREE and 30/100 DOLLARS (\$6,593.30)

CCA shall provide Fair with accounting reports of Project funds, at completion of 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.

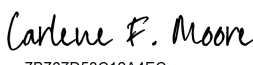
7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior 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 above written.

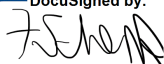
CALIFORNIA CONSTRUCTION AUTHORITY

DocuSigned by:

 F77C2778134947C...
 Name: Randy Crabtree Jr.
 Title: Executive Officer

22ND DAA SAN DIEGO COUNTY FAIR

DocuSigned by:

 7B767D53C12A4EC...
 Name: Carlene Moore
 Title: CEO

22ND DAA SAN DIEGO COUNTY FAIR

DocuSigned by:

 89DEC44GG26A4FB...
 Name: Frederick Schenk
 Title: Board President

DS




EXHIBIT "A"

SCOPE OF SERVICES

The Fair's designated project is the **San Dieguito Double Track (SDDT) Support Project**. The site of the project is located at the **22nd DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

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

- A. CCA will provide a Project Manager and a Compliance Program Manager to support the Fair with the San Dieguito Double Track (SDDT) project on a time and materials/reimbursable basis, not to exceed agreement.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

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 proceeding 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 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 into this IPA with the Fair.

The cost to implement the scope of work as presented, including a contingency, and all direct expenses and fees is **SIX THOUSAND, FIVE HUNDRED NINETY-THREE and 30/100 DOLLARS (\$6,593.30)**. Please note the breakout of the allocation of costs, see Exhibit B.



EXHIBIT "B"

PROJECT BUDGET OUTLINE

22nd DAA San Diego County Fair
San Dieguito Double Track (SDDT) Support
CCA Project 022-23-487140
 Cost Breakdown

<u>PROJECT COSTS</u>		
		\$ -
<u>REIMBURSABLES</u>		
CCA Project Manager Time (40 hours @ \$134 per hour)	\$ 5,360.00	
Travel	\$ 750.00	
		\$ 6,110.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Project Administration Fee (12% or \$300 min.)	\$ 300.00	
Direct Costs Handling Fee (3%)	\$ 183.30	
		\$ 483.30
Total Costs, with Fees and Estimated Costs		\$ 6,593.30

1: All work conducted on a T&M basis. Not to Exceed basis. All costs/fees will be tracked and reconciled at the project conclusion.



Item 6-A, Finance Committee Report

Background

The attached preliminary financial reports are through December 31, 2023, and are subject to change as the 22nd District Agricultural Association (District) works to review and close out the month and year. A final report will be available upon preparation and completion of the CDFA required 2023 Statement of Operation (STOP) report at the end of March 2024.

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. Therefore, the Committee reviews and presents financial reports to the Board from two months prior (March financials in May, April financials in June, etc.).

Meeting monthly, the Finance Committee monitors detailed financial information and activities including accounts receivable and payable aging, income statements for business operations including The Sound and Premier Food Services, and reviews and recommends rates and fees for District services and activities.

Accrued Employee Leave Liabilities Review

The Committee reviewed the Excess Leave Liability Report through December 31, 2023, which shows that there are three employees with excessive Annual Leave or Vacation balances. CEO Moore will continue to require leave management plans from all employees that may surpass the 640-hour limit within the year, and the Committee will review the Excess Leave Liability Report annually in January to monitor the liability on the Balance Sheet.

Workplace Policies and AB1499 New Fair Funds

Prior to AB 1499 (3/4 of 1% of gross sales on fairgrounds) and District's adoption of the required workplace policies in 2020 to be eligible for funding during the pandemic, District was exempted from overtime requirements for temporary employees under the Federal Labor Standards Act (FLSA). Since adoption of those policies, District has had to relinquish the exemption to receive a portion of AB 1499 funds. Since 2020, District has received \$2,447,170 in funds and paid out \$1,455,868 in overtime to temporary employees for a net of just under \$1M over the four year period.

Executive Summary

As stated previously, the Committee reviewed a preliminary report as staff is working to review and close out the year. A final report will be available upon completion of the CDFA required Statement of Operation (STOP) report at the end of March 2024.

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 unrestricted cash position continues to remain strong. In 2021, **Restricted Cash in Trust** (loan funds) for capital projects comprised a 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 1) maintaining a reserve fund held in trust equivalent to one year's debt obligation, 2) the current year's debt obligation, and 3) 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 15th 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 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 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 2023 operating budget goals.

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

- **Revenues:**
 - **Total Operating Revenues** exceeded expectations by 3% for the month of December and 7% cumulatively for the year.
 - **Gate Admissions** are in line with the budgeted amounts as of the end of the third quarter. The actual figures were less than 2% short of cumulative expectation.

- **Concessions revenues** fell short of expectations for the month of December by 9% and were 11% higher than annual budgeted amounts. Cumulatively for the year, these revenues exceeded expectation based on stronger performances from Premier (up 13%), Fair Concession Sales (up 16%), and Midway Sales (up 8%).
- **Parking Revenues** exceeded the forecast for the month of December by 15%; however, for the year, this category trends below anticipated results by 12%.
- **Interest Earnings** outperformed the budget by \$950,000 for the year due to Fed Fund Rate increases pursuant to actions taken by the Federal Reserve/Federal Open Market Committee.
- Expenses:
 - **Total Operating Expenses** were higher than expectations by 18% for the month of December and about 2% below expectations for the year, resulting in a cost increase of \$479,000 for the month and savings of \$1,375,000 for the 2023 financial year.
 - **Payroll & Related Expenses** are indicative of the 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. Through December 2023, payroll and related expenses are \$3,011,00, or 15%, under budget.
 - **Professional Services** consists of a multitude of services, the largest being food and beverage. For the year ending in December, this element trends at budget amounts, resulting in \$117,000 over budget.
 - **Food and Beverage Expenses** were trending at budget for the month. Cumulatively for the year, this element is trending 10% higher than expectations partly due to the corresponding increased revenues from Premier.

End of Year Closeout and 2023 CDFA Statement of Operations

The Statement of Operations (“STOP”) is the end-of-year financial report historically submitted to the California Department of Food and Agriculture (CDFA) near the end of March.

UNAUDITED FINANCIAL STATEMENTS

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

	2023	2022	2021
Assets			
Cash	\$ 36,158,081	\$ 31,955,381	\$ 21,991,561
Restricted Cash - JLA	(14,855)	44,917	24,048
¹ Restricted Cash - F&B Equipment Fund	51,157	172,903	338,980
² Restricted Cash - RTA	12,880,460	14,371,195	11,320,043
Restricted Cash in Trust - WQI	-	-	332,064
Restricted Cash in Trust - The Center	-	-	1,983,024
Total Cash and Cash Equivalents	49,074,842	46,544,397	35,989,721
Accounts Receivable	2,353,327	1,770,026	4,505,277
Prepaid Expenses	319,128	384,672	480,079
³ Deferred Outflows Pension	5,298,571	5,298,571	6,547,075
Total Current Assets	7,971,026	7,453,269	11,532,431
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	197,145,152	197,145,152	189,021,781
Equipment	38,756,119	38,306,559	37,989,227
Capital Projects in Process	32,872,467	30,729,783	38,316,963
Accumulated Depreciation	(181,302,229)	(181,302,229)	(173,822,663)
Total Capital Assets	122,483,409	119,891,163	126,517,207
Total Assets	\$ 179,529,277	\$ 173,888,829	\$ 174,039,359
Liabilities			
Accounts Payable	5,609,698	6,657,992	6,337,592
Payroll Liabilities	1,244,966	537,676	197,143
Accrued Liabilities	1,983,964	1,930,760	2,171,478
⁴ Other Current Liabilities	1,670,628	1,703,998	1,747,493
⁵ Deferred Revenue	2,031,625	2,506,229	11,275,204
Current Long Term Debt	2,616,675	3,133,355	4,270,797
⁶ Accrued Employees Leave Liabilities	1,361,019	1,231,048	1,197,178
⁷ Long Term Debt	57,625,255	61,448,807	63,962,267
Reserve - F&B Equipment Fund	907,953	607,289	344,475
Reserve - JLA	36,607	16,305	20,838
³ Pension Liability	40,141,406	39,930,036	45,069,990
³ Deferred Inflows - Pension	1,754,199	1,754,199	2,744,433
Total Liabilities	116,983,994	121,457,693	139,338,887
Net Resources			
Contributed Capital	78,877,171	78,877,171	78,877,171
Less Contributed Capital to RTA	(34,358,470)	(34,358,470)	(34,358,470)
Net Resources - Unrestricted	11,783,919	(5,921,909)	(13,151,333)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	52,410,834	34,705,006	27,475,582
Net Proceeds from Operations	10,134,450	17,726,131	7,224,891
Total Net Resources	62,545,283	52,431,136	34,700,473
Total Liabilities and Net Resources	\$ 179,529,277	\$ 173,888,829	\$ 174,039,359

1

Per Food & 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

⁴ Current portion of long-term debt due within the next 12 months⁵ Advance payments for events/activities in the future⁶ Due to employees at time of separation for paid leave balances⁷ RTA Bonds \$31.5M; Ibank WQI \$6.6M; Ibank Sound \$13.3M; Premier \$1.5M; Energy Efficiency \$3.1M; CalPers SB84 \$1.8M

UNAUDITED FINANCIAL STATEMENTS

22nd DAA Income Statement For the Period Ending December 31, 2023

	December 2023			Year-to-Date			Full 2023 Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
REVENUES							
Admissions Revenue	0	0	0	12,037,210	12,337,386	(300,176)	12,337,386
Gates	0	0	0	12,037,210	12,337,386	(300,176)	12,337,386
Concessions Revenue	451,670	497,450	(45,780)	45,732,291	41,087,636	4,644,655	41,087,636
Food & Beverage Contra	446,542	490,910	(44,368)	20,885,566	18,544,654	2,340,912	18,544,654
Other Food & Beverage	0	0	0	5,117,679	4,422,070	695,609	4,422,070
Midway	0	0	0	19,527,052	18,054,362	1,472,690	18,054,362
Merchandise	5,184	6,540	(1,356)	110,917	66,550	44,367	66,550
Facility Rentals Revenue	307,651	315,616	(7,965)	9,328,658	7,308,591	2,020,067	7,308,591
Commercial	4,600	0	4,600	4,695,178	3,131,700	1,563,478	3,131,700
Leases Revenue	768,516	754,415	14,101	1,720,437	1,694,917	25,521	1,694,917
Racetrack	725,000	725,000	0	1,225,000	1,225,000	0	1,225,000
Program Revenues	175,397	87,200	88,197	7,455,707	8,644,444	(1,188,737)	8,644,444
JLA	0	0	0	33,020	472,500	(439,480)	472,500
Parking	148,215	69,000	79,215	6,561,566	7,417,744	(856,178)	7,417,744
Participation Fees	1,040	0	1,040	347,021	335,000	12,021	335,000
Satellite Wagering	26,142	18,200	7,942	514,065	419,200	94,865	419,200
OPERATING REVENUE TOTALS	1,703,234	1,654,681	48,553	76,274,304	71,072,973	5,201,330	71,072,973
Contributions	111,026	4,600	106,426	582,368	1,609,000	(1,026,632)	1,609,000
Government Funding	0	0	0	58,820	0	58,820	0
Sponsorships	111,026	4,600	106,426	517,937	1,500,000	(982,063)	1,500,000
Other Non-Operating Revenue	420,537	85,152	335,385	1,508,083	546,608	961,475	546,608
Interest Earnings	394,872	67,500	327,372	1,225,108	270,000	955,108	270,000
Pledged Revenue	0	0	0	0	0	0	0
Reimbursed Costs	377,035	240,249	136,786	2,181,569	1,567,116	614,453	1,567,116
Prior Year Revenue	0	0	0	5,714	0	5,714	0
NON-OPERATING REVENUE TOTALS	908,599	330,001	578,598	4,277,734	3,722,724	555,010	3,722,724
			0				
TOTAL REVENUE	2,611,832	1,984,682	627,151	80,552,038	74,795,698	5,756,340	74,795,698
EXPENSES							
Payroll & Related Expense	1,108,154	1,163,157	55,003	16,787,158	19,798,369	3,011,211	19,798,369
Professional Developer	35,338	3,655	(31,683)	135,399	228,558	93,159	228,558
Professional Services Expense	713,017	860,227	147,210	24,752,557	24,574,967	(177,590)	24,574,967
Food & Beverage Expens	518,678	523,928	5,250	15,747,986	14,313,411	(1,434,575)	14,313,411
Insurance Expense	110,051	9,663	(100,388)	935,096	206,297	(728,799)	206,297
Facility & Related Expense	1,150,395	540,218	(610,177)	8,627,414	7,079,715	(1,547,699)	7,079,715
Equipment & Small Ware	0	0	0	180,195	0	(180,195)	0
Telephone & Internet	9,851	8,204	(1,647)	98,439	101,998	3,559	101,998
Repairs & Maintenance	794,400	168,884	(625,516)	2,019,879	1,575,497	(444,382)	1,575,497
Utilities	347,841	355,000	7,159	4,485,191	3,770,000	(715,191)	3,770,000
- Electricity	161,723	-	-	2,667,079	-	-	-
- Water	93,887	-	-	937,311	-	-	-
Supplies Expense	23,101	55,725	32,624	1,214,606	1,894,235	679,629	1,894,235
Marketing & Related Expense	4,950	667	(4,284)	1,054,944	1,205,063	150,119	1,205,063
Program Expenses	22,014	22,588	574	15,477,976	14,704,178	(773,798)	14,704,178
Prizes & Premiums	0	0	0	1,937	0	(1,937)	0
Artists & Entertainment	0	0	0	4,073,398	4,428,050	354,652	4,428,050
Midway Operator Expens	0	0	0	11,038,699	9,897,000	(1,141,699)	9,897,000
Other Operating Expense	79,673	79,603	(70)	2,392,426	3,154,341	761,915	3,154,341
Bank & Service Fees	8,037	7,568	(469)	1,531,095	2,155,344	624,249	2,155,344
Interest Expense	70,832	71,274	442	872,057	971,997	99,940	971,997
OPERATING EXPENSE TOTALS	3,211,356	2,731,848	(479,508)	71,242,176	72,617,165	1,374,989	72,617,165
Other Non-Operating Expense							
Prior Year Expense	0	0	0	309,508	0	(309,508)	0
NON-OPERATING EXPENSE TOTALS	0	0	0	309,508	0	(309,508)	0
TOTAL EXPENSE	3,211,356	2,731,848	(479,508)	71,551,683	72,617,165	1,065,481	72,617,165
NET INCOME (LOSS)	(599,523)	(747,166)	147,643	9,000,354	2,178,533	6,821,821	2,178,533

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

Food & Beverage Report Dec-23

December 2023 Food Service Revenues were (\$74,736). Budgeted Revenues for December 2023 were (\$37,719)

Net distribution to the District for December 2023 was (\$74,736) or -16.7%. Budgeted distribution for December 2023 was (\$37,719) or -6.4%.

Year-to-date 2023 distribution to the District is \$4,234,732 or 21.1%. The budgeted distribution for YTD 2023 was \$4,318,418 or 23.1%.

Dec-23	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	446,542	100.0%	514,238	100.0%	453,695	100.0%
TOTAL COGS	99,262	22.2%	99,866	19.4%	(80,657)	-17.8%
GROSS MARGIN	347,280	77.8%	414,372	80.6%	534,352	117.8%
TOTAL PAYROLL	366,605	82.1%	364,017	70.8%	216,529	47.7%
OPERATING EXPENSES	55,411	12.4%	88,074	17.1%	155,384	34.2%
NET PROFIT	(74,736)	-16.7%	(37,719)	-7.3%	162,439	35.8%
CLIENT DISTRIBUTION	(65,394)	-14.6%	(33,004)	-6.4%	142,134	31.3%
YTD	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	20,044,289	100.0%	18,731,275	100.0%	17,520,962	100.0%
TOTAL COGS	4,331,230	21.6%	3,888,663	20.8%	3,640,410	20.8%
GROSS MARGIN	15,713,059	78.4%	14,842,612	79.2%	13,880,552	79.2%
TOTAL PAYROLL	8,608,376	42.9%	7,688,253	41.0%	7,297,733	41.7%
OPERATING EXPENSES	2,264,989	11.3%	2,219,024	11.8%	2,163,967	12.4%
NET PROFIT	4,839,694	24.1%	4,935,335	26.3%	4,418,852	25.2%
Y-T-D CLIENT DISTRIBUTION	4,234,732	21.1%	4,318,418	23.1%	3,866,496	22.1%



Item 6-A-1, Finance Committee Report – 2024 Capital Expenditures Budget

Introduction:

The following information provides background for the assumptions made in the preparation of the 2024 Capital Expenditures Budget, including the goal to reinvest \$5 million annually into capital infrastructure, facilities, and equipment funded from District's net operations from the prior year.

To better inform facility priorities, District in 2023 engaged the services of the California Construction Authority (CCA) to assess the current condition of all buildings, grounds, and mechanical components.

The preliminary results of the facility assessment support District's previously discussed approach to reinvest at least \$5 million annually over the next three years while critical planning is underway to determine future capital investments. This prudent approach also recognizes that District has limited financial resources and cannot complete all high-priority projects within a one-year timeframe.

Assumptions:

Through this budget, District has embarked on a multi-year process with an ongoing, phased approach to certain facility and infrastructure needs such as asphalt, roof repairs, and equipment replacement. For example, District currently plans to allocate \$1.5 million for asphalt repairs and \$500,000 for roof repairs annually.

In 2023, District embarked on several major maintenance and repair projects:

- **Asphalt:** Trip-and-fall hazards were identified and filled in. Cracks were filled and sealed. Striping was completed in the Surf & Turf Recreation Center driveway and parking lot in front of the City of Del Mar Fire Station.
- **Front-Side Housing:** Teardown and removal of the building.
- **Surfside HVAC Upgrade:** Installation of a Direct Digital Control (DDC) System that ties into the existing HVAC system at Surfside and adds a heating mechanism to the green rooms. (This work is expected to be completed by the end of the month).

The 2024 proposed Capital Expenditures Budget reflects the need to spend \$2.9 million to complete projects identified previously for 2023, plus \$5.4 million for projects and equipment identified for 2024.

Funding is derived from four sources –

- 1) Surplus funds from the 2021 bond pledge (after payment of the 2022 turbo payment.)
- 2) New Fair Funds (AB1499) received in January 2024.
- 3) A budget correction for the emergency repair work on the culvert (previously included in the Operating Budget.)
- 4) Prior-year (2023) net operations revenue.

Approach:

The proposed Capital Expenditures Budget reflects the priorities of District and the Del Mar Thoroughbred Club (DMTC) based on preliminary information provided by the facilities assessment, working knowledge of existing infrastructure and equipment, and health-and-safety risk. The budget presents the status of:

- Incomplete projects from 2023 that remain a priority;
- Balances carried over into 2024;
- New projects identified for 2024 consistent with the \$5 million annual reinvestment goal.

Major maintenance and repair projects identified in the proposed budget include ongoing asphalt repair work to mitigate trip-and-fall hazards and extend the life expectancy of existing asphalt that in 2024 will include the Main Lot, Stable Gate, and Avenue including the Bing Crosby Hall Lot; emergency repair to the culvert at Horsepark from erosion due to recent rainstorms; replacement of communication panels and sprinklers for the Grandstand fire suppression system; ongoing roof repairs; stable-area projects; and other miscellaneous work.

There are also two unique and creative projects on the docket in 2024: The Connection Center at Surfside and Promenade Design.

The Connection Center is the design and build-out of the space at Surfside that was not included in the renovation of The Sound. The additional space, including the former site of Off-Track Betting, would be transformed into workspace, offices, and meeting and break rooms to bring nearly all District employees together in one cohesive area of the campus. For years, team members have been spread throughout District property, including at the Board Room Complex, Administration Building, Exhibits Annex, office trailers, and even spaces in the Grandstand. Renovating the unused space at Surfside will achieve greater efficiencies and teamwork and will consist of the Saddle Club Room, Tack Room, Arena Room, and miscellaneous office and storage spaces on the east and west sides of the building. This renovation would result in an ergonomic and connected work environment that is located on the perimeter of the main campus, making it easier for visitors to meet with District staff.

The Promenade Design project is the design of the space from O'Brien Gate to Arena Gate, off the Main Parking Lot. The intent is to create a grand entrance space on the east end of the property that incorporates traffic and parking flow along with pedestrian access. The removal of the Front-Side Housing structure has created an opportunity to rethink how the public engages with the Fairgrounds and many of the activities that take place here, including the San Diego County Fair. Rather than the linear approach that currently feeds pedestrian traffic straight onto the Avenue, a new entrance would allow guests to engage with the property through a choose-your-adventure, multi-directional experience.

In the interest of time to complete this substantial number of projects in 2024, design and planning work are already underway in anticipation of approval of the proposed budget.

2024 Capital Expenditures Budget

Priority - Risk Rank	Facility: Investment	Prior Year Budget	Prior Year Spend	Carryover from Prior Year	Increase Carryover & New Projects 2024	Total 2024 Budget
1a	Culvert Repair: Horsepark at trail edge	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
1b	Surfside: The Connection Center	\$ -	\$ -	\$ -	\$ 1,126,776	\$ 1,126,776
1c	Asphalt: Main Lot, Stable Gate, Avenue thru BC Hall Lot	\$ 1,100,000	\$ (370,000)	\$ 730,000	\$ 1,500,000	\$ 2,230,000
1d	Roof repairs: general	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000
2a	Grandstand: Fire Suppression System Repair	\$ -	\$ -	\$ -	\$ 38,000	\$ 38,000
2b	Grandstand: Fire Alarm System	\$ 380,000	\$ -	\$ 380,000	\$ 220,000	\$ 600,000
3	Plaza de Mexico: replace mastic in concrete	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000
4a	Surfside: replace Crows Nest and stairs (Mechanical Roof)	\$ 100,000	\$ -	\$ 100,000	\$ 13,000	\$ 113,000
4b	Surfside: replace exterior stairs and deck coating	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
4c	Surfside: replace boiler	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
4d	The Sound: Handrail repair	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000
5	Exhibit Hall: transformer and switchgear replacement	\$ 360,000	\$ -	\$ 360,000	\$ -	\$ 360,000
6	Promenade Design	\$ 350,000	\$ -	\$ 350,000	\$ (200,000)	\$ 150,000
7	Mission Tower: repair 3 of 4 HVAC air handling units	\$ 75,000	\$ -	\$ 75,000	\$ (50,000)	\$ 25,000
8	Surf & Turf: install utility sub-meters	\$ -	\$ -	\$ -	\$ 66,000	\$ 66,000
A	Surfside-Arena fire wall	unknown	\$ -	\$ -	\$ -	\$ -
DMTC	Stable Area: health & safety improvements	\$ -	\$ -	\$ -	\$ 325,000	\$ 325,000
DMTC	Stable Area: landscaping & irrigation	\$ -	\$ -	\$ -	\$ 95,000	\$ 95,000
DMTC	Stable Area: replace pumphouse back-up pump	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000
DMTC	Stable Area: shower repair & tiling in south barn areas	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
DMTC-1	DMTC Executive Office Building: HVAC replacement	\$ 350,000	\$ (29,573)	\$ 320,427	\$ 153,573	\$ 474,000
DMTC-1	Grandstand: escalator modification	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
DMTC-1	Grandstand: deck coating in dining/seating areas	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
DMTC-1	Grandstand: repair and paint West fixed seating	\$ -	\$ -	\$ -	\$ 66,000	\$ 66,000
DMTC-1	Paddock: install curbs to hold pavers in place	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000
DMTC-1	Parking Lot: light replacement	\$ -	\$ -	\$ -	\$ -	\$ -
Done	Front Side Housing Teardown	\$ 360,928	\$ (448,935)	\$ -	\$ -	\$ -
Done	Surfside: HVAC upgrade	\$ 350,000	\$ (378,440)	\$ -	\$ -	\$ -
Hold	Grandstand: miscellaneous interior repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Hold	Grandstand: install scuppers on 3rd and 5th floors	\$ -	\$ -	\$ -	\$ -	\$ -
Hold	Grandstand: paint and refinish Turf Club	\$ -	\$ -	\$ -	\$ -	\$ -
Hold	Grandstand: replace Turf Club carpet	\$ -	\$ -	\$ -	\$ -	\$ -
Hold	Grandstand: HVAC Computer Network	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Hold	Surfside: stairwell enhancement	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Capital Facilities Projects Subtotal		\$ 4,250,928	\$ (1,226,948)	\$ 2,815,427	\$ 4,843,349	\$ 7,658,776
	Equipment: New & Replace	Prior Year Budget	Prior Year Spend	Carryover from Prior Year	Increase Carryover & New Projects 2024	Total 2024 Budget
	Mechanic's Service Truck	\$ 70,000	\$ -	\$ 70,000	\$ (20,000)	\$ 50,000
	Utility Box Truck				\$ 100,000	\$ 100,000
	Patrol Vehicle				\$ 38,000	\$ 38,000
	Mobile Electronic Traffic Sign	\$ 26,000	\$ -	\$ 26,000	\$ -	\$ 26,000
	Digital Radio System				\$ 250,000	\$ 250,000
	5000 lb Forklift				\$ 20,000	\$ 20,000
	120' Boomlift				\$ 80,000	\$ 80,000
	Rigid Water Jetter				\$ 12,000	\$ 12,000
	Large Format Printer				\$ 10,000	\$ 10,000
	16x9 Fast Fold Screen				\$ 10,000	\$ 10,000
	10K Projector				\$ 15,000	\$ 15,000
Capital Equipment Subtotal		\$ 96,000	\$ -	\$ 96,000	\$ 515,000	\$ 611,000
Total 2024 Capital Facilities & Equipment Budget				\$ 2,911,427	\$ 5,358,349	\$ 8,269,776
Revenue Funding Source:						
Less 2021 Bond Pledge Surplus						\$ (2,600,000)
Less AB1499 New Fair Funds received in 2024						\$ (1,484,500)
Less Transfer from Operating Budget						\$ (150,000)
Balance funded from 2023 DAA Net Operations						\$ 4,035,276



Del Mar Fairgrounds 2023 Pavement Repair Estimated Costs

	Sq Footage	Minimum Required Repair Work				Highly Recommend Add		Optional Add On		Full Replace
		Crack Repair	Pothole Repair	Req Pave	Total	Stripe	Min /w Stripe	Sealing	Total	
Avenue	300,000	6% \$ 25,560	5% \$ 200,550	0% -	\$ 226,110	100% \$ 24,000	\$ 250,110	100% \$ 126,000	\$ 376,110	100% \$ 2,850,000
Infield	350,000	12% \$ 59,640	10% \$ 467,950	0% -	\$ 527,590	100% \$ 28,000	\$ 555,590	100% \$ 147,000	\$ 702,590	100% \$ 3,325,000
Fire Station	10,000	12% \$ 1,704	10% \$ 13,370	0% -	\$ 15,074	100% \$ 800	\$ 15,874	100% \$ 4,200	\$ 20,074	100% \$ 95,000
Frontside - move to Promenade	75,000	50% \$ 53,250	50% \$ 501,375	50% \$ 356,250	\$ 910,875	100% \$ 6,000	\$ 916,875	100% \$ 31,500	\$ 948,375	100% \$ 712,500
Green Lot	150,000	12% \$ 25,560	10% \$ 200,550	0% -	\$ 226,110	100% \$ 12,000	\$ 238,110	100% \$ 63,000	\$ 301,110	100% \$ 1,425,000
Main Parking	975,000	6% \$ 83,070	5% \$ 651,788	0% -	\$ 734,858	100% \$ 78,000	\$ 812,858	100% \$ 409,500	\$ 1,222,358	100% \$ 9,262,500
Midway	480,000	6% \$ 40,896	10% \$ 641,760	0% -	\$ 682,656	100% \$ 38,400	\$ 721,056	100% \$ 201,600	\$ 922,656	100% \$ 4,560,000
Red Lot	130,000	12% \$ 22,152	10% \$ 173,810	0% -	\$ 195,962	100% \$ 10,400	\$ 206,362	100% \$ 54,600	\$ 260,962	100% \$ 1,235,000
Solana Gate	25,000	6% \$ 2,130	5% \$ 16,713	0% -	\$ 18,843	100% \$ 2,000	\$ 20,843	100% \$ 10,500	\$ 31,343	100% \$ 237,500
Surf & Turf	100,000	12% \$ 17,040	15% \$ 200,550	0% -	\$ 217,590	100% \$ 8,000	\$ 225,590	100% \$ 42,000	\$ 267,590	100% \$ 950,000
Repair Type	Crack Repair		Pothole	Sealing Coat	Striping	New Pavement *				
Cost	\$1.42	\$13.37	\$0.42	\$0.08		\$9.50				

* Costs dependent on bid & quantity

Color Key

- 2023: Completed
- 2024: Budget
- 2025: Planned
- 2026: Planned



Green Lot
150,000sf

Midway
480,000sf

Red Lot
130,000sf

Avenue
300,000sf

Frontside
75,000sf

Main Parking
975,000sf

Del Mar Racing

Infield
350,000sf

Solana Gate
25,000sf

Surf & Turf
100,000sf



Item 6-A-2, Finance Committee - Proposed Facility Rental Rates

Background:

In light of the COVID-19 pandemic, rental rates charged by the 22nd District Agricultural Association (“District”) at the Del Mar Fairgrounds remained unchanged between 2019 and 2023.

In 2023, District hosted 50 events — not including events at The Sound at Surfside — with an estimated 400,000 attendees. In total, these events generated \$3,964,807 in parking, food and beverage, and facility rental revenue.

Following several years without any increase to facility rental rates, the Board approved a 10% increase for 2024 to catch up with increased expenses and establish a new baseline for future adjustments.

Rates for 2025 and 2026 have not yet been set. Event promoters often inquire about date availability more than 12 months out, with many dates have already been requested for 2026.

Process/Approach:

While determining recommendations for future rental rates, District considered and studied myriad factors, including:

- **District costs:** District assessed its facility operating costs, including labor, maintenance, utilities, insurance, expected inflation, and other price increases.
- **Revenue sources and alternatives:** District evaluated ancillary revenue sources — primarily parking and food and beverage sales — and analyzed trends and potential for growth in these operations.
- **Benchmarking:** District evaluated rental rates charged by Fairplex (home of the Los Angeles County Fair), the OC Fair & Events Center, and the San Diego Convention Center. The Del Mar Fairgrounds property and buildings are unique, and while rates are often difficult to directly compare, District rates are very competitive with those offered by these venues.

The Finance Committee seeks to implement a sustainable rental rate schedule for year-round events that balances revenue generation, cost recovery, and the ability to attract desirable events.

Recommendation

Consistent with the terms of Operator Rental Agreements such as those at Surf & Turf Recreation Center, the Committee recommends setting a five percent (5%) annual increase for all Facility Rental Rates. The following is the per-day rental cost:

<u>Facility</u>	<u>2024*</u>	<u>2025</u>	<u>2026</u>
<i>Pat O'Brien Hall</i>	\$4,840	\$5,080	\$5,335
<i>Wyland Center</i>	\$4,840	\$5,080	\$5,335
<i>Exhibit Hall</i>	\$4,510	\$4,735	\$4,970
<i>Bing Crosby Hall</i>	\$4,070	\$4,275	\$4,890
<i>Activity Center</i>	\$3,850	\$4,040	\$4,245
<i>Bing Crosby Parking Lot</i>	\$1,320	\$1,385	\$1,455
<i>Exhibit Hall Parking Lot</i>	\$1,100	\$1,155	\$1,210
<i>½ Main Parking Lot</i>	\$4,840	\$5,080	\$5,335
<i>½ West Parking Lot</i>	\$2,860	\$3,000	\$3,150
<i>Del Mar Arena</i>	\$5,060	\$5,310	\$5,580
<i>Warm Up Arenas</i>	\$550	\$580	\$605
<i>Mission Tower</i>	\$3,740	\$3,930	\$4,120
<i>Paddock</i>	\$2,860	\$3,000	\$3,150
<i>Turf Club</i>	\$2,640	\$2,770	\$2,910
<i>Equus</i>	\$1,540	\$1,615	\$1,700
<i>Sea Biscuit</i>	\$1,320	\$1,385	\$1,460
<i>Grandstand Directors Room</i>	\$1,100	\$1,155	\$1,210

* Previously approved by the Board.

Note: These rates do not include private events, such as banquets, weddings, and fundraisers. These types of events, which were suspended in recent years during and after the pandemic-era restrictions, will be managed by Premier Food Services and Belly Up. District has implemented a sliding scale facility rent at these events based on the amount spent on food and beverage.

Fiscal Impact

In 2024, year-round events are projected to earn \$1,288,100 in Facility Rental revenue. All activity remaining the same in future years, the impact of a 5% annual increase beginning in 2025 would result in an additional \$64,405 in facility rent revenue in 2025, and \$67,625 in 2026.



Item 6-B, Community & Government Relations Committee Report

Meeting Summary:

The Community & Government Relations Committee met in January with representatives from the office of State Assemblymember Tasha Boerner, as well as the Cities of Del Mar and Solana Beach.

The Committee discussed KAABOO, SANDAG's continued study of the Los Angeles-San Diego (LOSSAN) rail corridor, next steps on the Solana Beach sand replenishment project, and the movements of nearby osprey.

The Committee also welcomed Mariah Kallhoff as the new liaison to the District from the Assemblymember Boerner's office and City Councilmember Dwight Worden as a new representative from the City of Del Mar.

In addition, Committee members bid farewell to Solana Beach City Manager Greg Wade, who has accepted a position as CEO of the Clean Energy Alliance. Solana Beach Assistant City Manager Dan King is now serving as the interim City Manager.

Going forward, the Committee plans to meet every other month rather than monthly.



Item 6-C, Fair Operations Committee Report

Background:

The Fair Operations Committee meets monthly from January through May to discuss progress and receive planning updates on the annual San Diego County Fair, and again in August to review results.

As a reminder, the 2024 San Diego County Fair is scheduled June 12-July 7, and planning is underway. District has reached agreements under the CEO's delegated authority for most of the Fair entertainment.

Parking and Admission are going on sale on sdfair.com on Friday, February 16, and concerts tickets, along with carnival ride tickets and wristbands, will be on sale Friday, March 8.

Process/Approach:

The January meeting of the Committee focused on a discussion regarding the strategy and process to booking entertainment shows at this year's Fair with the goal to enhance the diversity of shows at the Fair. Through these conversations, the following entertainment programming decisions have been made in consultation with the Committee:

- The Sound:
 - New in 2024, The Sound will be integrated into the programming of the San Diego County Fair. A series of "Las Vegas-style shows" combining music, lights, and theatrics has been developed. Each Saturday night of the Fair, for a \$10 cover charge, guests can enjoy DJs and the famous "Long Bar" followed by a show. The experience will take place between 7:00 pm and 9:30 pm, and all seating is General Admission.
- The Grandstand:
 - The Toyota Summer Concert Series on the Corona Grandstand Stage will feature 15 ticketed shows this year on Wednesdays, Thursdays, Fridays, and Sundays (excluding the Thursday, July 4th fireworks show). Tickets to the Grandstand concerts include same-day Fair admission. Thus far, 13 acts — including a broad range of musical genres and comedy performances — have been booked for the series. See the following page for the lineup.

- The Paddock:
 - Every night in the Paddock, except Fridays and Saturdays, the “Let’s Go Retro” theme will come alive with a tribute act.
 - After the popularity of 2023’s Friday programming in the Paddock, every Friday will feature a matinee musical act at 4:00 p.m., followed by Electronic Fridays (dance party and progressive music) at 8:00 p.m.
 - The 2023 Fair also demonstrated the popularity of reggae music in the Paddock. As a result, the 2024 Fair will include a reggae-themed musical act each Saturday evening.
 - In addition, the Paddock will serve as the location for daytime cultural festivals such as Out at the Fair, Asian/Pacific Islander Fest, Gospel Day, and our newly named “ Domingueando en la Feria” each Sunday.
 - As a reminder, all entertainment except The Sound and Grandstand, is free with Fair admission.

The Committee also discussed continuing District’s “Summer Social” program at the Fair, which includes a public affairs-related program with an invited audience, in 2024. The Committee discussed changes to the program, including the concept of each Summer Social event being “hosted” by a board member.

Next Steps:

The Committee will continue to meet monthly up to the Fair for further discussion of plans for the Fair. The Committee recommends District move forward with plans to host nine “Summer Social” events, with a board member serving as a host of each event.

ITEM 6 - GENERAL BUSINESS
February 2024

Item 6-C: Grandstand Agreements Executed per Delegated Authority

Grandstand Entertainment Agreements up to \$500,000				
Contract Number	Name	Performance Date	Genre	Amount Contracted
24-1025	Kolohe Kai	6/12/2024	Reggae	\$ 450,000.00
24-1026	Old Dominion	6/13/2024	Country	\$ 450,000.00
24-1009	TLC II Touring, LLC	6/14/2024	R&B	\$ 175,000.00
24-1027	Pepe Aguilar	6/16/2024	Mexican Regional	\$ 375,000.00
24-1028	Whiskey Myers	6/19/2024	Southern Rock	\$ 325,000.00
24-1024	Arsenio Hall Communications Ltd f/s/o Arsenio Hall	6/21/2024	Comedy	\$ 37,500.00
24-1029	Kings of Late Night - Jay Leno	6/21/2024	Comedy	\$ 125,000.00
24-1030	Kings of Late Night - Craig Ferguson	6/21/2024	Comedy	\$ 37,500.00
24-1023	Bertam Publishing Company	6/26/2024	Classic Pop	\$ 190,000.00
24-1031	Little Big Town	6/27/2024	Country	\$ 300,000.00
24-1022	Disturbing Tha Peace Touring, Inc f/s/o Ludacris	6/28/2024	Hip-Hop	\$ 175,000.00
24-1032	Los Tucanes	6/30/2024	Mexican Regional	\$ 175,000.00
24-1014	Gravy Train Worldwide, Inc f/s/o Yung Gravy	7/3/2024	Hip-Hop/Pop/Country	\$ 185,000.00
24-1033	Taylor Holder	7/3/2024	Hip-Hop/Pop/Country	\$ 15,000.00
24-1034	Hombres G	7/7/2024	Mexican Regional	\$ 250,000.00



Item 6-D, Strategic Planning Committee Report

Background

Since 2021, the 22nd District Agricultural Association (District) Board of Directors (Board) has been actively engaged in discussions regarding strategic planning for the organization's future and its properties.

In 2022, District issued a Request for Proposals for a feasibility study consultant. This was the first part of a process that could eventually lead to the development of a Highest-and-Best-Use (HABU) site plan. As a result of this RFP, in January 2023, District entered into a contract with London Moeder Advisors (LMA), calling for LMA to assess land use opportunities that would be financially feasible and "congruent with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents."

While LMA conducted its process and analysis, the Board continued its broader strategic planning discussions. This included publicly noticed strategy sessions of the Board on October 13 and November 14, 2023. These sessions focused on potential threats, opportunities, and community needs to consider when discussing the future of the Del Mar Fairgrounds.

Recently, the Strategic Planning Committee met with LMA to hear a draft presentation on their findings. Committee members engaged in a conversation about the draft analysis, as well as other considerations, as the Board continues its strategic planning process including an upcoming strategy session to focus on the business plan and community engagement initiatives.

Recommendations

The Committee will reconvene in March to discuss next steps in the process and will assess ways to move forward with a robust community engagement process that would inform and influence future Board decisions about potential development of a master site plan based on HABU principles and alignment with District's purpose, mission, vision, values, and key objectives, including:

- Protecting and contributing to the San Diego County Fair;
- Providing places for community connection;
- Continuing District's commitment to environmental stewardship;
- Creating opportunities that grow District's net revenue; and
- Serving as a community resiliency center and resource.

In addition, the Committee will also consider the LMA report in light of feedback and thoughts provided during previous public engagement discussions.



Item 6-E, Affordable Housing Ad-Hoc Committee Report

Background:

In February 2021, the Affordable Housing Ad-Hoc Committee (Committee) was created by the 22nd District Agricultural Association's (District) Board chair to address the City of Del Mar's (City) request to utilize District land to satisfy the City's Regional Housing Needs Allocation requirements with the State of California. Around this same time, District also embarked on a comprehensive strategic planning process to systematically coordinate and align resources and actions to continue to guide District into the foreseeable future. This planning process also included an assumption that the San Diego Association of Governments (SANDAG) would move forward a long-planned seasonal rail platform along the west side of District property.

In May 2023, the State's Housing and Community Development Department (HCD) approved City's 6th Cycle Housing Element plan. This plan includes City's request to build 61 affordable housing units on District property.

Per the approved 6th Cycle Housing Element requirement, City must execute a binding agreement with District by April 2024 to facilitate development of affordable housing on District property.

Process/Approach:

Committee and City's Housing Liaisons met in 2021. With their guidance and in a thoughtful manner intended to further develop and foster understanding, District and City staff continued to routinely come together over the past two years, focusing on items such as the City's Housing Element goals, District's strategic initiatives, constraints to District property, environmental concerns, and concept-level location possibilities.

District staff also met with the Department of General Services (DGS) and HCD to confirm District's authority in this process and to gain an understanding of the required steps for any potential real property transactions.

For the past year, District and City staff and counsel have been working together to craft a document that will satisfy City's needs while still providing District with the flexibility it needs to complete its critical master site planning work. This necessary work includes determining which sites within its property District could make available to City for development of affordable housing.

As stated previously and reinforced by District Board members during public strategy sessions, it is the objective of District to create land-use plans that encourage both public and private investment to ensure that District resources are used efficiently. The Board has also given direction to staff in support of plans that provide for the long-term economic stability of the organization, further develop District's connections to San Diego County's communities, and continue to safeguard environmental resources. As part of this process, several key milestones were identified in the 2021 strategic planning efforts, including an assessment of current facility conditions and financial feasibility studies of current and potential operations and programs. Many of these efforts are nearing completion.

The agreement produced through this collaborative process is presented as an Exclusive Negotiating Rights Agreement (ENRA). In conjunction with District's master site planning process, the purpose of the ENRA is to identify a mutually agreeable site for the development of affordable housing; complete site due diligence; determine the scope/components of development; make a preliminary determination on the feasibility of the proposed development; and establish procedures and standards for the negotiation of a mutually acceptable long-term ground lease agreement for development of affordable housing.

The ENRA includes a schedule of performance as Exhibit B to ensure that both parties are performing in accordance with the actions and timeframes identified. The following provides a high-level breakdown of the ENRA:

Overall Goals of the ENRA:

- Identify a suitable site within District property for development of at least 61 affordable housing units.
- Work with State representatives to amend the Food & Agriculture Code to allow for a lease term longer than 55 years.
- Negotiate terms and conditions for a ground lease for consideration by DGS. (If and when the ground lease is approved by City, District, and DGS, City will initiate the developer selection process.)

Negotiating Period:

- Initial twenty-four (24) month period, commencing on April 15, 2024.
- Provision for two, six (6) month extension periods at District's sole and absolute discretion. (Any additional extensions would require formal written approval by District.)

Agency Representatives:

- The Chief Executive Officer will represent District in negotiations.
- The City Manager will represent City in negotiations.

Funding for ENRA Activities:

- City, and to some extent District, will be able to use Housing Acceleration Program (HAP) grant funds to pay for required due diligence and planning

activities outlined in Section 2.2 of the Agreement to occur during the ENRA period.

Amid the ENRA discussions, a Del Mar City Councilmember began to publicly support a push for SANDAG to re-study a potential realignment of the Los Angeles-San Diego (LOSSAN) Corridor through District property. This eventually resulted in the Del Mar City Council's adoption of a set of guiding principles, which called explicitly for further study of a so-called Fairgrounds option. However, in response to this push, a letter was sent to City to express concerns about how the uncertainty created by this study could impact the siting of affordable housing on District's property. District also expressed concerns that such a realignment would impact or lead to the abandonment of SANDAG's plans for a seasonal rail platform.

As a result, District and City collaborated on language for an additional guiding principle to add to City's official position on the project: "With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22nd DAA and of the proposed Del Mar housing program on the fairgrounds, and as a key stakeholder be proactively engaged by SANDAG throughout process." The Del Mar City Council approved the guiding principle in December.

Subsequently, SANDAG also met with Committee in December to provide insight into its decision-making process.

Recommendation

Committee recommends approving the Exclusive Negotiating Rights Agreement (ENRA) as presented. The timing of this Board item takes into consideration any necessary changes or additional negotiations that may be required following consideration to ensure successful execution of the Agreement prior to end of April 2024.

Committee also recommends approval of the Board resolution stating District's opposition to any plans for the LOSSAN Rail Realignment Project that adversely impact District's operational, economic, environmental, and planning needs.

If approved by District's Board, the ENRA will be presented to the Del Mar City Council for consideration, and the LOSSAN resolution will be provided to SANDAG.

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

Unknown at this time.

Subject to Board Approval

Item 6-E-1: EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (Fairgrounds)

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

RECITALS

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

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

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

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

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

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

Subject to Board Approval

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

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

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

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

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

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

L. The purpose of this Agreement is to enable the Parties to implement a process to identify a site for developing the Affordable Development, as defined in Section 1.1(b) of this Agreement. During the Negotiating Period, the Parties will develop the scope for the Affordable Development.

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

N. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate any party to acquire or convey any portion of the Property, (ii) grant the City the right to develop

Subject to Board Approval

the Affordable Development, (iii) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and negotiations contemplated by this Agreement, or (iv) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

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

ARTICLE 1. EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations.

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

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

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

Section 1.2 Negotiating Period.

(a) The negotiating period (the "Negotiating Period") under this Agreement

Subject to Board Approval

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

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

Section 1.3 Exclusive Negotiations.

(a) During the Negotiating Period (as such Negotiating Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity for the development or use of the prospective sites for an affordable housing project, other than the City (or an affiliate thereof), regarding development or use of the prospective sites to be evaluated for selection as the Development Site under Section 2.2 of this Agreement. This Section 1.3 shall not affect any other portion of the Property not identified under Section 2.2 of this Agreement as a prospective Development Site. After the District and the City select the Development Site, for the remaining portion of the Negotiating Period, the District shall negotiate only with the City regarding development or use of the Development Site for the Affordable Development and shall not solicit or entertain bids or proposals to do so. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

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

Section 1.4 Identification of City and District Representatives.

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

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

Subject to Board Approval

Section 1.5 Actions by the District and the City.

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

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

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview.

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

Section 2.2 Development Site Selection Process.

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

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

Subject to Board Approval

Section 2.3 Conceptual Preliminary Plan.

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

Section 2.4 Financing and Costs of Development.

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

Section 2.5 Lease Terms.

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

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title

Subject to Board Approval

exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others hereunder. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

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

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

Subject to Board Approval

(c) During the Negotiating Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way, related to, the activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

Section 2.8 Schedule of Planning Approvals.

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

Section 2.9 Environmental Review.

During the Negotiating Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the

Subject to Board Approval

Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

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

Section 2.11 Subdivision.

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

Section 2.12 Compliance with Relocation Requirements.

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

Section 2.13 Reports.

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

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of exclusive negotiations in accordance with the terms

Subject to Board Approval

hereof, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection therewith. Any Lease Agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

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

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

With a copy to:

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

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

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

With copies to:

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

Subject to Board Approval

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

Section 3.3 Waiver of Lis Pendens.

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

Section 3.4 Costs and Expenses.

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

Section 3.5 No Commissions.

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

Section 3.6 Defaults and Remedies.

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

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

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

Section 3.7 Attorneys' Fees.

Subject to Board Approval

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

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

Section 3.9 Governing Law; Venue.

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

Section 3.10 Entire Agreement.

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

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

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

Section 3.13 No Right to Assignment.

Subject to Board Approval

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

Section 3.14 No Third-Party Beneficiaries.

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

Section 3.15 City Not an Agent.

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

Section 3.16 Severability.

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

Section 3.17 Time is of the Essence.

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

[Signature Page Follows]

Subject to Board Approval

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

DISTRICT:

CITY:

BY: _____
Carlene Moore, Chief Executive Officer

BY: _____
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
Rafael Yaquian, Goldfarb &
Lipman LLP

Subject to Board Approval

EXHIBIT A

FAIRGROUNDS SITE MAP

Subject to Board Approval

EXHIBIT B

SCHEDULE

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

Subject to Board Approval

EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

**ITEM 6-E-2: DRAFT RESOLUTION REGARDING THE SAN DIEGO
ASSOCIATION OF GOVERNMENTS (SANDAG) LOSSAN RAIL
REALIGNMENT PROJECT**

(Subject to Board Approval)

WHEREAS, the 22nd District Agricultural Association is a state institution that owns and operates the Del Mar Fairgrounds, which serves all of San Diego County and is located within the city limits of both the City of Del Mar and the City of San Diego. In addition, the Del Mar Fairgrounds is located adjacent to the City of Solana Beach. The District is sensitive to its neighbors' needs and concerns; and

WHEREAS, the Del Mar Fairgrounds is the home of the San Diego County Fair, the region's largest annual event, as well as dozens of other long-cherished traditions, events, and activities; and

WHEREAS, the 22nd District Agricultural Association, which produces the San Diego County Fair, serves our county's diverse communities and the State of California by providing fun, educational, and recreational events and services. This includes providing and hosting community programming such as the Junior Livestock Auction, the Plant-Grow-Eat initiative, the Care 'N Share program, the Fair For All program, the Street Banner Program, and numerous other initiatives; and

WHEREAS, the Del Mar Fairgrounds has also served as a vital community asset in times of need. This included hosting people and animals during wildfire evacuations and serving as a vaccination super-station during the COVID-19 pandemic; and

WHEREAS, the Del Mar Fairgrounds sits in an environmentally sensitive area, and the 22nd District Agricultural Association has invested millions of dollars to keep our coastlines clean and to maintain and restore the San Dieguito Lagoon and nests of the endangered least terns; and

WHEREAS, the 22nd District Agricultural Association does not receive allocations of taxpayer dollars from the state or from local governments and instead operates effectively as a business, meaning it must generate its revenue for operations and capital improvements through hosting and producing events, activities, and operator agreements; and

WHEREAS, the events and activities at the Del Mar Fairgrounds do contribute directly to local governments through sales tax revenue, as well as other sources such as off-track betting revenue. In addition, San Diego State University studies found that in 2019 – prior to a marked increase in inflation -- the San Diego County Fair generated \$236 million in spending for the local economy and the Del Mar Fairgrounds generated \$680 million in economic impact for the region. The 22nd District Agricultural Association's operations also support small businesses, entrepreneurs, and thousands of workers, including more than 1,200 temporary employees from the San Diego County community who are hired for the Fair; and

WHEREAS, public transportation has long been a key factor for the success of the San Diego County Fair, live racing meets, and other events. For years, the 22nd District

Agricultural Association and the Del Mar Thoroughbred Club have provided free shuttle service to and from Solana Beach Station and promoted public transportation use for major events; and

WHEREAS, the San Diego Association of Governments (SANDAG) has long planned – and has already obtained partial funding for – a seasonal rail platform to be built adjacent to the Del Mar Fairgrounds as part of its double-tracking plan. A seasonal rail platform would further promote public transportation for major events, which would create significant economic and environmental benefits for the region; and

WHEREAS, as part of the same project, SANDAG is simultaneously developing plans to realign the Los Angeles-San Diego (LOSSAN) rail corridor, the second-busiest corridor in the United States. SANDAG previously studied an alignment that would run partially through the 22nd District Agricultural Association’s property, but found extensive problems with such an idea and had not previously considered it a preferred alternative; and

WHEREAS, the Del Mar City Council on November 13, 2023, voted to call for further study of an alignment that would run through the Del Mar Fairgrounds. But on December 18, 2023, the Del Mar City Council also voted on a guiding principle, which states, “With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22nd DAA and of the proposed Del Mar housing program on the fairgrounds, and as a key stakeholder be proactively engaged by SANDAG throughout process.” This principle was added in consultation with the 22nd District Agricultural Association; and

WHEREAS, the 22nd District Agricultural Association is a major stakeholder in plans regarding the LOSSAN Rail Realignment Project and will benefit from the long-planned seasonal rail platform; and

WHEREAS, the 22nd District Agricultural Association is currently engaged in strategic planning efforts to shape the future of the Del Mar Fairgrounds. The possibility of a train realignment threatens this strategic planning work and could jeopardize this vital community asset that has served San Diego County since 1936.

NOW, THEREFORE, BE IT RESOLVED, by the 22nd District Agricultural Association Board of Directors:

SECTION 1. That the 22nd District Agricultural Association is firmly opposed to any LOSSAN corridor realignment that impacts operational, economic, environmental, and planning needs at the Del Mar Fairgrounds.

SECTION 2. That the 22nd District Agricultural Association’s top public transportation priority is the swift construction of a seasonal rail platform that will reduce vehicular traffic during major events at the Del Mar Fairgrounds, thereby improving local air quality and reducing greenhouse gas emissions.

SECTION 3. That the 22nd District Agricultural Association’s property may be unable to serve as an affordable housing site for the City of Del Mar should a plan move forward to run train tracks through or across District property.

SECTION 4. That this resolution takes effect immediately upon passage and reflects the official position of the 22nd District Agricultural Association.

SECTION 5. That the Chief Executive Officer of the 22nd District Agricultural Association will provide a copy of this finalized resolution, along with a record of the final vote, to SANDAG and is hereby authorized to represent the Board of Directors' position in any public or private forum.

DRAFT



Item 6-F, Workers' Compensation Coverage for Volunteers

Background:

Government Code section 11007.7(c)(4) restricts the sources from which District Agricultural Associations (DAA's) may procure insurance. Accordingly, DAAs are required to obtain insurance through either the Office of Risk and Insurance Management within the Department of General Services or California Fair Services Authority (CFSA).

The 22nd District Agricultural Association (District) acquired Worker's Compensation insurance through the risk pool administered by CFSA in 2023. Through the risk pool, District has the opportunity to extend this insurance coverage to volunteers, including Board Members. This can be done on an annual basis or indefinitely.

Process/Approach:

To extend the Workers' Compensation insurance coverage to volunteers, District must have a resolution on file with CFSA.

Recommendation:

Extend workers' compensation insurance coverage to volunteers of the 22nd District Agricultural Association, including Board Members, performing in their official capacity for District and to authorize such coverage for "an indefinite period."

Environmental/Coastal Review:

None.

Fiscal Impact:

District budgeted \$701,000 for Workers Compensation Insurance in 2024. Additional costs are expected to result only in a *de minimis* increase in this amount for annual volunteered hours.



February 20, 2024

California Fair Services Authority
1776 Tribute Road, Ste. 100
Sacramento, CA 95815

RE: 22nd District Agricultural Association Resolution to Cover Volunteers Under the District’s Workers Compensation Insurance Policy.

To Whom This May Concern:

At the February 20, 2024, 22nd District Agricultural Association’s Board of Directors meeting, the Board considered a resolution to cover volunteers, including board members, under the District’s Workers’ Compensation Policy and to authorize this coverage for “an indefinite period.”

Director _____, made a motion — seconded by Director _____, and carried on a _____ vote by the Board on February 20, 2024 — for the District to resolve that volunteers (including Board members) who donate their time to the 22nd District Agricultural Association, will be covered by Workers' Compensation Insurance while performing their volunteer work.

This letter serves as the District’s notice of an official resolution by the Board.

Sincerely,

Frederick Schenk
Board President
22nd District Agricultural Association



January 8, 2024

F2024-01

TO: Fair CEOs and Board Chairs

SUBJECT: Fiscal Year 2023/2024 Fair Training Reimbursements

The California Department of Food & Agriculture, Fairs & Expositions Branch (F&E) would like to announce the availability of the annual Fair Training Reimbursement Program for FY 2023/2024 and provide you with the program details that will allow the fairgrounds to be reimbursed for select training costs. There are no substantive changes to the past program's requirements. While we continue to encourage the fairgrounds to explore virtual and online training options to maximize your reimbursement funds, please be sure to get prior approval from F&E to ensure that the training options not listed below are reimbursable.

This training reimbursement is available for fair class sizes I through IV+ and includes District Agricultural Associations, County Fairs, and Citrus Fruit Fairs. The allocation amount is based on class size and shall focus on training for CEOs, staff, and board of directors. The types of training include fair fiscal management, facility operations, effective management skills, minimizing liability exposure, and animal disease transmission prevention.

F&E encourages the fair to utilize 100% of the eligible funds to enhance the training development of the fair staff and board members. Additional information on the Fair Training Allocation Program and the process of submitting the training reimbursement requests are below. The reimbursement form contains detailed instructions and provides navigable links to help fill out the different sections and tabs.

ELIGIBILITY

Includes all fairs class sizes I to IV+ that have a signed and executed FY 2023/2024 Fair Funding Allocation contract on file. Only training events that have occurred **after** the execution date of the agreement are eligible for reimbursements.

ELIGIBLE TRAINING EXAMPLES

- CFA Fall Managers Conference
- WFA Convention
- Strategic Planning



- Staff & Board of Director Trainings
- Event & Management Symposiums
- Eligible IAFE Events and Courses
- Training Supplies & Materials
- Maintenance Mania

TRAVEL REIMBURSEMENTS

All travel expenses sent in for reimbursement must be in accordance with the California Travel Reimbursement Guidelines set by the Department of Human Resources (CalHR) as described below. For more information regarding travel reimbursement guidelines, please visit [CalHR Travel Reimbursements](#).

REIMBURSEMENT SUBMISSION PROCESS

The following information and documentation are required in order to process the request:

1. Submit and have your Base Allocation agreement executed before the date of your first reimbursable training event.
2. Complete the Training Reimbursement Request form. (See Attached)
3. Include a copy of the training event registration receipt.
4. Credit card statements **Will Not** be accepted in place of receipts for registration and airfare expenses.
5. Include the lodging receipt that indicates the daily lodging amount and the daily tax amount per room/per day. Please verify that the rate you are submitting for reimbursement is at or below the maximum daily lodging rate allowed as noted above or they will be adjusted accordingly on the reimbursement form.
6. For air travel and shuttle service, a detailed receipt must be included in the reimbursement request.
7. For mileage reimbursement, include the departure and destination locations and miles traveled. The mileage reimbursement rate is subject to change annually at the beginning of each year.
8. For meal and incidental reimbursements, please complete the Travel Detail section and include the trip departure time and date and the trip arrival time and date for each leg of your trip.

Send the completed reimbursement form and supporting documentation listed above via email to Kenneth.Anater@cdfa.ca.gov. Should you prefer to mail hard copies, please mail to the Fairs and Expositions Branch at 1220 N Street, Sacramento, CA 95814, Attention Ken Anater.

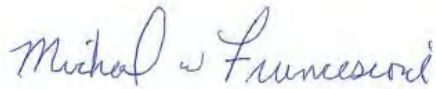
F2024-01 Fiscal Year 2023/2024 Fair Training Reimbursements
January 9, 2024
[Page 3]

REIMBURSEMENT SUBMISSION DEADLINE

All reimbursement requests are to be postmarked or emailed by May 15, 2024. All requests postmarked or emailed after May 16, 2024, **WILL NOT** be reimbursed.

Should you have any questions or require further information, please contact Ken Anater by email or call (916) 767-8143.

Sincerely,

A handwritten signature in blue ink that reads "Mike Francesconi". The signature is written in a cursive style with a light blue circular highlight around it.

Mike Francesconi Branch Chief
Fairs & Expositions Branch

Enclosure: FY 2023-24 Training Reimbursement Form

January 26, 2024

D2024 - 01

TO: All District Agricultural Association CEOs

SUBJECT: SB-616 Sick Days: Paid Sick Days Accrual and Use

This letter is to inform you of the passage of [SB 616 \(Gonzalez\)](#) the latest revisions to the Healthy Workplaces, Healthy Families Act of 2014 (act) **Sick Days: Paid Sick Days Accrual and Use**. This act excludes specified employees covered by a valid collective bargaining agreement. This bill was signed into law by Governor Gavin Newsom on October 4, 2023, and went into effect on January 1, 2024, requiring employers to provide 5 days or 40 hours of paid sick leave to their employees.

Employee Entitlement:

- An employee who works for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular rate. Accrual shall begin on the first day of employment. Accrued paid sick leave shall carry over to the following year of employment and may be capped at 80 hours or 10 days.
- An employer can also provide 5 days or 40 hours, whichever is greater, of paid sick leave "up-front" at the beginning of a 12-month period. No accrual or carry-over is required.

Employee Usage:

- An employee may use paid sick days beginning on the 90th day of employment.
- An employer shall provide paid sick days upon the oral or written request.
- An employer may limit the use of paid sick days to 40 hours or five days, whichever is greater, in each year of employment.

To help clarify questions you may have, see the Department of Industrial Relations answers to questions that are frequently asked about [California's Paid Sick Leave Law](#). Attached is a poster that must be displayed where employees can easily read it. How employers provide this leave depends on what kind of plan is adopted by the employer.



Employer Options for Accounting of Accrual and Use of Sick Leave

Option 1: Alternative Accrual Rates

- Amends this accrual exception to require that, in addition, employees have accrued no less than 40 hours (or 5 days) of leave by the 200th day of employment and that same amount by the 200th day in each subsequent year.

Accrual and Carryover

- Increases the cap to 80 hours or 10 days – whichever is greater.

Option 2: Frontloading

- Increases the frontload requirement to 40 hours or 5 days – whichever is greater.

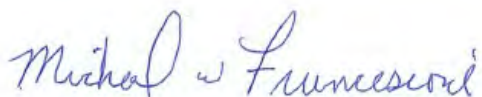
Timing of the Frontload Distribution

- In addition to providing the frontloaded 24 hours or 3 days of paid leave for the employee to use by the 120th day of employment, employers must also ensure that the employee has no less than a total of 40 hours or 5 days of paid leave for the employee to use by the time they complete their 200th day of employment. Accordingly, this new provision essentially allows employers to provide the frontloaded amount in a piecemeal fashion rather than provide the entire lump sum at one time.
 - For example, the employer can provide 24 hours or 3 days by the 120th day of employment and an additional 16 hours or 2 days by the 200th day of employment.

The DAA should review its current paid sick time policy or paid time off policy to ensure that eligible employees are receiving sufficient paid sick time by January 1, 2024. The DAA sick time policy should clarify if the Accrual method or Frontloading method is being used by the employer.

If you have any questions, please contact Mike Francesconi, at (916) 900-5368.

Sincerely,



Mike Francesconi
Branch Chief
Enclosure

THIS POSTER MUST BE DISPLAYED WHERE EMPLOYEES CAN EASILY READ IT

(Poster may be printed on 8 ½" x 11" letter size paper)

HEALTHY WORKPLACES/HEALTHY FAMILIES ACT:

CALIFORNIA PAID SICK LEAVE**(as amended effective 1/1/2024)****Entitlement:**

- An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later. Accrued paid sick leave shall carry over to the following year of employment and may be capped at 80 hours or 10 days.
- An employer can also provide 5 days or 40 hours, whichever is greater, of paid sick leave "up-front" at the beginning of a 12-month period. No accrual or carry over is required.
- Other accrual plans that meet specified conditions, including PTO plans, may also satisfy the requirements.

Usage:

- An employee may use paid sick days beginning on the 90th day of employment.
- An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- An employer may limit the use of paid sick days to 40 hours or five days, whichever is greater, in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on our website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the [alphabetical listing of cities, locations, and communities](#). Staff is available in person and by telephone.

CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST DISTRICT OFFICE
7575 METROPOLITAN DRIVE, SUITE 103
SAN DIEGO, CALIFORNIA 92108-4402
PH (619) 767-2370 FAX (619) 767-2384
WWW.COASTAL.CA.GOV



September 11, 2023

**IMMATERIAL AMENDMENT
TO COASTAL DEVELOPMENT PERMIT**Coastal Development Permit Amendment No. **6-12-067-A2**Original Permit Number: **6-12-067**Issued to: **22nd District Agricultural Association**

for: **Relinquish all use of the remainder of the South Overflow Lot in order to restore it to functioning wetlands while consolidating year-round parking in the East Overflow Lot and Golf Driving Range, as well as use the East Overflow Lot for intermittent trailer storage during the summer fair and race season, for annual pumpkin patch and Christmas tree sales events, future temporary events, and fairground logistics; 6,000 cubic yards of grading in the EOL and GDR; maintain an existing banner sign on the adjacent Surf and Turf lot; create a paved bus lane with public trail parking and five interpretive signs north of the SOL restoration area; and transfer title of an approximately 4.5-acre parcel on the southern bank of the San Dieguito River south of the Horse Park to a Commission-approved entity.**

at: **Del Mar Fairgrounds, 2260 Jimmy Durante Boulevard, Del Mar, San Diego, San Diego County**

...has been amended to include the following change(s):

Modify Special Condition No. 9 and Special Condition No. 13 to extend authorization for five additional years and require one additional parking monitoring report.

This amendment was determined by the Executive Director to be immaterial, was duly noticed, and no objections were received. Please note that the original permit conditions unaffected by this amendment are still in effect.

Sincerely,

Kate Huckelbridge, PhD
Executive Director

AMENDMENT TO COASTAL DEVELOPMENT PERMIT
Coastal Development Permit – Immaterial Amendment No. 6-12-067-A2

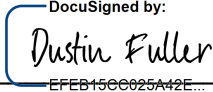
DocuSigned by:
Stephanie Leach
9ADE05C419584D7...
Stephanie Leach
Coastal Program Analyst

cc: Commissioners/File

ACKNOWLEDGMENT

I have read and understand the above permit and agree to be bound by the conditions, as amended, of Coastal Development Permit 6-12-067.

Date: 09/11/2023

Signature 



Jennifer Ramp
Sr. Project Affairs Manager

8680 Balboa Avenue, CPE2M
San Diego, CA 92123

JRamp@sdge.com

January 12, 2024

Dear Neighbor:

You deserve our thanks for the patience and understanding you've shown during construction of the Del Mar Reconfiguration Project. As you are aware, San Diego Gas & Electric Company (SDG&E®) has been in your neighborhood constructing the Project, which took place in phases over the past several years. We greatly appreciate the patience and understanding you've shown during construction of this important reliability project that also provides significant environmental enhancements in both the cities of San Diego and Del Mar.

The project included the reconfiguration and undergrounding of a transmission line in Del Mar, the removal completely of another transmission line that extended from Del Mar to Sorrento Valley and the undergrounding of two distribution circuits in Del Mar and Sorrento Valley.

Finally, SDG&E recently completed permanently removing 35 transmission poles and conductor from the San Dieguito Lagoon, Torrey Pines State Reserve and the Los Peñasquitos Lagoon. Because the lagoon areas are protected, sensitive habitat, crews were flown in by helicopter and placed on top of each pole, where they cut sections of the poles, while attached to them. Those pole sections were attached to a long line and flown out by the helicopter.

Throughout all three phases of construction, our crews made every effort to limit disruptions to residents, businesses and motorists in the Del Mar and Sorrento Valley areas. We also worked closely with the Cities of San Diego, Del Mar and Solana Beach to ensure all permit conditions were followed and regularly communicated our progress with various entities such as the local school districts and private schools, fire officials, transportation, and other agencies to ensure our project's impact on local activities and schedules was minimized.

Our commitment to our customers is to enhance lives and communities by building the cleanest, safest and most reliable energy company in America. This Project is another step in that direction.

RE: Notice of Violation of Bagley-Keene Act re:open meetings of state agencies

Carlene Moore <cmoore@sdfair.com>

Tue 1/16/2024 10:13 AM

To: Lori Saldaña <[REDACTED]>; Donna O'Leary <doleary@sdfair.com>

Cc: Martha Sullivan <[REDACTED]>

Ms. Saldaña,

Thank you for your correspondence. The 22nd DAA takes seriously the requirements of the Bagley-Keene Open Meeting Act, including providing members of the public with a seat at the table to participate in and provide comments during public meetings. The 22nd DAA also takes seriously comments by members of the public regarding the 22nd DAA's compliance with the requirements of the Bagley-Keene Open Meeting Act.

Since the onset of the COVID-19 pandemic, the 22nd DAA has utilized the Zoom virtual meeting platform to facilitate remote meeting participation by Board members and members of the public. The 22nd DAA continues to provide members of the public with the opportunity to participate in Board meetings remotely through the online Zoom meeting and comment sign-up platform. That comment sign-up platform remains open throughout the course of the meeting.

During the January 9, 2024 Board of Directors meeting, the 22nd DAA encountered technical difficulties and your request to address the Board during public comment were not received until after the meeting was adjourned. Importantly, while the Zoom virtual meeting platform utilizes a "registration" process, the 22nd DAA has never employed, and does not employ, any screening process for public comment. With this in mind, the 22nd DAA will continue to look for ways to improve the remote meeting participation to allow for a more simplified participation process to continue to allow members of the public to address the Board on agenda and non-agenda items.

Finally, the notice of meeting and agenda were posted, and the meeting materials were made available to the members of the public and the Board, in accordance with the Bagley-Keene Open Meeting Act.

Should you have any remaining questions or concerns, please let us know. We value the comments of every member of the public.

Sincerely,

Carlene Moore

Chief Executive Officer

cmoore@sdfair.com | p: 858.792.4202

22nd District Agricultural Association

2260 Jimmy Durante Blvd. | Del Mar, CA 92014

delmarfairgrounds.com

sdfair.com

From: Lori Saldaña <[REDACTED]>

Sent: Tuesday, January 9, 2024 5:16 PM

To: Carlene Moore <cmoore@sdfair.com>; Donna O'Leary <doleary@sdfair.com>

Cc: Martha Sullivan <[REDACTED]>

Subject: Notice of Violation of Bagley-Keene Act re:open meetings of state agencies

This email is to advise staff and Board of Directors of the 22nd District Agricultural Association that your action today- denying a member of the public the opportunity to comment on agenda items during a public Board meeting- is a violation of the Bagley-Keene Open Meeting Act.

According to the the Division of Legal Affairs for the Department of Consumer Affairs: **Public Comment is considered one of the three primary duties of the Del Mar Fair Board and other state boards.**

*"Each board has essentially three duties under the Open Meeting Act. First, to **give timely and sufficient public notice of meetings to be held**. Second, to **provide an opportunity for public comment**. Third, to **conduct such meetings in open session**, except where a closed session is specifically authorized. We use the terms "agency" and "board" to mean not only boards, but also commissions and any examining committees or boards within the jurisdiction of the Medical Board of California."*

The above quote, and the full text of the Bagley Keene Open Meeting law, is available here:

https://www.dca.ca.gov/publications/bagleykeene_meetingact.pdf

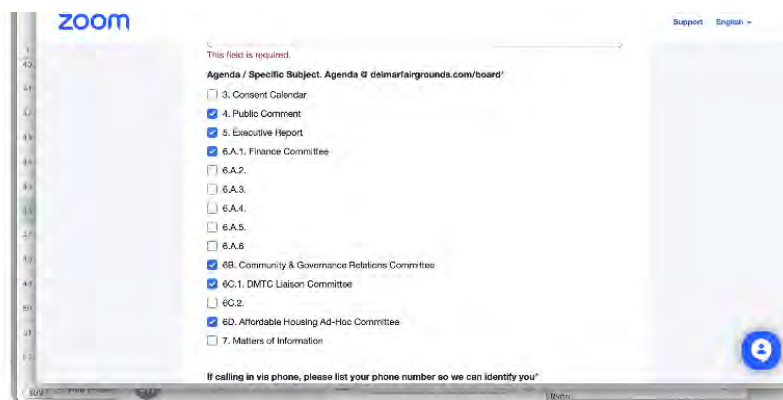
This month, the board violated two of those duties:

- They failed to provide members of the public with the Board Packet and detailed agenda information in a timely manner, allowing them sufficient opportunity to review meeting materials before providing comment, and
- They failed to provide an opportunity for comment, even after written and verbal request by a member of the public.

The "comment" violations include:

- 1) Requiring a member of the public to register online, in order to comment during a board meeting, and
- 2) Denying a person the right to comment until they receive "permission" from the Board staff, and
- 3) Denying a person permission to speak even after they had completed an online registration request, and after another person made a verbal request during the meeting on their behalf- allegedly because the meeting had already begun

BACKGROUND: Today at 1:33 PM, a request was sent via your website, asking for Zoom access codes needed to join the online meeting and provide public comments at the January 9 meeting scheduled to begin at 1:30.



Screen Shot 2024-01-09 at 1.33.32 PM

Despite complying with this 2-part online registration requirement, the request has been ignored.

This is a barrier to public participation to join a meeting that has already started.

Your registration is pending approval

After the host reviews your registration details, you will receive an email about your registration status.

Topic	22nd DAA Board Meeting - January 9, 2024
Date & Time	Selected Sessions: Jan 9, 2024 01:30 PM
Description	Please only register here if you plan to participate in public comment. Once approved you will receive an email with instructions for joining the webinar. You can view the board meeting (without participating) on the Del Mar Fairgrounds website (https://delmarfairgrounds.com/event/board-meeting/all/) beginning at 1:30PM on January 9, 2023

Moreover, there is no notice of a time requirement on this page, advising the public that registration is required before a meeting begins. As of 5:00 PM today- the meeting is still underway, and in recess: but "permission" to participate has not been provided.

At one point during the meeting, a member of the public advised the Board this request had been submitted, and a person was waiting to enter the meeting via Zoom.

Board Chairman Fred Schenk's response was to continue to deny them a chance to join the meeting, or provide comments.

His assertion: The request had been registered too late.

Chairman Schenk is in violation of state law:

Under Bageley-Keene: there is no requirement that the public submit a request, or be given "permission," to speak BEFORE a meeting begins.

The Act states:

11125.7 Opportunity for public to speak at meeting

"11125.7. (a) Except as otherwise provided in this section, **the state body shall provide an opportunity for members of the public to directly address the state body on each agenda item before or during the state body's discussion or consideration of the item.**"

The Fair Board's current screening process that requires a person apply for "permission" to speak via Zoom, and to do so BEFORE a meeting begins, is a violation of the spirit and intent of the Bagley-Keene Open Meeting law.

Refusing to give a person time to comment, even after they have registered online, allegedly because a meeting has already begun, is the digital equivalent of locking a public meeting door, and denying entrance to a meeting that is already underway.

For all these reasons: I am referring this matter to my attorney, and to the State Attorney General's office.

Sincerely,

Lori Saldaña
California Assembly Speaker ProTem (ret.)

Martha Sullivan <[REDACTED]>

Mon 1/15/2024 12:20 PM

To: Donna O'Leary <doleary@sdfair.com>

Cc: Carlene Moore <cmoore@sdfair.com>

Please include in the share of the following, The full letter referenced in the following news report to the CHRB from the TOC, TSG/1ST RACING, DMTC & Los Alamitos Race Course can be seen starting at p. 11 here: <https://www.chrb.ca.gov/DocumentRequestor2.aspx?Category=BOARDPACKAGE&SubCategory=&DocumentID=00051389>

On Jan 15, 2024, at 11:13 AM, Martha Sullivan <[REDACTED]> wrote:

Happy Martin Luther King, Jr Day (I know this is a State holiday)! Please share this article from the Daily Racing Form with the Board and Senior management team, SNIP:

"The letter added that 'if the South is not financially viable, it is difficult to see a future for any form of racing or breeding in the state.'

"There are immediate concerns surrounding purse overpayments at Santa Anita and Del Mar. Santa Anita, which began its current winter-spring meeting on Dec. 26, reduced its stakes program by \$2.275 million for the current season compared to the 2022-23 meeting. Overnight purses were cut slightly.

"Last spring, Santa Anita cut purses for its two-month meeting from mid-April to mid-June. The letter to the racing board stated that Santa Anita has overpaid purses by \$4 million, a figure expected to increase in coming months.

"According to supporting documents that accompanied the letter, Del Mar has a purse overpayment of \$2.1 million.

"For its meeting last fall, Del Mar reduced purses for stakes by \$400,000, to \$2.05 million, and reduced overnight purses by 7.6 percent to 12.8 percent.

"According to figures provided by the racing board, betting on Thoroughbred racing in California declined 5 percent last year, from \$1.528 billion in 2022 to \$1.458 billion in 2023."

<https://www.drf.com/news/socal-tracks-tell-racing-board-purse-reductions-and-regulatory-change-are-needed>

Thank You,

Martha Sullivan
[REDACTED]



1/ST



January 5, 2024

Gregory L. Ferraro, DVM – Chairman
Oscar Gonzales – Vice Chairman
Dennis V. Alfieri – Member
Damascus Castellanos – Member
Brenda Washington Davis – Member
Thomas C. Hudnut – Member
Wendy Mitchell – Member
C. Scott Chaney – Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Commissioners and Executive Director,

With the closure of Golden Gate Fields (GGF) in June, California racing is at a tipping point. Decisions that define our future will have long-term ramifications on our sustainability in both the short and long term. We recognize the sense of loss that so many feel in the North with the closing of GGF in June and are united in our view that a viable North is an important part of California racing and breeding.

California's foal crop, horse population and field sizes have been in steady decline over the past several years. First with the closing of Bay Meadows and now GGF, supporting two full-time circuits has become increasingly difficult and underscores the daunting task for industry stakeholders and the CHRB to agree to a holistic answer that can reverse many of the declines that have placed the California racing and breeding industry in a state of flux.

Coupled with the issues in the North, the Santa Anita purse account is overpaid \$4 million at the start of 2024. This forced the tough decision to reduce purses at Santa Anita by \$3 million over the first half of the new year and yet the overpayment is still growing. It is the same for Del Mar where purses were reduced up to 15% during the recently concluded Fall season as a mitigating measure to reduce the overpayment. The North also experienced massive purse cuts at GGF due to several years of overpayments amounting to over \$3 million and a shorter-than-expected payback period. The current California purse structure is unsustainable and, moreover, uncompetitive with other states across the country that benefit from alternative gaming revenue.

At the January 5, 2024, TOC board meeting, management teams from Santa Anita, Del Mar and Los Alamitos all stated that purses at their tracks will be further reduced in 2024 if an enhanced revenue structure is not introduced in the immediate future.

As you know, the North and South are not separate circuits, they are linked. If the South is not financially viable, it is difficult to see a future for any form of racing and breeding in the state. The South assumes approximately 80 percent of the costs for HISA, CHRB and workers comp, despite a relatively equal number of starts before the two zones. Due to the increasing economic pressure, it is no longer sustainable for the South to maintain subsidies to support the North.

In September 2023, with unanimous industry support, AB 1074 was signed into law. The new legislation redirects – when there is no racing in the Northern zone – ADW and simulcast revenue (i.e. wagering on Southern Zone signals and imported races from out of state that comprise Northern Zone betting handle) to support live racing in the Southern Zone. Specifically, this redirected revenue would be allocated to regulatory costs, which has largely been paid by revenues that would otherwise flow to Southern zone purses and track commissions.

Since the announced closure of GGF in July, a realistic, financially sound plan that would enable racing in the Northern zone beyond the traditional CARF and Santa Rosa footprints has not been presented to California industry stakeholders. (It must be noted that any potential new operator of racing would need year-round stabling, training and backstretch facilities that are compliant with the federal Clean Water Act and other state and local regulations and how that compliance would be maintained with any future track or other improvements and/or increase in horse population.) Further, CARF’s Executive Director, Larry Swartzlander, declined TOC’s invitation to present any details of a North plan at our January 5 board meeting.

During the past six months, the TOC has been inundated with calls, texts, and emails regarding the future of California. Our members, horsemen and horsewomen are looking to industry stakeholders and the CHRB to create a path for a sustainable future. At present, 14 weeks of the late-season 2024 North calendar remain open, primarily in the fourth quarter, as well as 39 weeks in 2025. Time is of the essence to stabilize California racing and ensure the future for the tens of thousands of people employed in our industry.

TOC, Santa Anita, Del Mar Thoroughbred Club, and Los Alamitos request the opportunity at the January CHRB board meeting to present a plan that creates suitable and sustainable opportunities for 2024, 2025 and beyond. This plan is the result of collaboration among stakeholders to create opportunity in the Southern Zone during the unoccupied GGF dates, while also providing a secure path for CARF and Santa Rosa toward stability. The plan includes the introduction of required legislation to allow Los Alamitos the ability to offer new races, aimed at accommodating horses currently racing in the North. Also included is a transition component to provide financial incentives for those moving from the North to the South.

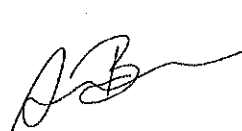
These are challenging times for our industry. A declining and uncompetitive purse structure coupled with a heavily subsidized and outdated business model where the Southern Zone tracks and horsemen provide their simulcast signal to the Northern Zone at no charge and pay a disproportionately large share of industry costs is weighing heavily on our future. We very much appreciate and share the CHRB mission statement to protect the viability of the state’s horse racing industry and ask that the CHRB allocate race dates for 2024 and 2025 for the industry to properly prepare for the future.

Horse racing in California has an incredibly proud history and rich tradition. Under the leadership of the CHRB, our equine safety and welfare reforms have become the industry’s gold standard. Allocating 2024 and 2025 race dates will pave the way for California racing to continue to play an important role as a national leader and enable the industry to create a path for growth.

Sincerely,



William A. Nader
President & CEO
Thoroughbred Owners of
California



Edward Allred
Chairman & CEO
Los Alamitos Quarter
Horse Racing Association



Aidan Butler
Chief Executive Officer
1/5T Racing & Gaming

Josh Rubinstien
President & COO
Del Mar Thoroughbred
Club

SoCal tracks tell racing board that purse reductions, regulatory changes are needed



Benoit Photo According to documents, Del Mar (above) has a purse overpayment of \$2.1 million and Santa Anita has overpaid by \$4 million.

Southern California tracks will be forced to reduce prize money through 2024, continuing a trend that began last spring, amid a decline in handle that has created ongoing purse overpayments at Del Mar and Santa Anita, according to a letter track officials sent to the California Horse Racing Board earlier this month.

The two-page letter, accompanied by 12 pages of supporting data and charts, presents a grim short-term financial outlook for Thoroughbred racing in California at a time when Golden Gate Fields in Northern California is scheduled to close in June, leaving that circuit without a primary racetrack.

The financial crisis threatens the sport over time unless racing is concentrated in Southern California, legislation is passed to expand eligibility for horses racing at the night Thoroughbred meeting at Los Alamitos, and the distribution of revenue from simulcasting and account wagering in Northern California is redirected to Southern California when no racing is held in the north, the letter said.

The letter to the racing board said that earlier this month representatives of Del Mar, Los Alamitos, and Santa Anita told the Thoroughbred Owners of California's board of directors that purses will be reduced later this year "if an enhanced revenue structure is not introduced in the immediate future."

The letter added that “if the South is not financially viable, it is difficult to see a future for any form of racing or breeding in the state.”

:: Access morning workout reports straight from the tracks and get an edge with DRF Clocker Reports

There are immediate concerns surrounding purse overpayments at Santa Anita and Del Mar. Santa Anita, which began its current winter-spring meeting on Dec. 26, reduced its stakes program by \$2.275 million for the current season compared to the 2022-23 meeting. Overnight purses were cut slightly.

Last spring, Santa Anita cut purses for its two-month meeting from mid-April to mid-June. The letter to the racing board stated that Santa Anita has overpaid purses by \$4 million, a figure expected to increase in coming months.

According to supporting documents that accompanied the letter, Del Mar has a purse overpayment of \$2.1 million.

For its meeting last fall, Del Mar reduced purses for stakes by \$400,000, to \$2.05 million, and reduced overnight purses by 7.6 percent to 12.8 percent.

According to figures provided by the racing board, betting on Thoroughbred racing in California declined 5 percent last year, from \$1.528 billion in 2022 to \$1.458 billion in 2023.

Some financial relief could take effect later this year.

Last September, California Gov. Gavin Newsom signed legislation that will allocate revenue generated from simulcasting in Northern California to tracks in Southern California when no tracks are operating in the north. When a track is operating in Northern California, the revenue would remain in that part of the state for purses and for the tracks.

In the letter to the racing board, officials said the added revenue from Northern California simulcasting would be used by tracks and horsemen in Southern California to offset annual regulatory contributions to the racing board and the national Horseracing Integrity and Safety Authority.

Currently, a portion of handle that would go to the tracks for operational costs, or to owners for purses, is earmarked to fund budgets for regulatory agencies.

The letter was written in advance of Thursday’s California Horse Racing Board meeting in Sacramento at which racing dates for the final four months of 2024 in Northern California will be discussed and possibly finalized.

Officials said in the letter they would like to present “a plan that creates suitable and sustainable opportunities” to the racing board for “2024, 2025, and beyond.”

Currently, racing dates have been assigned to Golden Gate Fields through June, and for the Northern California fair circuit from mid-June to early September and for a two-week period in October. No racing dates have been assigned for the final weeks of September or from mid-October through the end of the year.

:: Bet the races with a \$200 First Deposit Match + FREE All Access PPs! Join DRF Bets.

The letter recommends that the racing industry support proposed legislation that would allow for an expansion of Thoroughbred racing at the year-round night meeting of Quarter Horses and lower-level

Thoroughbreds at Los Alamitos. Currently, the track's night meeting can offer races for Thoroughbreds for claiming values of \$5,000 or less restricted to the distance of 4 1/2 furlongs.

Racing officials in Southern California said allowing longer races at higher claiming values could lure stables from Northern California to Los Alamitos. In documents supporting the letter, officials also recommend lowering the minimum claiming levels at Del Mar and Santa Anita below the current \$10,000 level to offer more opportunities for stables currently based in Northern California.

The looming closure of Golden Gate Fields has caused widespread concern that racing in the state will lose owners and breeders who have focused on racing on that circuit.

The letter does not offer suggestions for replacing Golden Gate Fields, and states that finding a suitable venue for year-round racing and training in Northern California will be difficult and costly. Representatives of the California Authority of Racing Fairs were invited to speak at the TOC board meeting earlier this month, but did not appear, the letter stated.

CARF officials have worked in the last six months to find suitable alternative locations for racing following the closure of Golden Gate Fields, but have not made any such announcements.

Last Friday, three Northern California-based members of the TOC's board of directors – Lindsay LaRoche, Ed Moger Jr., and Johnny Taboada – resigned in protest of the TOC's position to not pursue a replacement venue for Golden Gate Fields.

The resignations leave the TOC's board of directors without any Northern California-based members.

In their resignation letter, LaRoche, Moger, and Taboada wrote that TOC's board of directors is "not working to represent the entire state of California."

The letter officials sent to the racing board, dated Jan. 5, was co-authored by William Nader, the president and chief executive officer of the Thoroughbred Owners of California; Ed Allred, the owner of Los Alamitos; Aidan Butler, the chief executive officer of 1/ST Racing, the parent company of Santa Anita and Golden Gate Fields; and Josh Rubinstein, the president of Del Mar.

The issue surrounding purses in California is complicated by the absence of a secondary revenue source, such as a casino or slot machines, that tracks in many other states have used to greatly enhance purses or stay in business.

:: Get Daily Racing Form Past Performances – the exclusive home of Beyer Speed Figures

"The current California purse structure is unsustainable, and, moreover, uncompetitive with other states from across the country that benefit from alternative gaming revenue," the letter stated.

A 2022 California ballot measure that would have allowed sports betting at racetracks was soundly defeated by voters.

Native American tribes operate casinos throughout California, and are so strong politically that the development of casinos at racetracks is considered nearly impossible.

The purse cuts in California have occurred at a time when tracks such as Churchill Downs and Oaklawn Park are running maiden races and allowance races worth far more than some stakes at Southern California tracks.

:: Want to learn more about handicapping and wagering? Check out DRF's [Handicapping 101](#) and [Wagering 101](#) pages.

RATING ACTION COMMENTARY

Fitch Affirms Del Mar Race Track Authority Bonds at 'BB-'; Outlook Stable

Thu 25 Jan, 2024 - 6:01 PM ET

Fitch Ratings - Chicago - 25 Jan 2024: Fitch Ratings has affirmed Del Mar Race Track Authority, CA's (Del Mar, RTA) \$33 million of series 2015 revenue bonds at 'BB-'. The Rating Outlook is Stable.

RATING RATIONALE

The 'BB-' rating reflects the elevated vulnerability of Del Mar Race Track Authority's operating profile to the declining popularity of horse racing in California and across the country. Longer-term historical declines in race track attendance have resulted in lower margins for race track net revenues, ultimately leading to declining net race track revenues and increased reliance on concession revenues to support debt service. While Fitch recognizes that Del Mar will host the Breeders Cup in 2024 and 2025, Fitch's rating case assumes continued declines in gross racetrack revenues in 2026, and net concession revenues serving as the sole source of revenues to service debt after 2027. Fitch rating case 10-year average DSCR is 1.5x, falling to a minimum of 0.97x in 2037. The rating is supported by strong debt structural features, which include prepayment tests if coverage either exceeds or falls below 2.0x, and which is expected to amortize the bonds ahead of schedule, and mitigates the outer year risk around the horse racing industry in line with the 'BB-' rating level. Fitch's rating case conservatively does not assume any prepayments under the debt structure, although these are expected to occur in practice.

Although net concession revenues bolster the debt service coverage ratio (DSCR) through debt tenor, this revenue stream is dependent on the continued operations of the facility with either continued attendance from non-horse racing events or increases in per capita concession spending, which Fitch views as uncertain over the long term. Fitch will continue to monitor the facility's financial viability and update the rating to reflect future material credit events as they arise.

KEY RATING DRIVERS

Revenue Risk: Franchise - Weaker

Declining Fan Base: The declining nature of the California horse racing industry, as well as exposure to adverse events such as equine deaths at horse race tracks has led to a long-term trend of reduced attendance and uncertainty in fan support, despite recent improvements coming out of the pandemic. Racetracks also face increasing competition for gamblers, from both internet gaming and regional casinos. These weaknesses are somewhat offset by an affluent service area combined with semi-diverse revenues from wagering, and concessions generated from other events at the fairgrounds. However, given the industry's continued deterioration, the sustainability of race track revenues becomes less viable over the longer term.

Facility Infrastructure Development/Renewal - Midrange

Fitch has revised its Infrastructure Development/Renewal assessment to Midrange from Stronger.

Limited Financial Obligation to Capital Improvement Plan: The score revision reflects the limited capacity of excess cashflows available to the Race Track Authority to fund any potential capital projects at the fairgrounds. Recent large capital projects at the fairgrounds were separately funded by the 22nd District Agricultural Association (DAA), including the renovation of an existing satellite wagering building into a multi-purpose entertainment venue known as the Sound, which is bolstering DAA concession revenues and supporting a mild diversification in pledged revenues. The RTA has previously relied on bond financings to fund major capital renovations to the race track grounds. There are currently no major capital spending plans that are the responsibility of the RTA.

Debt Structure - 1 - Stronger

Favorable Provisions & Reserves: Debt is 100% fixed-rate and fully amortizes by 2038 with a flat debt service profile of \$3.2 million per annum. A debt prepayment feature accelerates prepayment of principal in the amount of 30% of pledged net revenues (subject to a \$4 million cap on net concession revenues) that exceed 2.0x debt service. A second prepayment feature offers further protection if coverage test revenues (i.e. pledged revenues including all available uncapped net concession revenue) should fall below 2.0x debt service. No debt may be issued senior to the 2015 bonds, and rating agency verification is required for any

additional parity bonds. A debt service reserve fund (DSRF) is fully cash funded at maximum annual debt service (MADS).

Financial Profile

Overall financial performance at Del Mar Racetrack has declined in the estimated calendar year 2023, following a surge in post-pandemic attendance in 2021 and 2022 at the race track. Net race track revenue is estimated to decline, while net concession revenues are expected to increase, as they benefit from revenue diversification including the new music venue at the fairgrounds, which is contributing to net concession revenue.

Fitch cases incorporate the declining horse racing industry trends, and the thin operating margins for net racetrack revenues. This leads to higher reliance on net concession revenue, which itself is vulnerable to deterioration. Under the Fitch rating case, net racetrack revenues are depleted by 2027, and the 10-year average DSCR is 1.5x, falling to a minimum of 0.97x in 2037, as no pledged racetrack revenues are available to support debt service. The profile exhibits a high degree of volatility with slight changes in net race track profitability contributing to large variances in annual DSCR.

PEER GROUP

There are no directly comparable peers, as this is the only racetrack that Fitch rates.

RATING SENSITIVITIES

Factors that Could, Individually or Collectively, Lead to Negative Rating Action/Downgrade

--Continued decline of the horse racing industry such that the racetrack is no longer financially sustainable.

Factors that Could, Individually or Collectively, Lead to Positive Rating Action/Upgrade

--Proactive managerial decisions that lead to viable cost reductions and/or consistent revenue growth resulting in a stable financial profile long term.

CREDIT UPDATE

Total racetrack attendance during 2023 was slightly lower than 2022, at 324,142 patrons. Summer meet attendance (85% of total) was affected by inclement weather, which reduced the number of racing days to 30 from 31. Despite the reduction in days, average daily attendance was up 2.5% compared with 2022. The 13-day Fall meet (15% of total) had

attendance of 47,642, which is in line with 2022. Attendance in 2023 represents 70% of pre-pandemic attendance levels, which were already reduced significantly from previous peaks of over 700,000 patrons.

Del Mar is scheduled to host the Breeder's Cup in 2024 and 2025, which will increase their total racing days to 46 in 2024. Del Mar previously hosted the two-day event in 2017 and 2021, which greatly increased overall race track and concession net revenue performance. The 2021 Breeders Cup occurred during the bond year period from October 2, 2021 to October 1, 2022, and the strong performance led to a turbo repayment of principal of approximately \$1.1 million in the April 2023 debt service payment. Looking ahead, management anticipates strong "shoulder days" on either side of the event during the Fall meet, which are expected to increase admissions, on-track food & beverage (F&B), and wagering revenues.

Overall attendance at the San Diego County Fair continued to recover from the pandemic in 2023, with with total attendance of over 997,000 during the year, up 3% from 2022.

Wagering: Overall handle (the total amount wagered on a race) in 2022 decreased 21.1% due to the hosting of the Breeder's Cup at Del Mar in 2021, which greatly increased wagering. Non-Breeder's Cup handle remained flat in 2022 when compared with 2021. Out-of-state wagering continues to be the largest component of total handle at 54%, followed by off-track wagering at 37%. On-track wagering makes up only 7% of the total, representing a significant decline from 17% of total handle in 2014. Total handle is expected to decrease in 2023, due to the loss of one racing day during the year.

Financial: Net racetrack revenues decreased by 46% in 2023 to an estimated \$2.7 million due to a fall off from record highs of off-track betting in 2022. The decline in net racetrack revenues in 2023 was also due to higher operating expenses at the racetrack, driven primarily by increased staff costs.

Net concession revenues generated by the DAA for the year-to-date through November 2023 are up 16% over the same 11-month period in 2022 and are estimated at \$4.3 million. The amount available to service the RTA bonds remains capped at \$4 million subject to the bond documents. Concessions have been bolstered by the higher average daily attendance at the summer race meet, strong F&B sales for higher margin premium seating business lines, and the operations of the Sound, which is contributing F&B revenues to the RTA bonds.

Capital Improvements: In 2023, "the Sound" opened on the fairgrounds. The venue is a 1,892 seat multi-use entertainment venue primarily to host concerts. This capital project was

undertaken and financed by DAA and was a renovation of an existing satellite wagering building. Since February 2023, it has hosted 55 performances, with management expecting 80 shows in 2024. Development of the venue signals management's intent to diversify revenue streams at the fair grounds and contribute additional concession revenues toward the rated bonds. There are no other major capital expenditures planned at Del Mar.

FINANCIAL ANALYSIS

Fitch's base and rating case analysis incorporates management estimates for fiscal year 2023 and budgeted results for fiscal year 2024 for the DAA and DMTC. Fitch's cases assume the hosting of the Breeder's Cup in 2024 and 2025, which will result in one-time spikes in revenues and ultimately net race track revenues in each year. Fitch's cases do not incorporate pre-payments of debt service for either over or under 2.0x coverage.

Fitch Base Case

Fitch's base case adopts management's expectations across racetrack and concession revenues for Breeder's Cup years 2024 and 2025, which Fitch views as reasonable. Race track net revenues are around \$3.6 million in each period. Starting in 2026, revenues and expenses return to 2023 estimated levels. Thereafter, gross racetrack revenues grow at a 10-year CAGR of 1.5%, while expenses grow by a 10-year CAGR of 3%. Concession revenues increase in 2024 to around \$6.9 million, and then revert back to 2023 levels and are flat thereafter, capped at \$4 million. Under this scenario, net racetrack revenues are depleted in 2031, with annual revenue declines ranging from 8% to 12% from 2029 to 2031. Starting in 2031, concession revenues are the sole revenue supporting debt service. The Fitch Base Case DSCR falls to around 1.2x from 2031 onwards. The five-year average DSCR is 2.2x and the 10-year average DSCR is 1.8x.

Fitch Rating Case

Fitch's rating case haircuts the Breeder's Cup revenues by 5% in 2024 and 2025, keeping expenses flat, resulting in net race track revenues of around \$1.6 million in each year. Starting in 2026, gross racetrack revenues are reduced by 1% from the baseline of 2023, while expenses grow by 2% thereafter. Under this scenario, net racetrack revenues are depleted by 2027. Once net racetrack revenues are depleted, F&B concessions are also assumed to decline by the historical 10-year CAGR of -2.8%. Under this scenario, the five-year average DSCR is 1.7x and the 10-year average DSCR is 1.5x. Fitch rating case minimum DSCR is 0.97x in 2037, as no pledged racetrack revenues are available to support debt service, relying solely on diminishing net concession revenue. Fitch's cases do not take into account the

prepayment mechanisms in case of under and over-performance, which will likely result in final amortization on the bonds prior to the scheduled maturity in 2038. If these prepayments are taken into account, an additional \$6.7 million of revenue would be trapped in the coverage calculation reduction account under the Fitch rating case projection, which mitigates the low coverage in outer years. Overall, the profile exhibits a high degree of volatility with slight changes in net race track profitability contributing to large variances in annual DSCR, which is supportive of the current rating.

Additional Sensitivity Cases

Fitch ran a breakeven sensitivity in which net pledged revenues decline by 1.5%, which is the decline observed from 2015 through 2022. Excluding the Breeder's Cup, starting from 2023, 1.5% declines in net revenue per year combined with inflationary cost increases of 2% per year results in a minimum 1.0x coverage in 2037.

SECURITY

The bonds are secured by net concession revenues (capped at \$4 million) generated by the DAA and net racetrack revenues generated by DMTC.

REFERENCES FOR SUBSTANTIALLY MATERIAL SOURCE CITED AS KEY DRIVER OF RATING

The principal sources of information used in the analysis are described in the Applicable Criteria.

ESG CONSIDERATIONS

Del Mar Race Track Authority (CA) has an ESG Relevance Score of '4' for Financial Transparency due to the delay in publication of audited financial statements, which has a negative impact on the credit profile, and is relevant to the rating in conjunction with other factors.

The highest level of ESG credit relevance is a score of '3', unless otherwise disclosed in this section. A score of '3' means ESG issues are credit-neutral or have only a minimal credit impact on the entity, either due to their nature or the way in which they are being managed by the entity. Fitch's ESG Relevance Scores are not inputs in the rating process; they are an observation on the relevance and materiality of ESG factors in the rating decision. For more information on Fitch's ESG Relevance Scores, visit

<https://www.fitchratings.com/topics/esg/products#esg-relevance-scores>.

RATING ACTIONS

ENTITY / DEBT ⇅	RATING ⇅	PRIOR ⇅
Del Mar Race Track Authority (CA)		
Del Mar Race Track Authority (CA) /Sports Facility Revenues - First Lien/1 LT	LT	BB- Rating Outlook Stable Affirmed
		BB- Rating Outlook Stable

[VIEW ADDITIONAL RATING DETAILS](#)

FITCH RATINGS ANALYSTS

Jim Code

Associate Director

Primary Rating Analyst

+1 312 368 3194

jim.code@fitchratings.com

Fitch Ratings, Inc.

One North Wacker Drive Chicago, IL 60606

Henry Flynn

Director

Secondary Rating Analyst

+1 646 582 4580

henry.flynn@fitchratings.com

Anne Tricerri

Director

Committee Chairperson

+1 646 582 4676

anne.tricerri@fitchratings.com

MEDIA CONTACTS

Sandro Scenga

New York

+1 212 908 0278

sandro.scenga@thefitchgroup.com

Additional information is available on www.fitchratings.com

PARTICIPATION STATUS

The rated entity (and/or its agents) or, in the case of structured finance, one or more of the transaction parties participated in the rating process except that the following issuer(s), if any, did not participate in the rating process, or provide additional information, beyond the issuer's available public disclosure.

APPLICABLE CRITERIA

[Sports Facilities, Leagues and Teams Rating Criteria \(pub. 01 Jun 2022\) \(including rating assumption sensitivity\)](#)

[Infrastructure & Project Finance Rating Criteria \(pub. 17 May 2023\) \(including rating assumption sensitivity\)](#)

APPLICABLE MODELS

Numbers in parentheses accompanying applicable model(s) contain hyperlinks to criteria providing description of model(s).

GIG AST Model, v1.3.1 (1)

ADDITIONAL DISCLOSURES

[Dodd-Frank Rating Information Disclosure Form](#)

[Solicitation Status](#)

[Endorsement Policy](#)

ENDORSEMENT STATUS

Del Mar Race Track Authority (CA)

EU Endorsed, UK Endorsed

DISCLAIMER & DISCLOSURES

All Fitch Ratings (Fitch) credit ratings are subject to certain limitations and disclaimers.

Please read these limitations and disclaimers by following this link:

<https://www.fitchratings.com/understandingcreditratings>. In addition, the following <https://www.fitchratings.com/rating-definitions-document> details Fitch's rating definitions for each rating scale and rating categories, including definitions relating to default. ESMA and the FCA are required to publish historical default rates in a central repository in accordance with Articles 11(2) of Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 and The Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019 respectively.

Published ratings, criteria, and methodologies are available from this site at all times. Fitch's code of conduct, confidentiality, conflicts of interest, affiliate firewall, compliance, and other relevant policies and procedures are also available from the Code of Conduct section of this site. Directors and shareholders' relevant interests are available at <https://www.fitchratings.com/site/regulatory>. Fitch may have provided another permissible or ancillary service to the rated entity or its related third parties. Details of permissible or ancillary service(s) for which the lead analyst is based in an ESMA- or FCA-registered Fitch Ratings company (or branch of such a company) can be found on the entity summary page for this issuer on the Fitch Ratings website.

In issuing and maintaining its ratings and in making other reports (including forecast information), Fitch relies on factual information it receives from issuers and underwriters and from other sources Fitch believes to be credible. Fitch conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security or in a given jurisdiction. The manner of Fitch's factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in the jurisdiction in which the rated security is offered and sold and/or the issuer is located, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors. Users of Fitch's ratings and reports should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information Fitch relies on in connection with a rating or a report will be accurate and complete. Ultimately, the issuer and its advisers are

responsible for the accuracy of the information they provide to Fitch and to the market in offering documents and other reports. In issuing its ratings and its reports, Fitch must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings and forecasts of financial and other information are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings and forecasts can be affected by future events or conditions that were not anticipated at the time a rating or forecast was issued or affirmed. Fitch Ratings makes routine, commonly-accepted adjustments to reported financial data in accordance with the relevant criteria and/or industry standards to provide financial metric consistency for entities in the same sector or asset class.

The complete span of best- and worst-case scenario credit ratings for all rating categories ranges from 'AAA' to 'D'. Fitch also provides information on best-case rating upgrade scenarios and worst-case rating downgrade scenarios (defined as the 99th percentile of rating transitions, measured in each direction) for international credit ratings, based on historical performance. A simple average across asset classes presents best-case upgrades of 4 notches and worst-case downgrades of 8 notches at the 99th percentile. Sector-specific best- and worst-case scenario credit ratings are listed in more detail at <https://www.fitchratings.com/site/re/10238496>

The information in this report is provided “as is” without any representation or warranty of any kind, and Fitch does not represent or warrant that the report or any of its contents will meet any of the requirements of a recipient of the report. A Fitch rating is an opinion as to the creditworthiness of a security. This opinion and reports made by Fitch are based on established criteria and methodologies that Fitch is continuously evaluating and updating. Therefore, ratings and reports are the collective work product of Fitch and no individual, or group of individuals, is solely responsible for a rating or a report. The rating does not address the risk of loss due to risks other than credit risk, unless such risk is specifically mentioned. Fitch is not engaged in the offer or sale of any security. All Fitch reports have shared authorship. Individuals identified in a Fitch report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only. A report providing a Fitch rating is neither a prospectus nor a substitute for the information assembled, verified and presented to investors by the issuer and its agents in connection with the sale of the securities. Ratings may be changed or withdrawn at any time for any reason in the sole discretion of Fitch. Fitch does not provide investment advice of any sort. Ratings are not a recommendation to buy, sell, or hold any security. Ratings do not comment on the adequacy of market price, the suitability of any security for a particular

investor, or the tax-exempt nature or taxability of payments made in respect to any security. Fitch receives fees from issuers, insurers, guarantors, other obligors, and underwriters for rating securities. Such fees generally vary from US\$1,000 to US\$750,000 (or the applicable currency equivalent) per issue. In certain cases, Fitch will rate all or a number of issues issued by a particular issuer, or insured or guaranteed by a particular insurer or guarantor, for a single annual fee. Such fees are expected to vary from US\$10,000 to US\$1,500,000 (or the applicable currency equivalent). The assignment, publication, or dissemination of a rating by Fitch shall not constitute a consent by Fitch to use its name as an expert in connection with any registration statement filed under the United States securities laws, the Financial Services and Markets Act of 2000 of the United Kingdom, or the securities laws of any particular jurisdiction. Due to the relative efficiency of electronic publishing and distribution, Fitch research may be available to electronic subscribers up to three days earlier than to print subscribers.

For Australia, New Zealand, Taiwan and South Korea only: Fitch Australia Pty Ltd holds an Australian financial services license (AFS license no. 337123) which authorizes it to provide credit ratings to wholesale clients only. Credit ratings information published by Fitch is not intended to be used by persons who are retail clients within the meaning of the Corporations Act 2001. Fitch Ratings, Inc. is registered with the U.S. Securities and Exchange Commission as a Nationally Recognized Statistical Rating Organization (the “NRSRO”). While certain of the NRSRO's credit rating subsidiaries are listed on Item 3 of Form NRSRO and as such are authorized to issue credit ratings on behalf of the NRSRO (see <https://www.fitchratings.com/site/regulatory>), other credit rating subsidiaries are not listed on Form NRSRO (the “non-NRSROs”) and therefore credit ratings issued by those subsidiaries are not issued on behalf of the NRSRO. However, non-NRSRO personnel may participate in determining credit ratings issued by or on behalf of the NRSRO.

dv01, a Fitch Solutions company, and an affiliate of Fitch Ratings, may from time to time serve as loan data agent on certain structured finance transactions rated by Fitch Ratings.

Copyright © 2024 by Fitch Ratings, Inc., Fitch Ratings Ltd. and its subsidiaries. 33 Whitehall Street, NY, NY 10004. Telephone: 1-800-753-4824, (212) 908-0500. Reproduction or retransmission in whole or in part is prohibited except by permission. All rights reserved.

READ LESS

SOLICITATION STATUS

The ratings above were solicited and assigned or maintained by Fitch at the request of the rated entity/issuer or a related third party. Any exceptions follow below.

ENDORSEMENT POLICY

Fitch's international credit ratings produced outside the EU or the UK, as the case may be, are endorsed for use by regulated entities within the EU or the UK, respectively, for regulatory purposes, pursuant to the terms of the EU CRA Regulation or the UK Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019, as the case may be. Fitch's approach to endorsement in the EU and the UK can be found on Fitch's [Regulatory Affairs](#) page on Fitch's website. The endorsement status of international credit ratings is provided within the entity summary page for each rated entity and in the transaction detail pages for structured finance transactions on the Fitch website. These disclosures are updated on a daily basis.

January 17, 2024

Ms. Carlene Moore
22nd DAA
2260 Jimmy Durante Blvd.
Del Mar, Ca 922014

Ms. Moore,

Michael Gelfand suggested that I write a letter to you about using a part of the Del Mar Fairgrounds and Horsepark for the two types of housing that are most sorely needed in this area:

1. Workforce Housing Affordable for Blue Collar Families
2. Affordable Housing for Very Low-Income Families

Michael said that you normally forward requests of this type to the board. I have made this request to you before, as you know, but I do not know whether the previous requests were formal enough to be directed to the board. I trust that this one will be.

I am aware that the DAA has had a land-use study done by London-Moeder, but I have not had the privilege of seeing it. So, I don't know how my proposal fits with that study, but here are the basics of my suggestion.

1. The necessary housing would be a much better full-time use of some of the 22nd Ag Dist land than its current uses for the golf driving range and such. The 48 acres east of Jimmy Durante Blvd and the Horsepark's 60 acres are especially suitable.
2. From about 600 to roughly 1,800 new housing units could be created on said land. With the need for such housing being so acute, this would be a very welcome addition and would allow many families to have proper homes and enjoy living in our area.


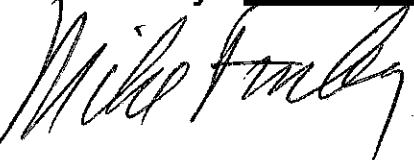
3. The DAA can start the process by notifying the State that it no longer needs the land for its basic functions. Then, the State's agencies do everything else. The State decides whether the land works for such housing, they advertise it with the proper developers, and then decide which developer to award the land lease to. This has been done in several other areas of the State.

I know that such a move would be a change in direction for you and the board. But you can do so without adversely affecting your core activities such as the Fair, the Music Venue and the Horse Racing. Do more off-site parking on your busiest days; build parking ramps on some of the land west of Jimmy Durante Blvd (they can be self-amortizing) and make other adjustments so that making the land available for higher and better uses (than golf and tennis and parking on your 10-15 busiest days) would be a huge benefit for our area, and such changes could still allow the DAA to continue holding its primary events.

Your board will be tasked with making substantial modifications in your land usage if and when thoroughbred racing finally calls it quits in Del Mar. So, declaring some of your land available for sorely needed housing now while also positioning your board to be able to adjust to the possible demise of horse racing in the future can work well.

I would be very happy to meet with you and your directors to present this proposal in more detail. In such a meeting, I can show you preliminary maps depicting the possible placement of this housing and discuss the State's process for creating it.

Hope to hear from you soon.

Mike Finley 


January 29, 2024

Frederick Schenk

22nd DAA Board of Directors

2260 Jimmy Durante Blvd.

Del Mar, CA 92014

During my 30 years in San Diego I have had many wonderful experiences when visiting the San Diego County Fair and most especially the photography exhibits and workshops. In fact, my husband has on occasion submitted his own photographic artwork. The annual fair has provided both my husband and myself an opportunity to meet, befriend, and collaborate with others involved in the San Diego photographic community.

It was therefore so upsetting to hear that two individuals in charge of overseeing the annual photography portion of the fair; Lois Fong-Sakai and Amethel Astillero, have made a decision that I along with many others felt was unfair and quite frankly wrong.

Last year, Larry submitted for consideration a workshop on photography and the use of artificial intelligence titled *AI, Take your Photography to the Next Level*. Mr. Vogel was taken aback when he was informed by Lois Fong-Sakai that he would not be permitted to present the workshop as they felt that the topic was unacceptable. While I understand that AI is quite controversial as it relates to art I personally felt that including this workshop would at the very least bring forth some debate on the issue. I have always felt including a diversity of topics to the general public enhances the educational experience. I can however understand the reluctance of some to not embrace the topic even though almost all current image editing programs now incorporate AI as integral features. Even though I found the committee decision in this instance shortsighted I found no issue with their decision.

Having already prepared this presentation, Mr. Vogel decided to offer it on-line through his personal forum, advertising it via Facebook to his 800+ friends.

Yesterday I found out that at a private event sponsored once each year by The Poly Photo Club and held at The La Jolla Country Club this past weekend, Ms. Fong-Sakai approached Mr. Vogel (who had been invited there to be honored for his volunteer work as a judge) and informed him the he would no longer be eligible to either volunteer as presenter or as a judge at the fair. She indicated that she was unhappy with how Mr. Vogel handled the workshop issue the previous year. I can only surmise that Ms. Fong-Sakai was angered at Larry for having offered his presentation to the public using a means other than the venue at the fair. A forum which he had been denied.

Mr. Vogel was as astounded and saddened to hear this as was I along with many other members of the San Diego artist and photographic community`.

Mr. Vogel has been actively involved with both judging and providing workshops for decades. His involvement has always been strictly on a volunteer basis. His workshops were well attended and he had been immensely helpful to all who attended them.

There is no doubt that addressing this at an event with other photographers during which Mr. Vogel was there to be honored for his service was rude and unprofessional. It is my opinion that Ms. Fong-Sakai allowed her personal feelings to get in the way of her professional judgement. As a representative of the SD County Fair, Ms. Fong-Sakai has a responsibility to carry out her role with impartiality and fairness, something she has failed to do.

On behalf of this county and the photographic community I am therefore asking that the Board of Directors address this issue with Ms. Fong-Sakai and Ms. Astillero and reconsider Mr. Vogel as a SD County Fair volunteer.

Thank you in advance for your consideration.

Sincerely,

Sara Schiff



From: Carla Echols-Hayes [REDACTED]
Sent: Thursday, February 15, 2024 2:14 PM
To: Michael Gelfand (SDFair) <mgelfand@sdfair.com>; Donna O'Leary <doleary@sdfair.com>; Carlene Moore <cmoore@sdfair.com>; Lisa Barkett (SDFair) <lbarkett@sdfair.com>; Richard Valdez (SDFair) <rvaldez@sdfair.com>; Kathlyn Mead (SDFair) <kmead@sdfair.com>; Frederick Schenk (SDFair) <fschenk@sdfair.com>; Don Mosier (SDFair) <dmosier@sdfair.com>; Sam Nejabat (SDFair) <snejabat@sdfair.com>; Joyce Rowland (SDFair) <jrowland@sdfair.com>; Mark Arabo (Sdfair) <marabo@sdfair.com>
Cc: Laura DeMarco [REDACTED]; joe@hitsshows.com <joe@hitsshows.com>; Dale Harvey <dale@hitsshows.com>
Subject: Olympic level horse sports continue at Del Mar Horsepark and Del Mar Fairgrounds

Hi Everyone,

Three stories here. As you may know, Del Mar Showpark (renamed Horsepark by the 22nd DAA) was one venue that hosted qualifying trials for the 1984 LA Olympics. The current General Manager Dale Harvey, competed in those trials as a jumper representing Canada.

The tradition continues.

The following are three stories about Horsepark and the Olympic traditions for horse athletes and their human counterparts--weather tech protecting the horses at Horsepark during El Nino rains, local dressage riders ranked 1st and 3rd in the US Olympic team qualifications, and an Equestrian Olympics fundraiser at Del Mar Fairgrounds on March 22.

Weather tech story--Horsepark leading edge tech for winter rains

HITS held our first dressage show --an international qualification trial for the Paris Olympics--that was a huge success despite the weather. Even though it rained hard on Jan 31 and the morning of Feb 1, the ebb&flow rings did their job and were completely dry by 9am. So both outdoor ebb&flow outdoor rings were safe for the horses to use Friday-Sunday, despite occasional rain showers at night.

As we mentioned at earlier Fairboard meetings in 2023 , one of the most amazing upgrades that HITS made when remodeling Horsepark was to install 4 ebb&flow rings. These rings have a base overlaid by pipes and drains, all automated electronically to measure the moisture in the dirt and footing (top layer that's sand and felt). When it rains, the sensors tell the drains to open and drain the rings into reservoirs. That's why they dry out so quickly.

Conversely, when the rings become too dry during summer months, the sensors turn on pumps to move the reservoir water up to the surface and keep the rings soft and moist.

This technology protects the stream next door, allows the shows to continue even during El Nino winters as the rings are safe for the horses, and conserves rainwater for our dry season. They are a huge competitive advantage for Horsepark, as Thermal in Indio, Galway Downs in Temecula, and Rancho Viejo in San Juan Capistrano do not have this tech, nor do any of those venues have covered arenas.

Invented in Germany, people in N. Europe have been using this technology for over 25 years in horse arenas and maybe other applications as well.

Can you believe it that we are actually interested in the weather in San Diego? The big joke of the old movie Ron Burgundy, Weatherman, was that San Diego weather is always the same and extremely boring. Not last year. Not this year either.

Olympic Riders at Horsepark at First HITS International Dressage Show

The first HITS-produced dressage show was basically like watching the Paris Olympics in person without the jet lag. Six Olympic riders plus one young Olympic hopeful participated in several classes. All live and train in San Diego County, which has the highest horse/capita ratio in the State of CA.

In the international qualification classes, Steffen Peters on his Olympic horse Suppenkasper won the Grand Prix and the Grand Prix special. Steffen has competed on the US Olympic team 5 times so far, and our US team earned Silver at Tokyo. He's currently in first place in the US Olympic rankings.

Within a half-percentage point behind was 28yo Anna Buffini, an African-American athlete whose mother was a US Olympics volleyball team. Anna is a TikTok star, beloved by younger horse fans, and went from gymnastics to horses at the age of 10. She's ranked 3rd in the US Olympic rankings for Paris, 2024. The second place ranked rider for the US Olympics, Sarah Tubman, moved from S. California to Florida as it became impossible to qualify without traveling to Florida--a situation now remedied with the HITS dressage series at Del Mar that includes three qualifying shows in 2024 for international competition.

Guenter Seidel--Atlanta Olympics and Anna Buffini's coach--rode his new Grand prix horse.

Sabine Shut-Kery--Tokyo Olympics Silver medal team member--competed on younger horses.

Nick Wagman--Tokyo Olympics alternate team member--competed his younger horses

Kathleen Raine--Atlanta Olympics--was coaching her younger riders

Christine Traurig--Sydney Olympics Bronze team medal--coached younger riders and is the USET coach for young riders.

The next big international competition in dressage will be held on March 21-24 and is a qualifying show for the Olympics. That's at Horsepark, along with the Del Mar National, April 11-14, dressage week, the last qualifying show before the Paris 2024 Olympic team is chosen

USET Foundation To Host 'Equestrians in Paris' Benefit Event in Del Mar, California--PRESS RELEASE

Funds raised from the event will support the preparation and participation of the U.S. equestrian teams for the 2024 Olympic and Paralympic Games

The United States Equestrian Team (USET) Foundation will host an exciting benefit event on Friday, March 22, 2024, in the Del Mar Arena at the Del Mar Fairgrounds in Del Mar, California. The "Equestrians in Paris" event will raise critical funds to support the U.S. equestrian teams that are headed for the 2024 Olympic and Paralympic Games in Paris, France.

"Our supporters on the West Coast play an integral role in furthering the USET Foundation's mission, so I am delighted to be hosting a 2024 Olympic and Paralympic benefit event, 'Equestrians in Paris,' in Del Mar," said Lisa Munro, Director of Development, USET Foundation. "Many world-class U.S. equestrian athletes got their starts or are currently based in California and on the West Coast. We're fortunate to be able to cheer them on as they proudly represent our country on the greatest international stages.

"With the 2024 Paris Olympic and Paralympic Games just months away, it's important to show our appreciation to our devoted donors and supporters who have contributed greatly to the thriving West Coast equestrian

community,” continued Munro. “Thanks to them, we’re able to bring U.S. equestrian athletes’ Olympic and Paralympic dreams to life.”

“Equestrians in Paris” will be hosted by honorary chairman Mark Wahlberg, 2023 Miss California Sabrina Lewis, and benefit co-chairs, Sean Caddell, Katherine Annie Finch, Laura Maloney, Patricia Mayer, and Francie Nilforushan, as well as several athlete host committee and benefit committee members. The event will begin with a cocktail hour at 5 p.m. followed by dinner served at 6:30 p.m., and entertainment presented by Halter Ego. In addition to music, there will be live equestrian performances from several top athletes including world champion vaulters and Olympic dressage medalists Guenter Seidel, Steffen Peters, and Sabine Schut-Kery, as well as dressage athlete Kathleen Raine. Olympic show jumping gold medalist Will Simpson will also lead a performance with his daughter and NAYC show jumping gold and bronze medalist Sophie Simpson-Leckie. A play on the popular Netflix television series *Emily in Paris*, the “Equestrians in Paris” benefit gala is an opportunity for guests to don their best Parisian-inspired cocktail attire.

Interested individuals are encouraged to purchase tickets and tables as early as possible and no later than Thursday, March 7, 2024, as “Equestrians in Paris” is expected to sell out.

Tables and reserved seating are available on a first come, first served basis.

For additional information on “Equestrians in Paris” and to purchase a table or ticket in support of the USET Foundation and the U.S. equestrian athletes headed to the 2024 Olympic and Paralympic Games, visit <https://www.uset.org/eip-gala/>.

Media Contact:

Kara Pinato Scro

Jump Media for USET Foundation

kara@jumpmediallc.com

+1 443-253-8006