



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
April 9, 2024, at 1:30 p.m.

Boardroom

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

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 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 Meetings](#)) 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

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

Secretary-Manager

Carlene Moore
Chief Executive Officer

22nd DAA Counsel

Joshua Caplan
Office of the California Attorney General

OUR GOALS

THE LENS

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

April 9, 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 March 12, 2024** 6-9
- **Minutes, Regular Meeting March 26, 2024** 10-11
- **Delegation of Authority**
 - Local Agency Investment Fund Authorization 12-14
- **Contract Awards & Approvals**
 - **Standard Agreements** 15-42
 - 24-006 Garden Block Project; 22-020 AM2 Stage Crew Labor; 22-021 AM2 LED Walls; 22-022 AM2 Security Guard Services ATV and K9; 22-027 AM3 Offsite Transportation/Shuttle Services; 22-031 AM2 Office Trailer Rentals; 23-032 AM2 Touchless Weapon Detection; 23-024 AM1 Rolling Stages/Grandstand Production; 23-041 AM2 Audio Design Rentals/Grandstand Production; 23-042 AM1 Stage-Tech/Grandstand Production; 22-028 AM3 Technical Operations and Maintenance of Storm Water Treatment Building; 23-034 AM1 Fair Street Banner Printing; 23-036 AM1 Fair Street Banner Printing; 24-014 Reverse ATM Machines and Service; 24-017 TV and Radio Post Production; 24-016 Video Production Crew at Grandstand
 - **2024 San Diego County Fair Ride Operator Agreements** 51-56
 - 24-M-01 6th Generation; 24-M-02 Alamo Amusements; 24-M-03 Bishop Amusements; 24-M-04 Bishop Amusements; 24-M-05 Caprice Enterprises; 24-M-06 Caprice Enterprises; 24-M-07 D&K Amusements; 24-M-08 D&K Amusements; 24-M-09 Dakota Rides; 24-M-10 Helm & Sons; 24-M-11 Helm & Sons; 24-M-12 Hot Shot Thrill Rides; 24-M-13 Iconic Midway Rides; 24-M-14 Iconic Midway Rides; 24-M-15 Kastl Amusements; 24-M-16 Kastl Amusements; 24-M-17 Prime Pacific; 24-M-18 RCS; 24-M-19 RCS; 24-M-20 RCS; 24-M-21 Southern Cross; 24-M-22 Talley Amusements; 24-M-23 Talley Amusements; 24-M-24 Talley Amusements; 24-M-25 Wanderlust Amusements; 24-M-26 Wood Entertainment
 - **2024 San Diego County Fair Game Operator Agreements** 57-62
 - 24-M-27 All State 38; 24-M-28 Big T Toys & Sports; 24-M-29 Boguey's Boardwalk; 24-M-30 Boguey's Concessions; 24-M-31 JACA Ent.; 24-M-32 Kimo's Concessions;

24-M-33 PAN; 24-M-34 Paul's Concessions; 24-M-35 Rogmic Ent.; 24-M-36 Talley Amusements

- o **Sponsorship Agreements** 43-50
SPO-24-004 Sharp Business Systems; SPO-24-084 Soapy Joe's Car Wash

4. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

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

5. **EXECUTIVE REPORT (INFORMATIONAL)** – CEO Carlene Moore

- **Operational Announcements** Verbal
 - o Annual Report Presentation
 - o Premier Annual Report Presentation
- **Construction Projects & Facilities Updates** Verbal
- **Industry News & Updates** Verbal
- **Review of Contracts Executed per CEO Delegation of Authority**
 - o **Standard Agreements** 63-68
24-013 Theme Exhibit Consulting and Design
 - o **Individual Project Agreements (IPA) with California Construction Authority (CCA)** 69-74
022-23-107 Surfside Exterior Deck Replacement; 022-24-595634 Grandstand Fire Panel Replacement
 - o **2024 San Diego County Fair Entertainment Agreements** 69
24-1036 Love Productions f/s/o The Rocket Man; 24-1089 A Hundred Drums; 24-1088 Done Dirt Cheap; 24-1090 The New Originals; 24-1091 Timba Tumbao; 24-1204 Irma Esquer Roman; 24-1205 KM Creative Solutions; 24-1206 R.W.B.
 - o **2024 San Diego County Fair Judging Agreements** 70
24-33J Elizabeth McGhee; 24-34J Nathan Gibbs; 24-35J David Milton; 24-36J Echo Baker; 24-37J Dawn Buckingham; 24-38J Kate Cohen; 24-39J Tiffany Wai-Ying Beres; 24-40J Victoria Gerard; 24-42J Katie Dolgov; 24-43J Katie Werner; 24-44J Elin Thomas; 24-45J Linda Clark; 24-46J Walt Meier; 24-47J Sharon Tooley; 24-48J Glenn Jensen; 24-49J Fred Miyahara; 24-50J Mark Edgar; 24-51J Lena Shiroma; 24-52J Stewart Walton
 - o **Sponsorship Agreements** 75-98
SPO-24-005 Entravision San Diego Communications; ~~SPO-24-019 California Lottery~~; SPO-24-024 Cutco Cutlery; SPO-24-035 iHeart Media for Clean CA; SPO-24-067 Casual Fridays for IHES; SPO-24-082 California Deluxe Windows; SPO-24-083 Goettl AC & Plumbing
 - o **Event Agreements** 70
24-459 Jewish National Fund; 25-460 Koi Club of San Diego

6. **GENERAL BUSINESS**

- A. **Affordable Housing Committee Report** – Kathlyn Mead, Chair (Informational) 99-111
 - City of Del Mar presentation on the 6th Cycle Housing Element
- B. **Audit & Governance Committee Report** – Sam Nejabat, Chair (Action) 112-115
 - 1. Consideration and vote to amend Policy 3.01, Board Composition and Officers, to authorize the Board Officers to conduct bank transactions, including check signing authority, on behalf of the District
- C. **Community & Government Relations Committee Report** – Don Mosier, Chair (Informational) Verbal

- | | | |
|-----|--|--|
| D. | Fair Operations Committee Report – Frederick Schenk, Chair | 116-117 |
| | <ul style="list-style-type: none"> • Community Banner Program Presentation (Informational) 1. Consideration and vote to approve 2025 and 2026 San Diego County Fair dates and themes (Action) | |
| E. | Finance Committee Report – Michael Gelfand, Chair | 118-136 |
| | <ol style="list-style-type: none"> 1. Consideration and vote to delegate authority to Vice President Gelfand, to consult with staff to review, select, and procure insurance policies for 2024-25 and to report back on those selections to the full board at the May meeting (Action) 2. Consideration and vote on rental rates for Del Mar Premier Events Private Event Sales Program (Action) 3. Consideration and vote to approve Hacienda Room Renovation project (Action) 4. Consideration and vote on 2024 Operating Budget adjustment to authorize additional civil service position openings (Action) | 137-140
141-143
144-145
146-148 |
| F. | Strategic Planning Committee Report – Michael Gelfand, Chair (Informational) | Verbal |
| G. | Sustainability Committee Report – Don Mosier, Chair (Informational) | Verbal |
| H. | State Race Track Leasing Commission and Del Mar Race Track Authority Meetings Report – Mark Arabo, RTA President (Informational) | 149-151 |
| I. | Comprehensive Policies Development & Review | 152-169 |
| | <ul style="list-style-type: none"> • Receive feedback on draft policies presented previously | |
| J. | Consideration and vote to appoint a Member Entity Representative and an Alternate to the California Fairs Financing Authority dba California Construction Authority Board of Directors per Section 8 (a) and (b) of the Joint Exercise of Powers Agreement (Action) | 170-172 |
| 7. | <u>MATTERS OF INFORMATION</u> | |
| | <ul style="list-style-type: none"> • Correspondence | 173-183 |
| 8. | <u>CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)</u> | |
| | 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. | |
| | E. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Flores v. 22nd District Agricultural Association, et al., Case No. 37-2023-000030940. | |
| | F. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. City of Solana Beach v. 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 37-2024-00011380. | |
| 9. | <u>RECONVENE TO OPEN SESSION</u> | |
| | Report on actions, if any, taken by the Board in closed executive session. | |
| 10. | <u>ADJOURNMENT</u> | |



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
March 12, 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 (via Zoom)

DIRECTORS PRESENT

Mark Arabo
Lisa Barkett
Phil Blair
Kathlyn Mead
Don Mosier
Sam Nejabat

OTHERS PRESENT

Joshua 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, introduced newly appointed Director Phil Blair, and announced a change in the order of items for the meeting, moving the Closed Executive Session up to follow Consent Calendar.

ROLL CALL

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were present.

CONSENT CALENDAR

PUBLIC COMMENT ON CONSENT CALENDAR (see pages 6-9 of transcript)
Lori Saldaña, Jack Duckworth

Vice President Gelfand moved to approve the Consent Calendar. Director Mosier seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor and the motion carried 9-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 12-19 of transcript)
Martha Sullivan, Lori Saldaña, Carla Hayes, Laura DeMarco, Anne Rizzo-Clark

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 1:55 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 3:30 p.m. President Schenk stated that there was nothing to report from the Closed Executive Session.

EXECUTIVE REPORT

Operational Announcements

CEO Moore introduced Mike Bradley, who presented results of the International Association of Fairs and Expositions' Ag on a Grand Scale survey about food production and the agriculture industry, and explained how the findings can be used to engage the community and educate guests at the San Diego County Fair.

Dale Harvey, of HITS Del Mar, previewed the upcoming 75th Annual Del Mar National Horse Show, with events scheduled in April and May at Horsepark.

Supervising Environmental Planner Dustin Fuller gave a presentation on the District's environmental stewardship efforts, which include monitoring least tern nesting sites, restoring wetlands, planting trees, and studying the impacts of traffic and parking. The District also monitors outside projects that affect the Fairgrounds.

CEO Moore reported that the City of Del Mar approved the exclusive negotiating rights agreement with the District regarding the City's request to build 61 affordable housing units on the Fairgrounds. District staff is working to execute the agreement.

Chief Communications Officer Tristan Hallman announced plans to host nine Summer Social events during the 2024 San Diego County Fair, partnering with local organizations and community members to showcase the District's mission and strategic initiatives.

CEO Moore previewed the Del Mar Race Track Authority and State Race Track Leasing Commission meeting set for March 20 and announced that Director Arabo had been appointed to the Commission.

Construction Projects & Facilities Updates

Chief Administrative Officer Melinda Carmichael reviewed upgrades to the Surf and Turf RV Park, repairs at The Sound concert venue, and upcoming asphalt repairs at the Fairgrounds. The District is reviewing the first draft renderings of plans to convert portions of the Surfside building into office space for staff.

Industry News & Updates

CEO Moore gave an update on the California Construction Authority (CCA) Joint Powers Agreement. The Board will vote on and appoint the District's representative to serve on the CCA Board at the April Board meeting.

CEO Moore reminded the Board that Senate Bill 544 is in effect as of January 1, 2024, requiring a quorum of Board members to be physically present at the meeting location. In the absence of a physical quorum, a meeting can only proceed as if it were a committee meeting, meaning the Board would not be permitted to take any action.

Review of Contracts Executed per Delegation of Authority

CEO Moore reviewed the contracts executed per delegated authority. Contracts are listed on pages 10-29 of the Board packet.

PUBLIC COMMENT ON EXECUTIVE REPORT (see pages 87-89 of transcript)

Lori Saldaña

GENERAL BUSINESS

Item 6-A: Consideration and vote on Meeting Minutes of January 9, 2024

District Counsel Josh Caplan reported that based on his observations during the January 9, 2024 Board meeting, he did not find that the Bagley-Keene Act was violated during that meeting, explaining certain technical limitations of, and software-specific terms used by, the Zoom virtual meeting platform. A District staff member who does not participate in Board meetings has been assigned to monitor online requests for public comment in real-time during meetings.

PUBLIC COMMENT ON ITEM 6-A (see pages 94-97 of transcript)

Martha Sullivan, Lori Saldaña

Vice President Gelfand moved to approve the meeting minutes of January 9, 2024. Director Nejabat seconded the motion. President Schenk, Vice President Gelfand, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor. Vice President Rowland was absent for the vote. Director Blair abstained. The motion carried 7-0.

Item 6-B: Comprehensive Policies Development & Review

CEO Moore introduced four new draft policies, included on pages 47-73 of the Board packet, noting that these draft policies align with state policies. Following the established process, the Board and public will have further opportunity to provide feedback before the policies are brought to the Board for action in approximately 60 days.

PUBLIC COMMENT ON ITEM 6-B (see pages 106-109 and 110-112 of transcript)
Martha Sullivan, Lori Saldaña

Item 6-C: Finance Committee Report

Vice President Gelfand reviewed the financial reports on pages 74-79 of the Board packet.

PUBLIC COMMENT ON ITEM 6-C (see pages 119-121 of transcript)
Martha Sullivan

Item 6-D: Strategic Planning Committee Report

Vice President Gelfand announced that a Strategic Planning Session has been scheduled for March 26, 2024.

MATTERS OF INFORMATION

Correspondence can be found on pages 80-93 of the Board packet.

ADJOURNMENT

There being no further business to discuss, President Schenk adjourned the meeting at 5:43 p.m.

Carlene Moore
Chief Executive Officer



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
March 26, 2024

STRATEGIC PLANNING SESSION MINUTES

OFFICERS PRESENT

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

DIRECTORS PRESENT

Mark Arabo
Lisa Barkett
Kathlyn Mead
Don Mosier
Sam Nejabat

DIRECTORS ABSENT

Phil Blair

OTHERS PRESENT

Carlene Moore, 22nd DAA Chief Executive Officer
Katie Mueller, 22nd DAA Chief Operations Officer
Tristan Hallman, 22nd DAA Chief Communications Officer
Lisa Perrine, Strategic Planning Session Facilitator

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, Mead, Mosier, and Nejabat were present. Director Blair had an excused absence.

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Carla Hayes, Laura DeMarco, Anne Rizzo-Clark, Martha Sullivan, Elvia Sedano

PUBLIC COMMENT ON STRATEGIC PLANNING SESSION

Carla Hayes, Anne Rizzo-Clark, Laura DeMarco, Martha Sullivan, Elvia Sedano

STRATEGIC PLANNING SESSION

Using Kotter’s Change Model, the discussion focused on step 1) creating a sense of urgency, step 2) forming a guiding coalition, step 5) removing barriers to change, and step 6) identifying short-term wins for both the Business Plan and Community Engagement strategic initiatives. The facilitator will work with the executive leadership team to further develop the milestones and timeline to report back to the Board.

ADJOURNMENT

There being no further business to discuss, President Schenk adjourned the meeting at 4:32 p.m.

Carlene Moore
Chief Executive Officer

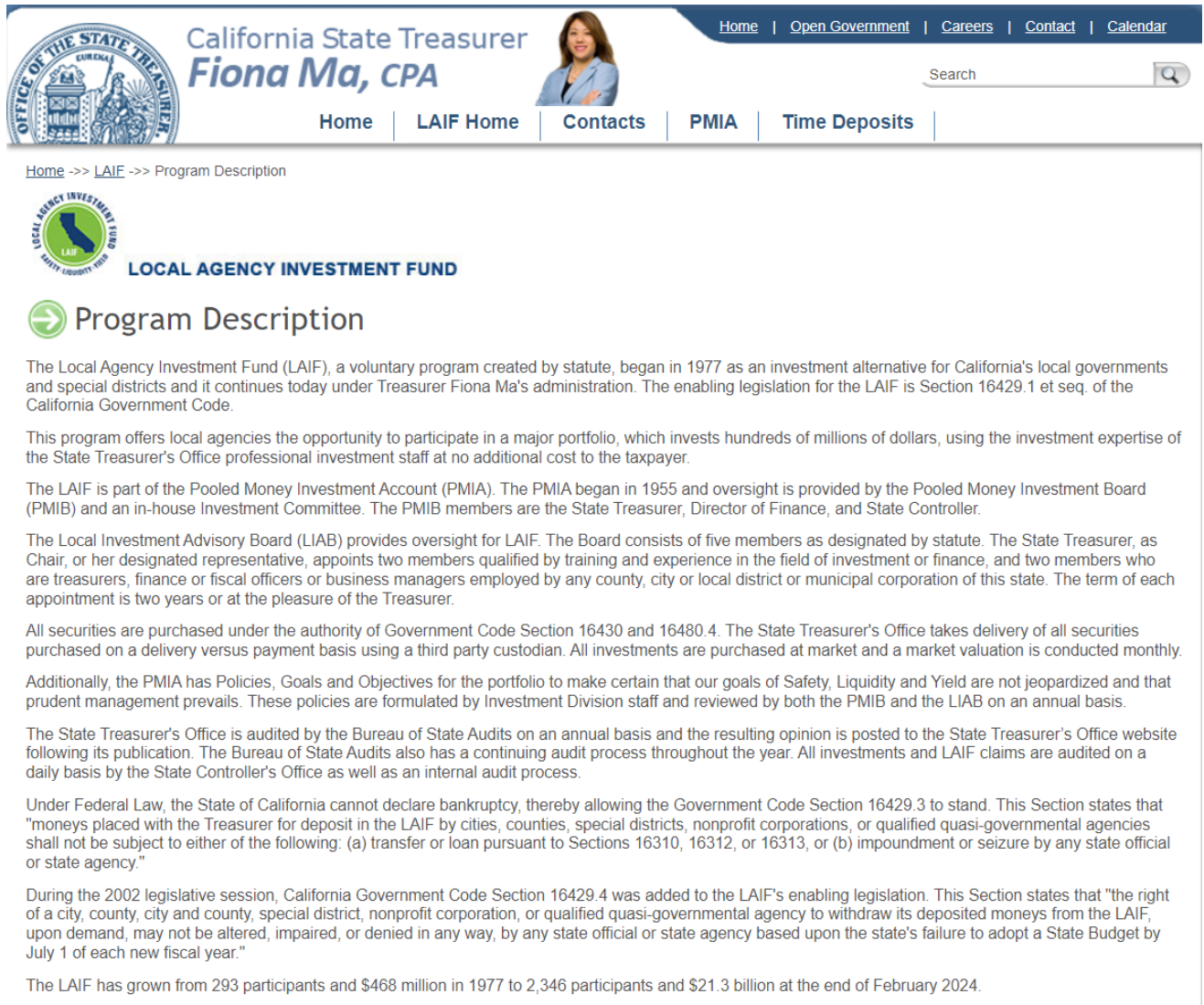
SUBJECT TO BOARD APPROVAL



Item 3, Consent Calendar – Delegation of Authority for the Local Agency Investment Fund

Background:

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute as an investment alternative for California’s local governments and special districts. More information LAIF can be found on the California State Treasurer's website.



Home -> LAIF -> Program Description

LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,346 participants and \$21.3 billion at the end of February 2024.

The 22nd District Agricultural Association participates in the LAIF.

Without a policy or resolution in place, the LAIF requires the attached Authorization for Transfer of Funds form and Resolution for Authorizing Investment of Monies in the Local Agency Investment Fund be updated whenever the authorized signatories change, such as with the election of Board officers.



**California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds**

Effective Date _____

Agency Name _____

LAIF Account # _____

Agency's LAIF Resolution # _____ or Resolution Date _____

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature

Print Name

Title

Phone Number

Signature

Print Name

Title

Phone Number

Please provide email address to receive LAIF notifications.

Name	Email

Please email the completed form for review to laif@treasurer.ca.gov and allow 2 days for a response. **DO NOT** mail the original form until you receive approval.

Mail the approved form to: CA State Treasurer's Office
Local Agency Investment
Fund P.O. Box 942809
Sacramento, CA 94209-0001

RESOLUTION NO. 2024-02

RESOLUTION OF 22nd DISTRICT AGRICULTUAL ASSOCIATION (22nd DAA)

Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014
858-755-1161

**AUTHORIZING INVESTMENT OF MONIES IN
THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the 22nd DAA Board of Directors (22nd DAA) hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the 22nd DAA;

NOW THEREFORE, BE IT RESOLVED, that the 22nd DAA Board of Directors hereby authorizes the deposit and withdrawal of 22nd DAA monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following 22nd DAA officers holding the title(s) specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Carlene F. Moore, 22nd DAA Chief Executive Officer _____

Frederick Schenk, Board President, 22nd DAA Board of Directors _____

Michael Gelfand, Vice President, 22nd DAA Board of Directors _____

G. Joyce Rowland, Vice President, 22nd DAA Board of Directors _____

Michael Sadegh, 22nd DAA Director of Finance _____

Section 2. This resolution shall remain in full force and effect until rescinded by the 22nd DAA Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the 22ND DAA Board of Directors of City of Del Mar, County of San Diego of State of California on April 9, 2020.

ATTEST:

Carlene F. Moore, Board Secretary

ITEM 3 - CONSENT CALENDAR
April 2024

CONTRACT AWARDS AND APPROVALS

Expense Contracts

Standard Agreements to Award from Competitive Solicitation						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
24-006	Landcare Logic	Garden Block Project & Additional Labor	IFB	Fair	4/15/2024 - 7/31/2024	\$61,600.00

Standard Agreements Exercising Option Years						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
22-020 AM2	Hands On Labor	Stage crew labor	IFB	Fair	6/6/2022 - 7/7/2025	\$29,863.20 AM2 (Total contract value = \$116,860.80)
22-021 AM2	Stage-Tech	LED walls	IFB	Fair	6/1/2022 - 7/31/2025	\$175,760 AM2 (Total contract value = \$682,760)
22-022 AM2	The 9th Shield, Inc.	Security guard services ATV & K9	IFB	Fair	6/1/2022 - 7/31/2025	\$120,340 AM2 (Total contract value = \$417,510)
22-027 AM3	SD Luxury Limos	Offsite transportation/shuttle services	IFB	Fair	5/1/2022 - 7/31/2025	\$1,186,071.07 AM3 (Total contract value = \$4,574,294.06)
22-031 AM2	Williams Scotsman	Office trailer rentals	IFB	Fair	5/23/2022 - 7/23/2025	\$105,889.17 AM2 (Total contract value = \$356,548.55)
22-032 AM2	Velasea	Touchless weapon detection	IFB	Fair	6/5/2022 - 7/5/2025	\$200,874.90 AM2 (Total contract value = \$893,675.28)
23-024 AM1	Rolling Stages	Grandstand production	RFP	Fair	5/1/2023 - 4/30/2026	\$309,139.07 AM1 (Total contract value = \$456,989.07)
23-041 AM2	Audio Design Rentals	Grandstand production	RFP	Fair	5/1/2023 - 4/30/2026	\$715,524.00 AM2 (Total contract value = \$1,073,286.00)
23-042 AM1	Stage-Tech	Grandstand production	RFP	Fair	5/1/2023 - 4/30/2026	\$963,148.38 AM1 (Total contract value = \$1,417,094.83)

Standard Agreements Exempt from Competitive Solicitation						
Contract #	Contractor	Purpose	Categorical Exemption / Exception	Effort Type	Term	Not to Exceed
22-028 AM3	San Elijo Joint Powers Authority	Technical operations and maintenance of storm water treatment building	Interagency	Year-round	5/01/2022 - 6/30/2027	\$630,000 AM3 (Total contract value = \$971,953)
23-034 AM1	Siegan Design	Add money for additional fair street banner printing	IFB amendment	Fair	4/12/2023 - 10/11/2024	\$10,000 AM1 (Total contract value = \$71,827.10)
23-036 AM1	SD Street Banners	Add money for additional fair street banner installations	IFB amendment	Fair	5/1/2023 - 10/31/2024	\$10,000 AM1 (Total contract value = \$40,111.25)
24-014	Kiosk Prepaid	Reverse ATM machines and service	Revenue Generating Event	Fair	5/1/2024 - 7/31/2025	\$0
24-017	Loma Media	TV & radio post production	Marketing and Media	Fair	4/10/2024 - 7/15/2024	\$83,727.00

Sole Source Standard Agreements						
Contract #	Contractor	Purpose	Sole Source Justification	Effort Type	Term	Not to Exceed
24-016	Stage-Tech	Video Production Crew at Grandstand	Absolute Compatibility	Fair	6/1/2024 - 7/31/2025	\$100,000.00

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

Sponsorship Agreements					
Contract #	Sponsor	Purpose	Effort Type	Term	Amount
SPO-24-004	Sharp Business Systems	Provide sponsorship for both the Fair and DMTC	Fair/DMTC	4/1/24 - 3/31/29	\$234,400 cash and a cost to the District NTE \$190,000
SPO-24-084	Soapy Joe's	Car wash giveaway to all guests parking on-site	Fair	6/12/24-7/10/26	\$77,500.00

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-006

GL ACCOUNT NUMBER (If Applicable)

600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Shoreline Land Care, Inc. dba Landcare Logic

2. The term of this Agreement is:

START DATE

April 15, 2024

THROUGH END DATE

July 31, 2024

3. The maximum amount of this Agreement is:

\$61,600.00

Sixty One Thousand Six Hundred Dollars and Zero Cents.

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

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

Shoreline Land Care, Inc. dba Landcare Logic

CONTRACTOR BUSINESS ADDRESS

4925 Market Street

CITY

San Diego

STATE

CA

ZIP

92102

PRINTED NAME OF PERSON SIGNING

Tony R. Angelo

TITLE

Executive Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. Landcare Logic, hereinafter referred to as Contractor agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

Contractor shall provide labor to set-up and remove temporary block garden displays for the 2024 San Diego County Fair (SDCF) as well as provide labor for other small projects on an as-needed basis.
- C. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.
- D. The project representatives during the term of this agreement will be:

22 nd District Agricultural Association	Contractor: Landcare Logic
Name: Mike Hogan	Name: Tony Angelo
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 4925 Market Street San Diego, CA 92102
Phone: 858-399-0247	Phone: 858-560-8555
e-mail: mhogan@sdfair.com	e-mail: tony.angelo@landcarelogic.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. General Description

- 1. Contractor shall furnish all necessary labor and tools to assemble the outside boarder of up to eighteen (18) block garden displays, with District-owned block, between April 15 and May 3, 2024. All work must be completed no later than May 3, 2024, at noon.
- 2. All blocks shall be stacked to create a planter, as directed by the District, in a manner where no mortar is required.
- 3. Contractor must provide at least ten (10) to fifteen (15) laborers for the block garden project who have the ability to:
 - a. Lift a minimum of forty (40) pounds.
 - b. Bend freely and have dexterity in both hands.
 - c. Work outside for extended periods while exposed to weather elements.

EXHIBIT A SCOPE OF WORK

4. District is responsible for adding dirt to each planter. Upon addition of the dirt, Contractor shall spread the dirt evenly throughout the planter, creating a smooth, even surface on top.
5. Contractor shall furnish all necessary labor and tools to take down the temporary block garden displays and neatly stack blocks on pallets for storage. Work shall take place between July 10, 2024, and July 12, 2024. All work must be completed no later than July 12, 2024, at 5:00 p.m.
6. Contractor shall have at minimum one (1) representative onsite as the point person who can understand and speak basic English to be the liaison between staff and Contractor's laborers.
7. Although not guaranteed, the District may call upon the Contractor to provide an estimated total of 700 hours of labor for additional small projects on an as-needed basis until July 31, 2024. Number of hours are an estimation only and not a guarantee of work. These projects may require lifting over forty (40) pounds and may include, but not be limited to the following:
 - a. Heavy Display Cabinets – Unload from storage container and set-up in location designated by District. Display cases may require light assembly/disassembly. Remove and place in storage container upon completion of the SDCF.
 - i. Display cases may be set on risers, sawhorses, coffin boxes or similar supports, and will not necessarily be flush with the floor.
 - b. Assist District staff with loading storage containers upon completion of the SDCF.
 - c. Assist District staff with the set-up of exhibits as well as dismantling exhibits upon completion of the SDCF.

B. Garden Sizes

The number and size of each garden will be determined by the District, prior to Contractor beginning work. Garden displays may be any or all of the following sizes:

- 15-feet x 20-feet
- 15-feet x 50-feet
- 20-feet x 25-feet
- 25-feet x 40-feet

C. Block Dimensions

District-owned blocks vary in size with some being smaller than those listed below. The sizes in the following list represent the largest sized blocks:

- 11-inches x 6-inches x 6-inches
- 12-inches x 10-inches x 6-inches
- 14-inches x 10-inches x 6-inches
- 16-inches x 11-inches x 6-inches

Refer to Exhibit A, Attachment I, Sample Photos, for examples of past displays, which are included as a reference only and do not necessarily represent the 2024 set-up.

**EXHIBIT A
SCOPE OF WORK**

D. Requirements

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

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-020

AMENDMENT NUMBER

2

Purchasing Authority Number

GL# 600100-40

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Hands On Labor, Inc.

2. The term of this Agreement is:

START DATE

June 6, 2022

THROUGH END DATE

July 7, 2025

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

\$116,860.80

One Hundred Sixteen Thousand Eight Hundred Sixty Dollars and Eighty Cents

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

The purpose of this Amendment is to exercise the second one-year option, extending the contract term by one year and increasing the dollar amount by \$29,863.20. The maximum amount of this Agreement is hereby increased from \$86,997.60 to \$116,860.80. The Through End Date is hereby amended from July 7, 2024 to July 7, 2025.

Amendment Effective Date: July 7, 2024

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

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

Hands On Labor, Inc

CONTRACTOR BUSINESS ADDRESS

1244 Knoxville Street

CITY

San Diego

STATE

CA

ZIP

92110

PRINTED NAME OF PERSON SIGNING

Paul Yahnke

TITLE

Director of Labor Sales and Business Development

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-021

AMENDMENT NUMBER

2

Purchasing Authority Number

GL #: 550100-40

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Stage-Tech

2. The term of this Agreement is:

START DATE

June 1, 2022

THROUGH END DATE

July 31, 2025

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

\$682,760.00

Six Hundred Eighty Two Thousand Seven Hundred Sixty Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the second option year, extending the term end date by one year and increasing the contract dollar amount by \$175,760.00. The maximum amount of this Agreement is hereby increased from \$507,000.00 to \$682,760.00. The Through End Date is hereby amended from July 31, 2024 to July 31, 2025.

Amendment Effective Date: July 31, 2024

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

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

Stage-Tech

CONTRACTOR BUSINESS ADDRESS

14523 Marquardt Avenue

CITY

Santa Fe Springs

STATE

CA

ZIP

90670

PRINTED NAME OF PERSON SIGNING

Charley Guest

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-022

AMENDMENT NUMBER

2

Purchasing Authority Number

GL #: 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

The 9th Shield Incorporated

2. The term of this Agreement is:

START DATE

June 1, 2022

THROUGH END DATE

July 31, 2025

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

\$417,510.00

Four Hundred Seventeen Thousand Five Hundred Ten Dollars and Zero Cents.

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

The purpose of this Amendment is to add funding to cover anticipated increased usage over the original estimates and to exercise the second one-year option, extending the contract term by one year and increasing the dollar amount by \$120,340.00.

\$45,940.00 is hereby added to the Option Year Two amount of \$74,400, bringing the new amount for Option Year Two to \$120,340.00.

The maximum amount of this Agreement is hereby increased from \$297,170.00 to \$417,510.00 The Through End Date is hereby amended from July 31, 2024 to July 31, 2025.

Amendment Effective Date: July 31, 2024.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

The 9th Shield Incorporated

CONTRACTOR BUSINESS ADDRESS

27851 Bradley Road, Suite 120

CITY

Menifee

STATE

CA

ZIP

92586

PRINTED NAME OF PERSON SIGNING

Justin Metoyer

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-027

AMENDMENT NUMBER

3

Purchasing Authority Number

GL #: 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Rafo Investment, Inc. dba SD Luxury Limos

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

July 31, 2025

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

\$4,574,294.06

Four Million Five Hundred Seventy Four Thousand Two Hundred Ninety Four Dollars and Six Cents.

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

The purpose of this Amendment is to add funding to cover anticipated increased usage over the original estimates, fuel costs, and to exercise the second one-year option; extending the contract term by one year and increasing the dollar amount by \$1,186,071.07 (Original Option Year Total + Increase to Option Year)

\$376,871.07 is hereby added to Option Year Two amount of \$809,200.00, bringing the new total amount for Option Year Two to \$1,186,071.07.

The maximum amount of the Agreement is hereby increased from \$3,388,222.99 to \$4,574,294.06. The Through End Date is hereby amended from July 31, 2024 to July 31, 2025.

Amendment Effective Date: July 31, 2024.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

Rafo Investment, Inc. dba SD Luxury Limos

CONTRACTOR BUSINESS ADDRESS

1136 Greenfield Drive

CITY

El Cajon

STATE

CA

ZIP

92021

PRINTED NAME OF PERSON SIGNING

Dani Rafo

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-031

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#: 550100-40

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Williams Scotsman, Inc.

2. The term of this Agreement is:

START DATE

May 23, 2022

THROUGH END DATE

July 23, 2025

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

\$356,548.55

Three Hundred Fifty Six Thousand Five Hundred Forty Eight Dollars and Fifty Five Cents.

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

The purpose of this Amendment is to exercise the second one-year option, extending the contract term by one year and increasing the dollar amount by \$105,889.17. The maximum amount of this Agreement is hereby increased from \$250,659.38 to \$356,548.55. The Through End Date is hereby amended from July 23, 2024 to July 23, 2025.

Amendment Effective Date: July 23, 2024.

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

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

Williams Scotsman, Inc.

CONTRACTOR BUSINESS ADDRESS

901 S. Bond Street, Suite 600

CITY

Baltimore

STATE

MD

ZIP

21231

PRINTED NAME OF PERSON SIGNING

Rigel Frame

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-032

AMENDMENT NUMBER

2

Purchasing Authority Number

GL# 550100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Velasea, LLC

2. The term of this Agreement is:

START DATE

June 5, 2022

THROUGH END DATE

July 5, 2025

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

\$893,675.28

Eight Hundred Ninety Three Thousand Six Hundred Seventy Five Dollars and Twenty Eight Cents

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

The purpose of this Amendment is to exercise the second one-year option, extending the contract term by one year and increasing the dollar amount by \$200,874.90. The maximum amount of this Agreement is hereby increased from \$692,800.38 to \$893,675.28. The Through End Date is hereby amended from July 5, 2024 to July 5, 2025.

Amendment Effective Date: July 5, 2024

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

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

Velasea, LLC

CONTRACTOR BUSINESS ADDRESS

2 Astor

CITY

Irvine

STATE

CA

ZIP

92618

PRINTED NAME OF PERSON SIGNING

Doug Kari

TITLE

Chief Legal & Compliance Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-024

AMENDMENT NUMBER

1

Purchasing Authority Number

GL#:550100,600100

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Rolling Stages, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2026

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

\$456,989.07

Four Hundred Fifty Six Thousand Nine Hundred Eighty Nine Dollars and Seven Cents

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

The purpose of this Amendment is to exercise the first two-year option, extending the contract term by two (2) years and increasing the dollar amount by \$309,139.07. The maximum amount of this Agreement is hereby increased from \$147,850.00 to \$456,989.07. The Through End Date is hereby amended from April 30, 2024 to April 30, 2026.

Amendment Effective Date: April 30, 2024

*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.)

Rolling Stages, Inc.

CONTRACTOR BUSINESS ADDRESS

2488 Maggio Circle

CITY

Lodi

STATE

CA

ZIP

95240

PRINTED NAME OF PERSON SIGNING

Ryan Kern

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-041

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#550100, 600100

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Audio Design Rentals, Inc

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2026

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

\$1,073,286.00

One Million Seventy Three Thousand Two Hundred Eighty Six Dollars and Zero Cents.

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

The purpose of this Amendment is to add funding to cover additional equipment and to exercise the first two-year option, extending the contract term by two (2) years, and increasing the dollar amount by \$715,524.00. The maximum amount of this Agreement is hereby amended from \$357,762.00 to \$1,073,286.00. The Through End Date is hereby amended from April 30, 2024 to April 30, 2026.

Amendment Effective Date: April 30, 2024

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

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

Audio Design Rentals, Inc

CONTRACTOR BUSINESS ADDRESS

1555 Fayette St.

CITY

El Cajon

STATE

CA

ZIP

92020

PRINTED NAME OF PERSON SIGNING

Lawrence Ashburn

TITLE

Chief Financial Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-042

AMENDMENT NUMBER

1

Purchasing Authority Number

GL#:550100,600100

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Stage-Tech, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2026

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

\$1,417,094.83

One Million Four Hundred Seventeen Thousand Ninety Four Dollars and Eighty Three Cents

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

The purpose of this Amendment is to exercise the first two-year option, extending the contract term by two (2) years and increasing the dollar amount by \$963,148.38. The maximum amount of this Agreement is hereby amended from \$453,946.45 to \$1,417,094.83. The Through End Date is hereby amended from April 30, 2024 to April 30, 2026.

Amendment Effective Date: April 30, 2024

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

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

Stage-Tech, Inc

CONTRACTOR BUSINESS ADDRESS

14523 Marquardt Ave

CITY

Sante Fe Springs

STATE

CA

ZIP

90670

PRINTED NAME OF PERSON SIGNING

Charley Guest

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES

AGREEMENT NUMBER

22-028

AMENDMENT NUMBER

3

Purchasing Authority Number

GL #: 600100-00

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

San Elijo Joint Powers Authority

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

June 30, 2027

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

\$971,953.00

Nine Hundred Seventy One Thousand Nine Hundred Fifty Three Dollars and Zero Cents.

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

The purpose of this Amendment is to extend the contract term by 38 months and to increase the dollar amount by \$630,000.00 in order to cover the extended term. The maximum amount of this Agreement is hereby increased from \$341,953.00 to \$971,953.00. The Through End Date is hereby amended from April 30, 2024 to June 30, 2027.

Exhibit C has been revised and replaced in its entirety.

Amendment Effective Date: April 30, 2024.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

San Elijo Joint Powers Authority

CONTRACTOR BUSINESS ADDRESS

2695 Manchester Avenue

CITY

Cardiff by the Sea

STATE

CA

ZIP

92007

PRINTED NAME OF PERSON SIGNING

Michael Thornton

TITLE

P.E., General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-034

AMENDMENT NUMBER

1

Purchasing Authority Number

N/A

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Siegan Digital Imaging dba Siegan Design

2. The term of this Agreement is:

START DATE

April 12, 2023

THROUGH END DATE

October 11, 2024

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

\$71,827.10

Seventy One Thousand Eight Hundred Twenty Seven Dollars and Ten Cents

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

The purpose of this Amendment is to increase funding by \$10,000.00 to accommodate additional banners needed for increased community participation in District's annual Street Banner Program. The maximum amount of this Agreement is hereby amended from \$61,827.10 to \$71,827.10.

Amendment effective date: April 10, 2024

*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.)

Siegan Digital Imaging dba Siegan Design

CONTRACTOR BUSINESS ADDRESS

868 16 Street

CITY

San Diego

STATE

CA

ZIP

92101

PRINTED NAME OF PERSON SIGNING

Craig Siegan

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-036

AMENDMENT NUMBER

1

Purchasing Authority Number

GL#: 600100-30

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

SD Street Banners LLC

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

October 31, 2024

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

\$40,111.25

Forty Thousand One Hundred Eleven Dollars and Twenty Five Cents

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

The purpose of this Amendment is to increase funding by \$10,000.00 to cover additional service for new communities participating in the District's annual Street Banner Program. The maximum amount of this Agreement is hereby amended from \$30,111.25 to \$40,111.25.

Amendment Effective Date: April 10, 2024.

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

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

SD Street Banners LLC

CONTRACTOR BUSINESS ADDRESS

1555 Fayette St.

CITY

El Cajon

STATE

CA

ZIP

92020

PRINTED NAME OF PERSON SIGNING

Lawrence Ashburn

TITLE

Chief Financial Official

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-014

GL ACCOUNT NUMBER (If Applicable)

N/A

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

JJLR LLC dba Kiosk Prepaid

2. The term of this Agreement is:

START DATE

May 1, 2024

THROUGH END DATE

July 31, 2025

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 C, Attachment I	Insurance Requirements	4
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.)

JJLR LLC dba Kiosk Prepaid

CONTRACTOR BUSINESS ADDRESS

5045 S. Rogers St. Space 9

CITY

Las Vegas

STATE

NV

ZIP

89118

PRINTED NAME OF PERSON SIGNING

Robert Frimet

TITLE

CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A SCOPE OF WORK

1. WORK TO BE PERFORMED

- A. JJLR LLC dba Kiosk Prepaid, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. Contractor agrees to provide a total of fourteen (14) Reverse ATM Machines for use throughout the Del Mar Fairgrounds during the San Diego County Fair (SDCF) in locations mutually agreed upon between the Contractor and the District. Contractor shall ensure that at least 4 Reverse ATMs are located outside the fairground gates in locations mutually agreed upon. There will be no cash-dispensing ATMs located outside of the gates to the SDCF.
- C. Reverse ATMs must be stand-alone (no countertop machines), must be in new or like-new condition - no scratches, dings, or dents. Reverse ATMs must also have clear instructions for the consumer's use.
- D. All Reverse ATMs shall work on wireless cellular network with redundancy, provided by the Contractor. If hardwiring is required, the Contractor will be responsible for paying a \$300 fee to the District for each machine that has to be hardwired by District staff.
- E. Contractor shall ensure that all Reverse ATM Machine installations are complete, fully tested, and functional no later than June 10, 2024. Following the conclusion of SDCF, the Contractor shall remove all the Reverse ATM Machines within a period of three (3) days.
- F. Contractor shall be responsible for monitoring the Reverse ATMs for cash pickup and deposit and keeping them stocked with Mastercard/Visa Cards that can be loaded with up to \$500 at a time.
- G. Contractor shall provide weekly reports throughout the duration of the Fair that detail all Reverse ATM transactions.
- H. Contractor shall have staff on standby to service its Reverse ATMs as needed every day during the operational hours of the SDCF, from June 12 to July 7, 2024 (closed Mondays and Tuesdays). Generally service hours will be from 11 a.m. to 11 p.m. Sundays through Thursdays, and from 11 a.m. to midnight Fridays and Saturdays. The Contractor shall promptly respond to all reported service requests within fifteen (15) minutes of notification by the District. The District may notify the Contractor upon closure of SDCF operations for each day.
- I. Contractor shall provide the District with photographs of all Reverse ATMs upon completion of set up and installation throughout the fairgrounds.
- J. The Contractor will charge a \$3.00 transaction fee per card to the consumer for the usage of the Reverse ATM transaction.
- K. The initial contract term is set for 15 months from May 1, 2024 to July 31, 2025, with an optional one-year extension.

**EXHIBIT A
SCOPE OF WORK**

- L. There are no direct costs to the District for the services provided by the Contractor.
- M. The District may display graphical information based messages related to the business of the SDCF on the Kiosks' Displays (Reverse ATM Machines). The District will provide the graphics and the message.
- N. The District will provide the Contractor with a two-way communication radio, a desk, and a chair for the duration of the Fair.
- O. The Contractor and the District may enter into an optional sponsorship agreement with terms acceptable to both parties.
- P. The SDCF dates are subject to change annually, which may affect the required dates for the future operation of the Reverse ATM Machines.
- Q. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Kiosk Prepaid
Name: Michael Sadegh, Director of Finance	Name: Robert Frimet, Managing Member
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 5045 S. Rogers St. Space 9, Las Vegas, NV 89118
Phone: 858-792-4201	Phone: 702-596-8370
e-mail: msadegh@sdfair.com	e-mail: bob@kioskprepaid.com

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-017

GL ACCOUNT NUMBER (If Applicable)

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

Loma Media, Inc. dba Loma Media Partners

2. The term of this Agreement is:

START DATE

April 10, 2024

THROUGH END DATE

July 15, 2024

3. The maximum amount of this Agreement is:

\$83,727.00

Eighty Three Thousand Seven Hundred Twenty Seven 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.)

Loma Media, Inc. dba Loma Media Partners

CONTRACTOR BUSINESS ADDRESS

401 W. A Street, #200

CITY

San Diego

STATE

CA

ZIP

92101

PRINTED NAME OF PERSON SIGNING

John Debello

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

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

In coordination with District's Marketing Director, Contractor will produce advertisements that are key to marketing campaigns for the San Diego County Fair to various demographics. Services include, but are not limited to, completion of the production of various television, radio, and multimedia advertisements for the 2024 San Diego County Fair in both English and Spanish.

- B. The services shall be performed primarily at the Contractors' place of business, however Contractor may be required to attend meetings at the Del Mar Fairgrounds, 2260 Jimmy Durante Boulevard, Del Mar, CA, 92014.
- C. The services shall be provided beginning April 10, 2024, and as needed through the 2024 San Diego County Fair, which runs from June 12 – July 7, 2024.
- D. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Loma Media
Names: Jennifer Hellman, Marketing Director	Name: John DeBello, President
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 401 W. A Street, Suite 200, San Diego, CA 92101
Phone: 858-792-4262	Phone: 619.215.5662
e-mail: jhellman@sdfair.com	e-mail: jdebello@lomamedia.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

Task 1 – Project Management and Administration

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

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

EXHIBIT A SCOPE OF WORK

- 2.2 Contractor shall ensure that the Agreement requirements are met through completion of weekly progress reports submitted to the District, and through regular communication with the District. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement.
- 2.3 Incorporating footage and work previously recorded and completed in 2023 by Contractor, as well as the San Diego County Fair's theme "Let's Go Retro," contractor shall be responsible for providing post-production of television and radio commercials, including, but not limited to, the following:
 - Post-production of District-requested 30-second and 15-second advertisements for use on radio and streaming platforms, in English and Spanish, for the 2024 San Diego County Fair.
 - Providing necessary script copy, voiceover talent, media management, audio mixing, HD graphic motion rendering, editorial support, and other necessary functions necessary to produce deliverables.
 - Updating spots as required during the campaign, should there be a change in sponsor or promotional details.
 - Providing a hard drive with all deliverables upon completion of advertisements.

B. Deliverables

1. Not later than April 19, 2024, the Contractor shall provide written scripts for all television and radio spots to the District for review and approval.
2. Not later than April 19, 2024, the Contractor shall provide voiceover talent casting audio samples for review and approval.
3. Not later than May 1, 2024, the Contractor shall provide rough cuts of all deliverables for review and approval.
4. Not later than May 8, 2024, the Contractor shall provide final deliverables for all spots through digital transfer service. Contractor may also be required to deliver spots electronically to TBD television, radio and online media partners per station-provided traffic instructions.
5. Not later than **30 days from the completion of the campaign**, the Contractor shall submit to the District a detailed invoice itemizing services and products provided, hours and hourly rates, and total due.
6. Deliverables shall not be considered final until accepted and approved by the District.

3. DISTRICT RESPONSIBILITIES

- A. To ensure execution of the items detailed in Section 2, District shall be responsible for the following:

EXHIBIT A
SCOPE OF WORK

- Providing any feedback, direction, and edits to Contractor in a timely manner.
- Providing an overview of the 2024 San Diego County Fair theme, dates, entertainment, promotions, and activities for use in advertisements.
- Providing any graphics necessary for use in television advertisements.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-016

GL ACCOUNT NUMBER (If Applicable)

GL# 600100-40

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Stage-Tech Inc.

2. The term of this Agreement is:

START DATE

June 1, 2024

THROUGH END DATE

July 31, 2025

3. The maximum amount of this Agreement is:

\$100,000.00

One Hundred Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	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.)

Stage-Tech Inc.

CONTRACTOR BUSINESS ADDRESS

14523 Marquardt Avenue

CITY

Santa Fe Springs

STATE

CA

ZIP

90670

PRINTED NAME OF PERSON SIGNING

Charley Guest

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

A. SERVICES OVERVIEW

1. Stage-Tech, hereinafter referred as “Contractor”, agrees to provide to the 22nd District Agricultural Association (“District”) / Del Mar Fairgrounds the Video production services to operate LED boards on the Grandstand Stage.
2. The services shall be performed at the Del Mar Fairgrounds located at 2260 Jimmy Durante Blvd, Del Mar, CA 92014. The term of service encompasses the 2024 and 2025 Fair seasons, commencing five (5) days prior to each Fair's start date for set up, and ending one (1) day after the closing of each Fair for take down. This period specifies that work extending past 8 hours a day into the evening and work during weekends will not incur overtime charges or extra payment.
3. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Stage-Tech
Name: Henry Rivera, Production & Entertainment Services Director	Name: Robert Lance, Senior Account Manager
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 14523 Marquardt Avenue Santa Fe Springs, CA 90670
Phone: 858-792-4281	Phone: 562-407-1133
e-mail: hrivera@sdfair.com	e-mail: robertlance@stage-tech.com

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

B. WORK TO BE PERFORMED

1. Contractor shall provide professional video services to operate and produce seamless video content on the video boards at the Grandstand Stage in the following locations.
 - a. Location 1: Grandstand Stage Left and Right LED Walls
 - i. (Two) 16’ wide by 9’ tall LED Walls hanging on each wing of the grandstand stage.
 - b. Location 2: Grandstand Upstage Center LED Wall.
 - ii. 26’ wide by 14’ tall LED wall.
2. Contractor shall provide comprehensive video services to achieve flawless visual experience that enhances the event’s atmosphere. This includes managing video boards and providing all essential equipment, plus any additional gear needed for the Grandstand Stage. Equipment to operate includes but is not limited to:
 - Switching
 - Two (2) Front of House Cameras
 - One (1) PTZ or HH for onstage
 - Video playback
 - All required infrastructure

**EXHIBIT A
SCOPE OF WORK**

3. Contractor shall provide at least one (1) Technical Director who possesses the expertise to connect various sources and demonstrates a high level of professionalism and adaptability. The Technical Director must be able to identify and replace non-functioning equipment to ensure smooth operation and content alignment of video production. The role of the Technical Director includes serving as a liaison between the production staff and touring groups and ensuring clear communication and collaboration with the District's Production and Entertainment Services Director.
4. Contractor agrees to provide the above services at the rates specified in the Budget Detail and Payment Provisions (Exhibit B). The rates outline in Exhibit B shall include all wages, supervision, labor, transportation and travel expenses, fuel, equipment, insurances, taxes and fees.

#SPO-24-004

Sharp Business Systems

Exhibit A - Sponsorship Terms

2024, 2025, 2026, 2027 and 2028 San Diego County Fairs | Del Mar Thoroughbred Club Race Meets

1. This sponsorship agreement (“Agreement”) will confirm the terms and conditions to which Sharp Business Systems (“Sponsor”) has agreed in becoming a Sponsor of the 2024, 2026, 2027, 2028 and 2029 San Diego County Fairs, produced by the 22nd District Agricultural Association of the State of California (the “Fair”, “District” or “22nd DAA”), and the Del Mar Thoroughbred Race Meets produced by the Del Mar Thoroughbred Club (“DMTC”). The cost of this sponsorship is \$234,000.00 cash and a cost to the District NTE \$190,000.00.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than March 21, 2024.
3. Sponsor shall make payment of the sponsorship on the following schedule. 60 monthly payments of \$3,900 in each year of this agreement. Payments are due on the 1st of the month. A 5% late fee will be applied if payments are not received by the 10th of each month.
4. Sponsor shall not enter into any third-party promotions at the Fair without prior written authorization from 22nd DAA.
5. Without the prior written consent of the 22nd DAA, 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 “22nd DAA”) 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 22nd DAA. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the 22nd DAA with respect to the sole negligence or willful misconduct of the 22nd DAA, 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 22nd DAA or the State of California.
8. Where the terms of this Agreement or the 22nd DAA’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 the 22nd DAA’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
9. I 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. 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.
11. In the event the Sponsor breaches the terms of this agreement, the 22nd DAA and/or DMTC 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 22nd DAA may enter into agreements with other Sponsors offering the same or similar services or products during the term of this Agreement.

13. The 22nd DAA reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor.
14. If, during the performance of this agreement, a dispute arises between the Sponsor and the 22nd DAA, 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 22nd DAA. A decision by the 22nd DAA, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
15. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by District to be inappropriate or detrimental to the interests of the 22nd DAA, it is agreed that the 22nd DAA may immediately terminate this agreement.
16. It is understood and agreed that neither the 22nd DAA nor Sponsor nor DMTC 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 22nd DAA 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 22nd DAA, if Sponsor shall for any reason fail to occupy the 22nd DAA, no refund shall be made of any amounts paid by Sponsor to the District hereunder.
17. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
18. The San Diego Country Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all sponsor's employees, agents and vendors comply with this policy.
19. **Responsibilities of Sponsor:**
 - a. Supply and service the copiers and supplies for both the District and DTMC as provided for in the lease agreements for the duration of this agreement.
 - b. Provide Sharp artwork as requested by the District.

20. **Responsibilities of the District:**

A. DMTC:

- a. Provide a meeting space or skybox for a Sharp reception on a mutually determined Wednesday or Thursday during the summer meet. At this event, Sharp can display their products and invite customers. DMTC will provide up to 120 admissions for this event. Sharp is responsible for all ordered Food & Beverage.
- b. Provide three-hundred (300) clubhouse admission tickets, valid any day of racing.
- c. Provide two trackside tables for 4 people each on four separate dates. Sharp is responsible for all ordered Food and Beverage.
- d. Include Sharp as a sponsor of the race meet. Branding TBD.

B. Fair

- a. Provide one-hundred (100) Del Mar packs. Each pack is 4 admission tickets and 1 parking pass.
- b. Provide twenty five (25) single day parking passes.
- c. Provide use of a skybox for a mutually agreed upon concert for Sharp employees & Customers. Sharp would be responsible for payment for all food and beverage orders.
- d. Provide 4 tickets to 3 mutually decided upon concerts.
- e. The Sharp logo included at each of the three main entrances where all the Fair sponsors are listed.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-24-084-19
--

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

Soapy Joes

2. The term of this Agreement is: **June 12 2024 - July 2026**

3. The amount of this Sponsorship Agreement is: **\$77,500.00 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 Soapy Joes		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
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-24-084-19
Soapy Joes
Exhibit A - Sponsorship Terms
2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Soapy Joes (“Sponsor”) has agreed to become a sponsor at 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 \$77,500.00.
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 April 1, 2024.
2. Sponsor shall make payment of the sponsorship on the following schedule:
 - a. A \$20,000 payment on May 15, 2024
 - b. A \$25,000 payment on May 15, 2025.
 - c. A \$32,500 payment on May 15, 2026.
3. Sponsor will have a no fault opt out clause to be exercised no later than January 1, 2025 for remaining two years of contract.
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 the 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. 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.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
21. The San Diego County 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.
22. **Responsibilities of Sponsor:**
 - a. Provide co partnered social media campaign across all platforms that provide a giveaway of Fair concert tickets.
 - b. Provide to the District's Sponsorship 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.
 - c. Provide Sponsor's brand logo, ad creative, and public address copy to the District's Sponsorship office upon request.
 - d. Provide banners to be used by the 22nd DAA
23. **Responsibilities of the 22nd DAA:**
 - d. Print and distribute 4"x6" postcards with Soapy Joes promotional message to all car entering lots
 - e. Include Sponsor's logo and link on the Fair's website for the duration of this agreement.
 - f. Include Sponsor's logo on entrance signage where the Fair's sponsors are listed.
 - g. Display six (6) banners in Fair parking lots (3 near O'Brien entrance/1 near Durante entrance/1 at West Gate entrance/1 in Green lot)
 - h. Provide seventy-five (75) single admission Fair tickets valid any day of the Fair.
 - i. Provide seventy-five (75) single day parking passes valid any day of the Fair for social media giveaways
 - j. Provide 3rd floor concert tickets for mutually agreed upon shows
2024 shows to include:
six (6) tickets for Old Dominion
six (6) tickets for Little Big Town
eight (8) tickets for TLC
eight (8) tickets for Ludacris
eight (8) tickets for 4th of July Fireworks

2024 San Diego County Fair Carnival Contracts

Rides

48% of Gross Rent

24-M-01 6 th Generation (FZ)	Disk'o
24-M-02 Alamo Amusements (KZ)	Dive Bomber, Kiddie Swings, Kite Flyer, Monkey Maze, Winky the Whale
24-M-03 Bishop Amusements (KZ)	Balloon Ride, Little Dipper, Mini Bumper Cars, Sky Flyer
24-M-04 Bishop Amusments (FZ)	Evolution, Ice Jet, OMG, Tango
24-M-05 Caprice Enterprises (KZ)	Speedway
24-M-06 Caprice Enterprises (FZ)	Moonraker, Windsurf
24-M-07 D&K Amusements (KZ)	Pump & Jump
24-M-08 D&K Amusments (FZ)	Beach Party, Big Bamboo
24-M-09 Dakota Rides (FZ)	Searay
24-M-10 Helm & Sons (KZ)	Beach Party, Grand Carousel, Mardi Gras
24-M-11 Helm & Sons (FZ)	Insomniac, Spin Move
24-M-12 Hot Shot Thrill Rides*	Hot Shot Thrill Ride
24-M-13 Iconic Midway Rides (KZ)	Beach Shack
24-M-14 Iconic Midway Rides (FZ)	Infinity, XXL (Kraken)
24-M-15 Kastl Amusements (KZ)	Baby Venice, Bumper Boats, Convoy, Helicopter, Tea Cup
24-M-16 Kastl Amusements (FZ)	Cliff Hanger, Tornado
24-M-17 Prime Pacific (KZ)	Dragon Wagon, Lady Bugs, Lolli Swing, Puppy Express
24-M-18 RCS**	Skyride
24-M-19 RCS (KZ)	Flying Jumbo, Monster Trucks, Survivor Island
24-M-20 RCS (FZ)	Big Top Swinger, Big Wheel, Carousel, Dodgem, Endeavor, Fun Factory, Overdrive, Raptor Coaster, Rave Wave, Wild River, Zipper
24-M-21 Southern Cross (FZ)	G-Force, Joker
24-M-22 Talley Amusements (KZ)	Fun Slide, Quadzilla
24-M-23 Talley Amusements (FZ)	Alien Abduction, Defender, Down Draft, Fast Trax Slide, Juke Box Fun House, Haunted House, Skyliner, Thunderfest
24-M-24 Talley Amusements** (KZ)	33M Wheel
24-M-25 Wanderlust Amusements (KZ)	Hog Rally, Raiders
24-M-26 Wood Entertainment (FZ)	Crazy Mouse

*30% of gross rent

**25% of gross rent

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the space(s) known as «Location», located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on «Beginning_Term» and ends on «End_Term». Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to «Ride_1__Tickets», «Ride_2__Tickets» «Ride_3__Tickets» «Ride_4__Tickets» «Ride_5__Tickets» «Ride_6__Tickets» «Ride_7__Tickets» «Ride_8__Tickets» «Ride_9__Tickets» «Ride_10__Tickets» «Ride_11__Tickets» «Ride_12__Tickets» «Ride_13__Tickets»

and shall be for no other purpose whatsoever.

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

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound- producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.

18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit “buy backs” for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter’s own expense, upon expiration or earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2022 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

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

Signature

Title

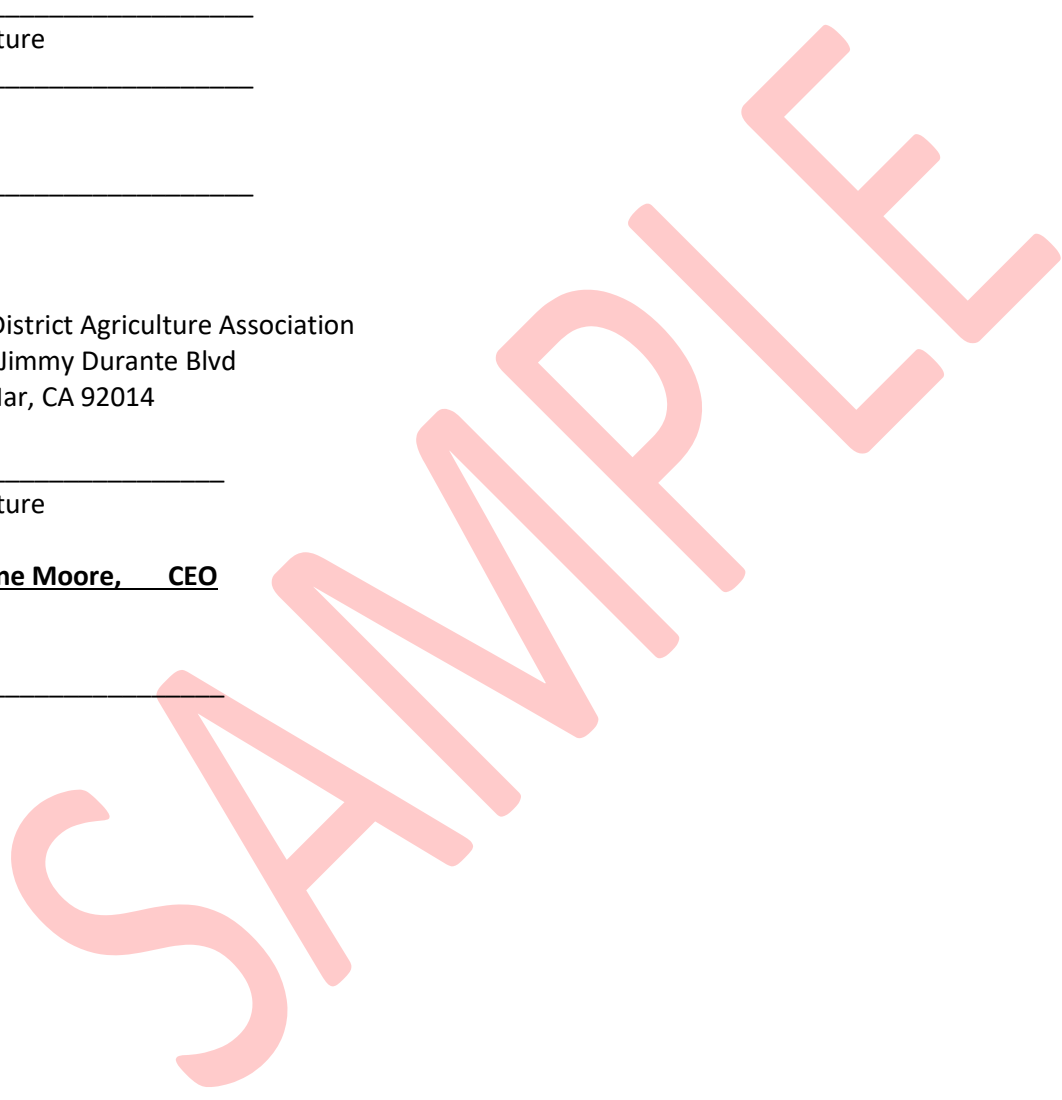
Date

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

Signature

Carlene Moore, CEO
Title

Date



Games Agreements

30% of Gross Rent

24-M-27 All State 38	Water Race, Basketball Toss, Bottle Up, Buoy Toss, Ring Toss, Water Race
24-M-28 Big T Toys& Sports	Beer Bust, Big Water Race, Break a Plate, Goldfish, Hoops Basketball, Soccer
24-M-29 Boguey's Boardwalk	Bottle Up, Lean & Toss, Roll a Ball Derby, Tiki Water Race,
24-M-30 Boguey Concessions	Kid Bust, Mini Basket, Line Up Balloon, Party Pong, Pepsi Pitch, Tubs of Fun
24-M-31 JACA Ent.	Bag Game, 1 Ball, Balloon, Balloon, Beer Bust, Runnin' Waters
24-M-32 Kimo's Concessions	Balloon Pop, Block Buster, Mini Ball, Speed Pitch
24-M-33 PAN	Ring a Duck, Basketball Toss, Block Buster, Football Toss, Frog Bog, Mini Basketball
24-M-34 Paul's Concessions	*Dart Bag, Balloon Pop, Bank Shot, Tub Toss
24-M-35 Rogmic Ent.	High Striker
24-M-36 Talley Amusements	Duck Pond, Buoy, One Ball, Ring a Bottle, Water Race, Whack a Mole

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the space(s) known as «Location», located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on «Beginning_Term» and ends on «End_Term». Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to «Game_1__Tickets», «Game_2__Tickets» «Game_3__Tickets» «Game_4__Tickets» «Game_5__Tickets» «Game_6__Tickets» «Agreement_No»

and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: «M__Split»
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker’s compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound- producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.

18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2022 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

San Diego County Fair Game Agreement

AGREEMENT NO. «Agreement_No»

DATE: «Date»

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

Signature

Title

Date

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

Signature

Carlene Moore, CEO
Title

Date

SAMPLE

ITEM 5 - EXECUTIVE REPORT
April 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	Not to Exceed
24-013	Kathy Wadham	Theme Exhibit Consulting and Design	Categorical Exemption	Fair	1/1/24 - 12/31/24	\$49,500.00

Individual Project Agreements (IPA) with California Construction Authority (CCA)			
Contract #	Purpose	Dates	Not to Exceed
022-23-107	Surfside Exterior Deck Replacement	3/5/2024 - 6/30/2025	\$429,000.00
022-24-595634	Grandstand Fire Panel Replacement	2/27/2024 - 2/27/2025	\$554,567.13

Entertainment Contracts up to \$500,000

Paddock Entertainment: Categorical Exemption				
Contract #	Entertainer/Agency	Summary / Genre	Performance Date	Amount
24-1036	Love Productions f/s/o The Rocket Man	Elton John Tribute	6/12/2024	\$25,000.00
24-1089	A Hundred Drums	EDM	6/21/2024	\$7,500.00

Grounds Entertainment: Categorical Exemption			
Contract #	Entertainer/Agency	Summary/Genre	Amount
24-1088	Done Dirt Cheap	ACDC Tribute	\$1,000.00
24-1090	The New Originals	70's & 80's Dance Music	\$2,200.00
24-1091	Timba Tumbao	Salsa, Cha Cha, Cumbia, Latin Soul	\$2,500.00

Other Entertainment: Categorical Exemption				
Contract #	Entertainer/Agency	Purpose	Term	Amount
24-1204	Irma Esquer Roman	Facilitate and oversee Fiesta Village	4/12/24 - 7/9/24	\$15,000.00
24-1205	KM Creative Solutions	Provide "giant bugs," help with design and maintenance of Farm	4/12/24 - 7/9/24	\$20,000.00
24-1206	R.W.B	To deliver, install and stage props for various locations on the Fairgrounds	6/12/24 - 7/7/24	\$65,000.00

Judging Agreements: Categorical Exemption					
Contract #	Judge	Purpose	Effort Type	Term	Amount
24-33J	Elizabeth McGhee	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-34J	Nathan Gibbs	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-35J	David Milton	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-36J	Echo Baker	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-37J	Dawn Buckingham	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-38J	Kate Cohen	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-39J	Tiffany Wai-Ying Beres	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-40J	Victoria Gerard	To judge Fine Arts	Fair	5/18/2024	\$200.00
24-42H	Katie Dolgov	To judge Fine Arts	Fair	7/6/2024	\$150.00
24-43J	Katie Werner	To judge Fine Arts	Fair	6/27/2024	\$150.00
24-44J	Elin Thomas	To judge Fine Arts	Fair	6/22/2024	\$150.00
24-45J	Linda Clark	To judge Flower Show	Fair	June and July	\$500.00
24-46J	Walt Meier	To judge Flower Show	Fair	June and July	\$500.00
24-47J	Sharon Tooley	To judge Flower Show	Fair	June and July	\$500.00
24-48J	Glenn Jensen	To judge Flower Show	Fair	6/23/2024	\$100.00
24-49J	Fred Miyahara	To judge Flower Show	Fair	6/23/2024	\$100.00
24-50J	Mark Edgar	To judge Flower Show	Fair	6/23/2024	\$100.00
24-51J	Lena Shiroma	To judge Flower Show	Fair	6/4/24 - 6/25/24	\$500.00
24-52J	Stewart Walton	To judge Flower Show	Fair	6/4/24 - 6/25/24	\$500.00

Revenue Contracts per Delegated Authority

Sponsorship Agreements					
Contract #	Sponsor	Purpose	Effort Type	Term	Amount
SPO-24-005	Entravision San Diego Communications	Entravision will promote the fair and Hispanic concerts on their television station. We will name them as a cosponsor of Sundays	Fair	5/31-7/4/24	\$75,000.00 CIK
SPO-24-019	California Lottery	Lottery will have their trailer here to sell tickets	Fair	STILL IN PROGRESS	STILL IN PROGRESS
SPO-24-024	Cutco Cutlery	Cutco will sell knives in two booths	Fair	6/12-7/7/24	\$35,000.00
SPO-24-035	iHeart Media for Clean CA	Here for 2 days to promote this state program	Fair	6/15-6/16/24	\$7,000.00
SPO-24-067	Casual Fridays for IHES	IHES will sell whole house fans	Fair	6/12-7/7/24	\$23,000.00
SPO-24-082	California Deluxe Windows	CDW will have a booth and sell windows and doors	Fair	6/12-7/7/24	\$18,000.00
SPO-24-083	Goettl AC & Plumbing	Goettl will be here on one weekend to promote their name and secure leads	Fair	6/14-6/16/24	\$25,000.00

Event Agreements				
Contract #	Licensee	Event Name	Term	Rental Fee
24-459	Jewish National Fund	JNF Fundraising Banquet	10/12/24 - 10/13/24	\$ 2,860.00
25-460	Koi Club of San Diego	Koi Show	1/23/25 - 1/26/25	\$ 8,550.00

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-013

GL ACCOUNT NUMBER (If Applicable)

GL Acct #: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Kathy Wadham

2. The term of this Agreement is:

START DATE

January 1, 2024

THROUGH END DATE

December, 31, 2024

3. The maximum amount of this Agreement is:

\$49,500.00

Forty Nine Thousand Five Hundred Dollars and Zero Cents

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

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

Kathy Wadham

CONTRACTOR BUSINESS ADDRESS

3669 York Circle

CITY

La Verna

STATE

CA

ZIP

91750

PRINTED NAME OF PERSON SIGNING

Kathy Wadham

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

A. SERVICES OVERVIEW

1. Kathy Wadham, hereinafter referred to as “Contractor”, shall provide to the 22nd District Agricultural Association, hereinafter referred to as “District”, creative consulting, design and execution responsibilities for the District’s farm, “Sunflower Farms,” hereinafter referred to as “Farm” and the theme exhibit, “Let’s Go Retro”.
2. Contractor shall assist with design elements that enhance the story of the theme, “Let’s Go Retro” and assist in making the exhibit cohesive, engaging and interactive.
3. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. Excluding the alternate schedule for the Fair outlined in paragraph B.2.k below, services shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, January through December, with the understanding that Saturdays and Sundays may be required May through July.
4. The project representatives during the term of this Agreement will be:

22nd District Agricultural Association	Contractor
Name: Rachelle Weir, Director of Agriculture, Arts and Education	Name: Kathy Wadham, Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 3669 York Circle La Verne, CA 91750
Phone: (858) 792-4211	Phone: (909) 407-2705
Email: rweir@sdfair.com	Email: kathywadham4@gmail.com

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

B. WORK TO BE PERFORMED

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

**EXHIBIT A
SCOPE OF WORK**

2. Tasks

- a. Contractor shall create a layout to scale, design and map of Farm exhibits. All elements of the design and map must be discussed and agreed upon by the District. Contractor agrees to revise the map and design, as needed, until approved by the District.
- b. Contractor shall create a map of the Farm to be used in publicity materials.
- c. Contractor shall create cohesive designs for signage for each of the Farm areas. Signs must be educational and entertaining in appearance for the public.
- d. Contractor shall schedule two (2) to three (3) demonstrators for the Farm. Demonstrators must have expertise in bees and honey, such as pollinator groups, who will provide a demonstration or similar activity that will engage the public.
- e. Contractor shall schedule three (3) to four (4) activities per day such as contests or crafts at the Farm.
- f. Contractor shall be a resource to staff and provide guidance to District employees to execute all of the designed and/or planned areas in the Farm and those identified in the theme exhibit.
- g. Contractor may acquire materials, supplies, plants and/or décor that bring the design to reality, with written pre-approval by the District. District shall own all products purchased for the exhibit and is only responsible for payment of supplies that have been pre-authorized for purchase. In addition, Contractor must invoice and itemized these purchases separately and include proof of purchase receipt(s) in order to receive payment.
- h. Contractor shall provide input and consultation on building layout, overall design and planning for the theme exhibit, including working with staff and giving guidance as needed.
- i. Contractor shall design, curate and install theme vignettes for the Let's Go Retro theme exhibit, including 1950's kitchen, 1960's and 1980's bedrooms, 1970's living room, retro craft, malt shop and fashion vignettes.
- j. Contractor agrees to provide instruction to Stage 9 for placement of decades exhibit components and make recommendations on lighting.
- k. Contractor shall be onsite at the Farm each Wednesday through Sunday of the 2024 San Diego County Fair, June 12 through July 7, one (1) hour prior to opening and one (1) hour after closing, to ensure all scheduled activities take place and to address any issues that may arise. Open hours are 11:00 a.m. to 7:00 p.m.
- l. Contractor shall assist with Fair clean-up in July upon completion of the 2024 San Diego County Fair.

**EXHIBIT A
 SCOPE OF WORK**

- m. Contractor shall meet with District once per month, August through December, for 2025 Plant Grow Eat (PGE) programming development via Microsoft Teams and create and submit proposed list of all PGE projects by September 30.
- n. Contractor agrees to meet biweekly for theme building development via Microsoft Teams, August through December and create and submit list of proposed theme concepts, decor, color pallets and educational concepts for 2025 by October 30.
- o. Contractor shall meet with District once per month, August through December, for 2025 Farm programming development via Microsoft Teams and create and submit list of all Farm proposed projects by November 30.
- p. Contractor shall provide the above services at the rates specified in the Budget Detail and Payment Provisions (Exhibit B). The rates outlined in Exhibit B shall include all wages, supervision, labor, transportation and travel expenses, fuel, equipment, insurances, taxes and fees.

3. Deliverables

Task	Deliverable	Due Date
a.	Layout	March 31, 2024
b.	Marketing Map	May 1, 2024
c.	Signage Designs	April 1, 2024
d.	Schedule Demonstrators and Shows	April 15, 2024
e.	Schedule Activities	April 15, 2024
f.	Guidance and Direction	On-Going
g.	Acquire Materials for Use in Exhibits	On-Going
h- j	Consultation and Instruction on Set-Up	May 1 – June 11, 2024
k.	Presence at Farm (Wednesdays - Sundays)	June 12 - July 7, 2024
l.	Fair Clean-Up	July 8 – July 31, 2024
m.	Submit List of 2025 PGE Projects	September 30, 2024
n.	Submit List of 2025 Theme Related Concepts	October 30, 2024
o.	Submit List of 2025 Farm Proposed Projects	November 30, 2024

4. Travel

- a. Contractor shall be responsible for paying all travel related expenses to and from the District, including but not limited to mileage, travel, lodging and food. District will not reimburse Contractor for any travel related expenses or provide a daily per diem.



Funding Contract 1

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

Project: 022-23-107 - Del Mar Surfside Exterior Deck Repair
2260 Jimmy Durante Blvd.
Del Mar, California 92014
Phone: 858-792-4202

Del Mar Surfside Exterior Deck Repair - 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:	12/16/2023
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	03/05/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	06/30/2025	ACTUAL COMPLETION DATE:	

DESCRIPTION:
Replace the Exterior deck and (4) stairs.

ATTACHMENTS:

TERMS: This Individual Project Agreement (“IPA”) is entered into this **5th Day of March 2024** 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, are 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 “Scope of Work” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount . Payment by Fair under this IPA shall be the amount of **Four Hundred Twenty-Nine Thousand and 00/100 Dollars (\$429,000.00)**, or as later modified in writing between the parties.
4. Project Budget; CCA Fees . The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
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:
Four Hundred Twenty-Nine Thousand and 00/100 Dollars (\$429,000.00).

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



Funding Contract 1

6. 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.

SCOPE OF WORK:

The Fair's designated project is the **Del Mar Surfside Exterior Deck Repair**. 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 retain a qualified engineer to prepare plans suitable for State Fire Marshal (SFM) review and approval.
2. CCA will obtain all Fire Marshal permits in accordance with the code regulations.
3. Pre-Design Development: This includes labor for CCA to perform investigative, pre-design work to help determine the best path to develop the Del Mar Surfside Exterior Deck Repair project.
4. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair. For the proposed solicitation effort, a separate Bid Document will be prepared, with a single job walk and bidding opening event.
5. CCA will provide project management and administration services associated with the project design, bidding, and construction process.
6. CCA will obtain a Contractor with a Valid California Construction License to repair the exterior deck and (4) Stairs.

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 fees are stated below. Please note the breakout of the allocation of fee costs and conditions.

Four Hundred Twenty-Nine Thousand and 00/100 Dollars (\$429,000.00).



Funding Contract 1

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$300,000.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$3,000.00
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$3,000.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$1,500.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$30,000.00
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$6,000.00
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$6,000.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$3,000.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$21,000.00
10	01-150.4. CON Equipment/Materials/Supplies	Special Purchasing	\$0.00
11	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$12,000.00
12	01-200-10.2. CD Professional Services (4%)	Architect	\$12,000.00
13	01-200-10.3. BD Professional Services (0.5%)	Architect	\$1,500.00
14	01-200-10.4. CON Professional Services (2%)	Architect	\$6,000.00
15	01-200-20.1. DD Professional Services - Engineering (4%)	Engineer	\$0.00
16	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$1,500.00
17	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$6,000.00
18	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$6,000.00
19	01-240-10.1. DD Travel (.5%)	Travel	\$1,500.00
20	01-240-10.2. CD Travel (.5%)	Travel	\$1,500.00
21	01-240-10.3. BD Travel (.5%)	Travel	\$1,500.00
22	01-240-10.4. CON Travel (1%)	Travel	\$3,000.00
23	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$750.00
24	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$750.00
25	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$750.00
26	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$750.00
Grand Total:			\$429,000.00

DS SS KR BM MC

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:

 80DEC14CC20A4FB...

3/27/2024

SIGNATURE

DATE

DocuSigned by:

 78767D53C12A4EC...

3/27/2024

SIGNATURE

DATE

DocuSigned by:

 F77C2778134947C...

3/27/2024

SIGNATURE

DATE



Funding Contract 1

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

Project: 022-24-595634 - Del Mar Grandstand Fire Panel Replacement
2260 Jimmy Durante Blvd
Del Mar, California 92014
Phone: 858-792-4202

IPA - Grandstand Fire Panel Replacement

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:	02/27/2024
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	02/27/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	02/27/2025	ACTUAL COMPLETION DATE:	

DESCRIPTION:
Replacing all fire alarm control equipment and field devices serving the Grandstand.

ATTACHMENTS:

TERMS: This Individual Project Agreement (“IPA”) is entered into this **Tuesday, February 27, 2024**, 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:

- Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, are incorporated herein by this reference.
- Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as “Scope of Work” and incorporated herein, for the identified project (“Project”).
- Not to Exceed Amount. Payment by Fair under this IPA shall be the amount of **Five Hundred Fifty Four Thousand Five Hundred Sixty-Seven, and 13/100 Dollars (\$554,567.13)**, or as later modified in writing between the parties.
- Project Budget; CCA Fees. The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
- 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:
Five Hundred Fifty Four Thousand Five Hundred Sixty-Seven, and 13/100 Dollars (\$554,567.13)



Funding Contract 1

- CCA shall provide the Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
6. **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.

SCOPE OF WORK:

The Fair's designated Project is the "**Grandstand Fire Panel Replacement**" The site of the Project is at San Diego County Fair, 2260 Jimmy Durante Blvd, Del Mar CA, 92014 ("Fair")

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

1.
 1. CCA will retain a qualified engineer to prepare fire alarm plans suitable for SFM review and approval.
 2. CCA will obtain all Fire Marshal permits in accordance with the fire alarm systems.
 3. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair. For the proposed solicitation effort, a separate Bid Document will be prepared, with a single job walk and bidding opening event.
 4. Based upon the formal bidding process, CCA will create an addendum to the original IPA contract with actual costs to engage the contractor to conduct the construction work in accordance with approved plans and scope.
 5. CCA will provide project management and administration services associated with the project design, bidding, and construction process.

The performance of CCA's scope of services inures to the benefit of the Fair. To provide 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.

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.



Funding Contract 1

**Five Hundred Fifty Four Thousand Five Hundred Sixty-Seven, and 13/100 Dollars
(\$554,567.13).**

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$396,828.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$3,968.28
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$3,968.28
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$0.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$39,682.80
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$7,936.56
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$7,936.56
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$3,968.28
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$27,777.96
10	01-150.4. CON Equipment/Materials/Supplies	Special Purchasing	\$0.00
11	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$15,873.12
12	01-200-10.2. CD Professional Services (4%)	Architect	\$15,873.12
13	01-200-10.3. BD Professional Services (0.5%)	Architect	\$0.00
14	01-200-10.4. CON Professional Services (2%)	Architect	\$7,936.56
15	01-200-20.1. DD Professional Services - Engineering (4%)	Engineer	\$0.00
16	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$1,984.14
17	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$0.00
18	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$7,936.56
19	01-240-10.1. DD Travel (.5%)	Travel	\$1,984.14
20	01-240-10.2. CD Travel (.5%)	Travel	\$1,984.14
21	01-240-10.3. BD Travel (.5%)	Travel	\$1,984.14
22	01-240-10.4. CON Travel (1%)	Travel	\$3,968.28
23	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$992.07
24	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$992.07
25	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$0.00
26	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$992.07
Grand Total:			\$554,567.13

DS SS KR BM MC

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:
[Signature]
30DEC14CC20A4FB...
SIGNATURE **DATE** 3/25/2024

DocuSigned by:
Carlene F. Moore
7B767B59C12A4EC...
SIGNATURE **DATE** 3/25/2024

DocuSigned by:
Randy Crabtree
F77C2778134947C...
SIGNATURE **DATE** 3/25/2024

AGREEMENT NUMBER SPO-24-005-19
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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		GL 431-102-00
BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Sabrina Lopez		
ADDRESS 5770 Ruffin Road, San Diego, CA 92123		
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 March 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 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 fulfil 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 agrees to 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 three hundred ninety (390) :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	90	:30 sec
KDTF - Unimas	100	:30 sec
XHAS-Estrella TV	100	:30 sec
XDTV-Milenio	100	:30 sec

- d. Produce (4) social media reels promoting the events happening on stage and other things happening at the SDCF.
- e. Provide 4 live segments during the morning show “Despierta San Diego”. These could be with guests of any preference that will be participating in the SDCF.
- f. Live news coverage from the SDCF. We will have our weather, sports anchors and reporters doing live coverage of what is happening at the fair.
- g. Social Media lives from the SDCF with Univision talent showcasing what is happening at the fair and interacting with attendees.
- h. Provide Rudy Acosta as an MC for Sunday's stage presentations.

17. **Responsibilities of the 22nd DAA:**

- a. Provide Entravision co-sponsorship of the Fair's Sunday's Domingueando en la Faria.
- b. Provide Univision and other Entravision stations booths 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 day of the 2024 Fair.
- 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 Fair Hispanic grandstand concert 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-24-024-19
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- This Agreement is entered into between the State Agency and the Participant named below:

<small>STATE AGENCY'S NAME</small>	22nd District Agricultural Association
<small>PARTICIPANT'S NAME</small>	Cutco Cutlery
- The term of this Agreement is: **June 12 – July 7, 2024**
- The amount of this Participant Agreement is: **\$35,000.00**
- 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 – Participant Terms



Exhibit B – Insurance Requirements

Please Note: Participant 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 Director.

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

PARTICIPANT		<i>California State Use Only</i>
<small>PARTICIPANT'S NAME</small> Cutco Cutlery		405-100-00
<small>BY (Authorized Signature)</small>  <small>Matt Graves (Mar 19, 2024 17:16 EDT)</small>		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Debbie Zmed		
<small>ADDRESS</small> 322 Houghton Ave., Olean, NY 14760		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> 22 nd District Agricultural Association		
<small>BY (Authorized Signature)</small>  <small>Carlene Moore (Mar 27, 2024 18:56 PDT)</small>	<small>DATE SIGNED</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Carlene Moore, CEO/General Manager		
<small>ADDRESS</small> 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

SPO-24-024-19

Cutco Cutlery

Exhibit A - Participant Terms

2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Cutco Cutlery (“Sponsor”) has agreed to selling 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 \$35,000.00.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than March 15, 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 the 22nd DAA.
5. Without the prior written consent of the 22nd DAA, 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 The 22nd DAA’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 The 22nd DAA’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 22nd DAA 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 22nd DAA 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 22nd DAA. Inadequate protection or security cannot be considered negligence of the 22nd DAA.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient, and neat and clean in appearance always. Identification as Sponsor's employee will be prominently always displayed. 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 22nd DAA 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, 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 The 22nd DAA. A decision by the 22nd DAA, in writing, shall be given to the Sponsor within four hours of receipt of such a 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 the 22nd DAA property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, if 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 the 22nd DAA 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 County 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 Participant:**
 - a. Operate, staff, and maintain the Cutco booths at the 2024 San Diego County Fair for all hours as noted in the commercial handbook for all vendors.
 - 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 Director.

22. **Responsibilities of the 22nd DAA:**

- a. Provide a 10' x 20' booth (2318) in the Bing Crosby Hall for the sale of Cutco products.
- b. Provide a 10' x 20' corner booth (#139) in the O'Brien Hall for the sale of Cutco products.
- c. Provide twenty-five (25) badge ID's for staff allowing unlimited admission to the Fair.
- d. Provide one hundred (100) Fair admission tickets.
- e. Provide six (6) season track parking passes on the track parking lot.
- f. Provide one hundred (100) single day parking passes in the track parking lot.



AGREEMENT NUMBER SPO-24-035

- 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
iHeartMedia on behalf of Clean CA
- The term of this Agreement is: **June 15 & 16, 2024**
- The amount of this Sponsorship Agreement is: **\$7,000.00 Contract Price**
- 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	
SPONSOR'S NAME iHeartMedia on behalf of Clean CA	
BY (Authorized Signature)  Kelly Lewis (Mar 25, 2024 10:41 PDT)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kelly Lewis	
ADDRESS 5180 Golden Foothill Parkway, Ste. 120 El Dorado Hills, CA 95762	
STATE OF CALIFORNIA	
AGENCY NAME 22 nd District Agricultural Association	
BY (Authorized Signature)  Carlene Moore (Mar 27, 2024 18:49 PDT)	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-24-035

**iHeartMedia on behalf of Caltrans
Exhibit A - Sponsorship Terms
2024 San Diego County Fair**

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which iHeartMedia on behalf of Clean CA (“Sponsor”) has agreed to in providing products, sponsorship 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 \$7,000.00 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 May 1, 2024.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 15, 2024.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from the 22nd DAA.
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 22nd DAA or the State of California.
8. Where the terms of this Agreement or 22nd DAA’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 22nd DAA 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 22nd DAA 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 22nd DAA.

14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient, and neat and clean in appearance always. Identification as Sponsor's employee will be prominently always displayed. 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 22nd DAA, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to 22nd DAA's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by the 22nd DAA 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 22nd DAA 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 22nd DAA, 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 22nd DAA, in writing, shall be given to the Sponsor within four hours of receipt of such a 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 22nd DAA 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 22nd DAA to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on 22nd DAA 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 the 22nd DAA to be inappropriate or detrimental to the interests of the 22nd DAA, it is agreed that the 22nd DAA may immediately terminate this Agreement.
19. It is understood and agreed that neither the 22nd DAA 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 22nd DAA 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 22nd DAA, if Sponsor shall for any reason fail to occupy the 22nd DAA, no refund shall be made of any amounts paid by Sponsor to the 22nd DAA hereunder.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
21. 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.
22. **Responsibilities of Sponsor:**
 - a. Operate and maintain the Clean CA booth at the 2024 San Diego County Fair on June 15 & 16, 2024.
 - b. Provide to the District's Sponsorship office prior to May 1, 2024, examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only 22nd DAA approved items may be sold or distributed by Sponsor.
 - c. Provide all Caltrans banners.
23. **Responsibilities of the State:**
 - a. Provide a 10' x 20' booth space in a high-traffic location (exact location TBD) on June 15 & 16, 2024 for the Caltrans display.
 - b. Display two (2) Clean CA banners approximately 3' x 8' in close proximity to the display on the days on site.
 - c. Provide fifty (50) single admission Fair tickets valid any day of the Fair for Clean CA volunteers and staff.
 - d. Provide twenty five (25) single day track parking passes valid any day of the Fair for Clean CA volunteers and staff.

AGREEMENT NUMBER SPO-24-067

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

Casual Fridays for IHES

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

3. The amount of this Participation Agreement is: **\$23,000.00 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.

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		GL 405-100-00
SPONSOR'S NAME Casual Fridays for IHES		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Bart Hoffman		
ADDRESS PO Box #28215 San Diego, CA 92198		
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-24-067

**Casual Fridays for IHES
Exhibit A - Participation Terms
2024 San Diego County Fair**

1. This participation agreement (“Agreement”) includes the terms and conditions to which Casual Fridays for IHES (“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 participation is \$23,000.00.
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 April 15, 2024.
2. Sponsor shall make payment of the participation 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 22nd DAA.
4. Without the prior written consent of the 22nd DAA, 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 22nd DAA 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 22nd DAA 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 22nd DAA 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 22nd DAA 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 22nd DAA 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 22nd DAA.
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 22nd DAA, 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 22nd DAA 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 the 22nd DAA. A decision by the 22nd DAA, 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 22nd DAA 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 the 22nd DAA to be inappropriate or detrimental to the interests of the 22nd DAA, 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 County 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 IHES 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 and ad creative to the District's Sponsorship office upon request.
- d. Provide all temporary banners to be used, with the exception of permanent and directional signage.

21. **Responsibilities of the 22nd DAA:**

- a. Provide a booth space approximately 20' x 20' in the O'Brien Hall (#1348) for the sale of whole house fans.
- b. Provide electricity to the booth at no charge.
- c. Provide eight (8) Sponsor badges for staff allowing unlimited admission to the Fair.
- d. Provide fifty (50) single admission Fair tickets valid any day of the Fair.
- e. Provide forty (40) single day parking passes valid any day of the Fair.
- f. Provide two (2) season track parking passes valid any day of the Fair.

AGREEMENT NUMBER SPO-24-082-19
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- 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 California Deluxe Windows
- The term of this Agreement is: **June 12 – July 7, 2024**
- The amount of this Sponsorship Agreement is: **\$18,000.00 Contract Price**
- 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 California Deluxe Windows		
BY (Authorized Signature)  <small>Daniel Alcalde (Feb 21, 2024 10:35 PST)</small>	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Daniel Alcalde		
ADDRESS 20735 Superior Street, Chatsworth CA 91311		
STATE OF CALIFORNIA		
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature)  <small>Carlene Moore (Feb 21, 2024 16:03 PST)</small>	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-24-082-19
California Deluxe Windows
Exhibit A - Sponsorship Terms
2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which California Deluxe Window (“Sponsor”) has agreed to provide 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 \$18,000.00.
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 April 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 the 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 County 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 California Deluxe Window 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 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, ad creative, and public address copy to the District's Sponsorship office upon request.
22. **Responsibilities of the 22nd DAA:**
 - d. Provide a 10 x 20 corner booth (#1136 & 1138) in the O'Brien Hall for the sale of California Deluxe Windows.
 - e. Provide electricity to the booth at no charge.
 - f. Include Sponsor's logo and link on the Fair's website for the duration of this agreement.
 - g. Include Sponsor's logo on entrance signage where the Fair's sponsors are listed.
 - h. Provide six (6) sponsor badges for staff allowing unlimited admission to the Fair.
 - i. Provide fifty (50) single admission Fair tickets valid any day of the Fair.
 - j. Provide forty (40) single day track parking passes valid any day of the Fair.
 - k. Provide two (2) season track parking passes valid every day of the Fair.

AGREEMENT NUMBER SPO-24-083

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

Goettl AC & Plumbing

2. The term of this Agreement is: **June 14 – June 16, 2024**

3. The amount of this Sponsorship Agreement is: **\$25,000.00 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		
SPONSOR'S NAME Goettl Ac & Plumbing		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mollie Toland		
ADDRESS 5330 S. Durango Drive, Las Vegas, NV 89113		
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-24-083

Goettl

Exhibit A - Sponsorship Terms

2024 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which **Goettl Ac and Plumbing** (“Sponsor”) has agreed to provide 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 \$25,000.00.
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 April 28, 2024.
2. Sponsor shall make payment of the sponsorship 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 the 22nd DAA.
4. Without the prior written consent of the 22nd DAA, 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 unless directed otherwise by the District's sponsorship team. 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 the 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 County 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 Goettl AC and Plumbing booth at the 2024 San Diego County Fair on June 14th, 15th and 16th on a mutually agreed upon schedule.
 - 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 all Goettl AC and Plumbing banners to be used in conjunction with this Agreement.
22. **Responsibilities of the 22nd DAA:**
 - a. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the term of the agreement, subject to prior written approval of such uses by the 22nd DAA.
 - b. Provide a space approximately 10' x 10' inside the main entrance/exit (O'Brien gate) on June 14 – 16, 2024.
 - e. Provide electricity to the booth at no charge.
 - f. Place four (4) 3' x 8' banners featuring Sponsor's logo in close proximity to the booth on those days they are on site.
 - g. Include Sponsor's logo in rotation across the digital matrix boards in the main parking lot and Jimmy Durante Blvd.
 - h. Include video provided by sponsor on Paddock digital display (non audio)
 - i. Provide fifty (50) single admission Fair tickets valid any day of the Fair.
 - j. Provide twenty five (25) single day track parking passes valid any day of the Fair.



Item 6-A, Affordable Housing Committee Report

Background:

Following approval of the Exclusive Negotiating Rights Agreement (ENRA) between the 22nd District Agricultural Association (District) and City of Del Mar (City), District received the attached letter from SheppardMullin, a law firm representing the developer of the well-publicized proposal to build what they are calling "Seaside Ridge," a 259-unit residential property on Del Mar's North Bluff that might include 85 affordable units.

At this stage, the Seaside Ridge development is merely peripheral to District's long-running discussions with City. District has not taken a position on the Seaside Ridge development, and the ENRA — approved unanimously by the District's Board of Directors (Board) on February 20 and subsequently approved last month by the Del Mar City Council — does not directly impact the developer's plans. It is also important to note that neither proposal — the potential 61 units on District property nor the proposed Seaside Ridge development — will singularly meet the entirety of City's housing requirements with the state.

Ultimately, the ENRA allows District to continue ongoing discussions and conduct due diligence with City regarding the potential of affordable housing on District property. The "exclusivity" of the agreement applies only to District; the ENRA specifically restricts District from negotiating with other parties (such as private developers) for affordable housing on the site(s) that will be identified. The ENRA does not, however, restrict City's ability to negotiate with other parties, including this developer, to meet its affordable housing requirements.

With the approval of the ENRA, District and City are set to begin the 24-month due diligence phase. As this process continues, information on related projects, sites, and matters relevant to City's pursuit of meeting its state-mandated affordable housing requirements will continue to be provided to District's Board. What is known currently is that the Seaside Ridge developer has an open application with City to proceed with its development. Multiple news outlets in San Diego have reported that the developer has filed a lawsuit against City for denying its application.

Process/Approach:

SheppardMullin's request is for District to reconsider the ENRA; however, given City's continued ability to negotiate with other site owners to meet its affordable housing needs, there is no reason to take further action on the ENRA. And to provide further clarification on the City of Del Mar's 6th Cycle Housing Element, a representative from the City of Del Mar will address the Board at the April 9 meeting.

As a reminder, at the end of the negotiating period, it will be this Board that will decide, based on all available information at the time, whether or not to proceed with leasing District property to the City of Del Mar for the purpose of affordable housing.

March 12, 2024

File Number: 47WF-354402

VIA E-MAIL AND CERTIFIED MAIL

Board of Directors
 22nd District Agricultural Association
 2260 Jimmy Durante Blvd.
 Del Mar, CA 92014

Re: Correction of Misinformation Presented During February 20, 2024 Board Hearing on Agenda Item No. 6.E and Request for Reconsideration

Dear President Schenk and Honorable Directors:

It has recently come to our attention that this Board of Directors (Board) for the 22nd District Agricultural Association (22nd DAA) was provided misinformation at the February 20, 2024 hearing. Specifically, during the discussion related to Agenda Item No. 6.E – Affordable Housing Ad-Hoc Committee Report, it appears the Board was not provided accurate information regarding alternative sites available in the City of Del Mar (City) for the development of housing, including affordable units, to satisfy the City’s Regional Housing Needs Allocation (RHNA) obligations.

This conversation was initiated by the suggestion that the City – unlike the City of San Diego – does not have alternative “opportunities...available to them” for siting housing. There was then a discussion that the City only has “much smaller” sites and the provision of housing would be done by “piecemeal.” A copy of the transcript for this portion of the hearing is attached hereto as Exhibit A.

This position is incorrect. The City’s Sixth Cycle Housing Element Update (6th Cycle) identified a large number of vacant and non-vacant candidate sites. In addition to the Fairgrounds, the City has identified the “North Bluff Properties” and the “South Stratford Properties” as opportunities to site housing development, which could provide between 346 and 415 housing units. Below is a snap shot from the Site Analysis.

Site Number/Name	Gross Acreage	Potential Units	
		Lower Income	Above Moderate
Site 1(a-f): North Bluff Properties	12.39	47-61	200-250
Site 98(a-c): South Stratford Properties	4.94	19-25	80-99
Total	17.33	66	280-349

The entire Board was also not informed that there is an open application pending before the City for development on a portion of the North Bluff Properties that would provide 259 residential units, which would include two (2) extremely-low units, two (2) very low units, thirty-eight (38) lower-income units, and forty-three (43) moderate-income units with additional above-moderate units. This development,¹ referred to as Seaside Ridge, would be located on 6.91 acres of vacant and developable land at 929 Border Avenue in the City (Assessor Parcel Nos. 298-241-06, 298-241-07 and 299-030-14), and is being pursued by the underlying property owner. Counsel for the 22nd DDA was previously provided information about this project. Please see Exhibit B attached hereto.

Given this information, which was not accurately put before the Board during its deliberation of an exclusive negotiation rights agreement with the City (ENRA) for potential use of the Fairgrounds as siting for satisfaction of the City's RHNA obligations, we respectfully request the Board reconsider the ENRA and suspend its approval of and authorization to execute the ENRA until the completion of the reconsideration.

Please note, a representative requested to appear virtually at the March 12, 2024 hearing to provide a comment on this subject. However, this representative was not invited to participate or permitted to provide comment.

We kindly ask this letter be distributed to all members of the Board. Please do not hesitate to contact the undersigned with any questions or concerns.

Sincerely,



Whitney A. Hodges
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4885-9206-1357.4

cc: Carlene Moore, CEO
Josh Caplan, Esq.
Dylan Johnson, Esq.
Allison Wong, Esq.

¹ The application materials – including City responses – can be found at <https://www.delmar.ca.us/861/Seaside-Ridge-Development-Applications>.

Exhibit A

1 specific request, and we have had, as a board, no interest in
2 soliciting other jurisdictions to determine whether or not they
3 are so interested. We don't have that currently as a specific
4 focus. It's kind of a one-off focus for the City of Del Mar.

5 PRESIDENT FRED SCHENK: Director Mead.

6 MS. MEAD: I would just like to assure you, however,
7 that Carlene's done a great job of keeping all of the staff at
8 the City of San Diego apprised. We have had several meetings
9 with the City of San Diego and advised them about these
10 conversations. Again, they have not come back to us and said
11 would you consider talking with us. So we're talking --

12 PRESIDENT FRED SCHENK: Right. So the point is --

13 MS. MEAD: -- to Del Mar because of their request.

14 PRESIDENT FRED SCHENK: -- Del Mar approached us. We
15 didn't approach them. Their footprint is overlapping
16 significantly our footprint. And the City of San Diego has --

17 MS. MEAD: Lots of options.

18 PRESIDENT FRED SCHENK: Right, as Director Rowland
19 pointed out, they have opportunities that -- good, bad, or
20 otherwise -- the City of Del Mar doesn't have available to
21 them.

22 MS. BARKETT: Just one more question, if I may.

23 How many -- does anyone know how many affordable
24 housing units Del Mar is required to seek?

25 MR. GELFAND: Sixty-one.

1 MS. ROWLAND: Total now?

2 MS. MOORE: No. Sixty-one is the request with us.
3 You asking about total assignments --

4 MS. MEAD: (Indiscernible) total. Yeah.

5 MR. MOSIER: It.s 113, I believe, if my memory is
6 correct for low. And moderate, they never have a problem with
7 moderate; they become requirements.

8 MS. MEAD: So where are they going to go for that
9 other 60-plus?

10 MR. MOSIER: They have a number of sites identified,
11 but each of those sites is much smaller because they --

12 MS. ROWLAND: A little here, a little there.

13 MR. MOSIER: -- do it piecemeal.

14 MS. MEAD: Do you know what they are, the
15 identifiable sites are currently?

16 MR. MOSIER: I am reluctant to comment on that
17 without having all the data right in front of me.

18 MS. MEAD: And I.ve not paid attention to that. I.ve
19 been concerned only about this site.

20 PRESIDENT FRED SCHENK: All right. So, Director
21 Mead, we.ll take public comment if you.re ready to have a
22 motion be presented.

23 All right. Public comment.

24 MS. ROWLAND: Well, I have one more question about
25 the agreement.

Exhibit B

From: [Rebecca Vargas](#)
To: josh.caplan@doj.ca.gov; dylan.johnson@doj.ca.gov
Cc: [Whitney Hodges](#); [Allison Wong](#)
Subject: Seaside Ridge - Final Response
Date: Wednesday, November 22, 2023 3:45:14 PM
Attachments: [Seaside Ridge - Nov. Response \(FINAL\). 4877-7637-6722 v 1.pdf](#)

Dear Counsel,

Attached please find correspondence from Ms. Hodges dated 11/22/23.

Thank you,
Rebecca

Rebecca Vargas | Practice Specialist
+1 619-338-6541 | direct
RVargas@sheppardmullin.com

SheppardMullin
501 West Broadway, 18th Floor
San Diego, CA 92101-3598
+1 619-338-6500 | main
www.sheppardmullin.com

November 22, 2023

File Number: 47WF-354402

Matt Bator, AICP
Principal Planner
City of Del Mar
1050 Camino Del Mar
Del Mar, California 92014-2698

Re: Applicant Response to Third Review of Application CDP23-0008 and Determination of Incompleteness

Dear Mr. Bator:

On behalf of the applicant for the Seaside Ridge project (CDP23-008) (Seaside Ridge or Project), we appreciate the opportunity to respond to comments submitted by the City in a correspondence dated September 26, 2023 (City Letter). The City Letter, and the attached analysis from the City Attorney's Office, continue to misconstrue the applicant's position and surgically misinterpret and ignore the law.¹ As such, we once again implore the City of Del Mar (City) to review the project application materials, including the applicant's responses letter dated June 15, 2023 and August 25, 2023 attached hereto as Exhibit A and Exhibit B respectively.

In addition to reiterating the arguments previously identified, we believe it is important to emphasize the City's duty to rezone the Project site, which includes two vacant parcels listed as "candidate" sites in the City's Sixth Cycle Housing Element Update (6th Cycle), as mandated pursuant to Government Code section 65583. The statute's mandate is clear – if a city cannot meet its Regional Housing Needs Assessment (RHNA) requirement through current zoning, it must identify candidate housing sites and then rezone those sites to facilitate the production of lower income units. Contrary to the City's belief, the statute **does not** include any concept of "contingency" or "back-up" candidate housing sites. Further, despite the California Department of Housing and Community Development's (HCD) certification of the City's 6th Cycle, which includes the concept of contingency sites, a spate of recent decisions have determined that the City cannot – under the law – fail to rezone its candidate sites. (See *Californians for Homeownership v. City of La Cañada/Flintridge* (LASC, Case No. 23STCP00699); *Californians for Homeownership v. City of Hawaiian Gardens* (LASC, Case No. 23STCP00624); *Californians for Homeownership v.*

¹ For example, the City states "it was clear that a new parking level was added to the project. The applicant has never attempted to argue (i) the parking level was not added or (ii) that the resultant square footage was not included in the total floor area calculation. Instead, as the applicant has stated, repeatedly, the City is intentionally relying on a scrivener's error in an extraneous document and deliberately failed to acknowledge the actual site plans that demonstrate the increase in floor area square footage *with the additional parking level* of only 17.4%. Additionally, the City disregards applicable legal requirements – including Government Code section 65583, as well as others – in order for the law to fit its distorted narrative.

City of Beverly Hills (LASC, Case No. 23STCP00143). Under these cases, the City **must** rezone the Project site to apply the Housing Element Implementation Overlay Zone (HEI-OZ) in order to remain in compliance with the law.

The State of California requires each city to have a “comprehensive, long-term general plan for the physical development” of the city.” (Govt. Code § 65300.) Each general plan must have a housing element. (Govt. Code § 65302(c).) The housing element consists of standards and plans for housing sites in the municipality “that ‘shall endeavor to make adequate provision for the housing needs of all economic segments of the community.’” (*Cal. Building Indus. Assn. v. City of San Jose* (2015) 61 Cal.4th 435, 444; see also Govt. Code § 65580 [legislative findings concerning Housing Element Law].) “A municipality must review its housing element for the appropriateness of its housing goals, objectives, and policies and must revise the housing element in accordance with a statutory schedule.” (*Martinez v. City of Clovis* (2023) 90 Cal.App.5th 193, 222, citing § 65588(a), (b).) “A revised housing element’s assessment of needs must quantify the locality’s existing and projected housing needs for all income levels, which includes the locality’s proportionate share of regional housing needs for each income level.” (*Martinez*, 90 Cal.App.5th at 223, citing § 65583(a)(1).)

For the sixth revision and subsequent revisions, if a city does not adopt a housing element that HCD has found to be substantially compliant with the Housing Element Law within 120 days of the applicable deadline set forth in section 65588(e)(3)(A) or (C), the city shall complete the rezoning required under sections 65583(c)(l)(A) and 65583.2(c) within one year of the statutory deadline to revise the housing element. (§ 65588(e)(4)(C)(i).)

The sixth cycle housing element deadline for local governments in San Diego County, including the City, was April 15, 2021. The City submitted its initial draft of the 6th Cycle on October 20, 2020. On December 12, 2020, HCD provided the City with the revisions necessary to comply with the Housing Element Law. Thereafter, on April 9, 2021 – only six (6) days before the statutory deadline – the City submitted its revised 6th Cycle to HCD for review. Again, on July 9, 2021, HCD issued its determination that additional revisions were necessary to achieve full compliance with the Housing Element Law. This back-and-forth went on until, on May 31, 2023 – or over two (2) years after the statutory deadline – HCD determined the City’s 6th Cycle to be in substantial compliance with the Housing Element Law, despite the fact the City failed to rezone the candidate sites in accordance with Government Code 65583. This determination does not absolve the City of its obligation to rezone the Project site, as well as the other candidate sites, in order to comply with the Housing Element Law. To date, the City has not completed this rezoning and is failing to do so through the Project application.

“[A] city’s adoption of a housing element is a legislative enactment, something which is generally entitled to some deference.” (*Fonseca v. City of Gilroy* (2007) 148 Cal.App.4th 1174, 1191.) “If the municipality has substantially complied with statutory requirements, we will not interfere with its legislative action, unless that action was arbitrary, capricious, or entirely lacking in evidentiary support.” (*Ibid.*)

Based on the aforementioned caselaw, the City was required to complete rezoning no later than one year from the statutory deadline, namely, by April 15, 2022. (Gov. Code §§ 65583(c)(l)(A),

65583.2(c), 65588(e)(4)(C)(i).) Therefore, it remains the applicant's position that the City had a ministerial duty to rezone within a year from the statutory deadline. (See *Cal. Assn. for Health Servs. at Home v. Dept. of Health Services* (2007) 148 Cal.App.4th 696, 704.) The time by which the City was required to adopt the 6th Cycle and complete rezoning has been mandated by the Legislature. (Govt. Code §§ 65588(e)(3) [deadline to adopt subsequent revisions of housing element is eight years after the deadline to adopt previous element]; 65583(c)(l)(A), 65588(e)(4)(C)(i) [failure to adopt housing element by statutory deadline requires rezoning triggers deadline to complete rezoning one year after statutory deadline].) The fact that preparation of a 6th Cycle required the exercise of discretion makes the deadline by which to exercise such discretion no less mandatory. Indeed, allowing the City to delay rezoning on the ground that it has discretion in the preparation of the 6th Cycle would impermissibly render the deadlines imposed by the Legislature meaningless. (*Steinhart v. County of Los Angeles* (2010) 47 Cal.4th 1298, 1325 ["[I]nsofar as possible, we must harmonize code sections relating to the same subject matter and avoid interpretations that render related provisions nugatory".])

The applicant recognizes the City may "disregard even plain language which leads to absurd results or contravenes clear evidence of a contrary legislative intent." (*Ornelas v. Randolph* (1993) 4 Cal.4th 1095, 1105.) However, to begin with, it is unnecessary to resort to legislative history and intent where, as here, the deadlines set forth by the Legislature are clear. (*People v. Salcido* (2008) 166 Cal.App.4th 1303, 1314 ["If there is only one reasonable construction of statutory language, then we need not consider the legislative history and other extrinsic aids in determining the statute's legislative purpose".]) Further, to the extent that legislative history and intent should be invoked to determine the proper application of section 65583(c)(l)(A), the legislative history is abundantly clear that the Legislature reduced the time to complete rezoning to encourage cities to increase the allowable density of land to accommodate housing planned for in the housing element and ameliorate the shortage of housing in California.² That objective is furthered irrespective of whether the City must make multiple attempts to revise its 6th Cycle to the satisfaction of HCD. A city seeking to avoid the expedited timeline to rezone pursuant to section 65583(c)(l)(A) has a means to do so – by adopting a housing element deemed by HCD to comply with the Housing Element Law within the statutory deadline. Such a framework created by the Legislature is not absurd.

Therefore, there is no legal authorization that allows the City to continue its refusal to rezone the Project site, and all other candidate sites, in accordance with the Housing Element Law. To date, the City has failed to address these and other arguments related to Assembly Bill 1398 (now Government Code section 65583). Instead, the City continues to dismiss State housing law requirements.

The applicant acknowledges that the City strongly desires to satisfy at least some portion of its RHNA requirements at the Del Mar Fairgrounds (Fairgrounds). However, even if the City is

² Concerning Assembly Bill 1398, which changed the time to complete required rezonings from three (3) years and 120 days to one (1) year from the housing element's statutory deadline, the author explained that the bill set the "right incentives" to complete rezoning, which would increase the available land for housing, stating: "[I]t is critical that every local government adopt a plan that meets the requirements of state law, that they do it on time, and that they carry out necessary rezones to make land available for the production of housing, particularly higher-density zoned land that can accommodate housing affordable to lower-income households.".)

eventually successful in siting housing at this location,³ it is important to note that any agreement reached by and between the City and the 22nd District Agricultural Association (22nd DAA) before the deadline imposed by the 6th Cycle does not eliminate the City's duty to administratively process the Project application. With or without such an agreement, the City, under State law and its own local land use plan, is obligated to approve the Project application as presently submitted for the reasons identified in Exhibit A and Exhibit B. Additionally, any success the City has in securing a Fairgrounds site for a portion of the housing required to satisfy its RHNA requirements will not negate the City's noncompliance with Government Code section 65583. The statute does not provide for such creativity in meeting RHNA, nor does HCD have the authority to make law. That power is vested solely in the Legislature, which has expressly mandated that cities ensure their zoning is sufficient to accommodate their RHNA requirements.

Lastly, we note that the City Letter claims the applicant would "rather litigate these issues instead of adhering to the current state of law." This statement is rife with inaccuracies. The applicant has never, either directly or tacitly, indicated it was interested in pursuing litigation. Instead, by continuing to refute the City's demand that the applicant submit discretionary permit applications, the applicant is attempting to encourage the City, repeatedly, to abide by the applicable laws. Rather unfortunate, the City is the sole party advertising its desire to engage in litigation as a last-ditch attempt to flounder a Project that complies with state housing law and fulfills seventy-eight percent (78%) of the City's immediate need for fifty-four (54) lower income units on vacant sites and well over 100% of the City's moderate-income need. In fact, it is the City that has listed this Project in City Council closed session agendas as "potential for litigation" without any such indication by the applicant. Moreover, a City Councilmember asked, in an open session, whether the upcoming City budget accounts for litigation related to this matter. **We would like the record to reflect that it is the City that desires to engage in litigation and not the applicant.**

We appreciate your time and consideration of this matter.

Sincerely,



Whitney A. Hodges
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4892-6717-3778.5

cc: Carol Lazier
Joseph Smith
Manuel Nieto
Joshua M. Caplan, Esq. (Counsel for 22nd DAA) (josh.caplan@doj.ca.gov)
Dylan K. Johnson, Esq. (Counsel for 22nd DAA) (dylan.johnson@doj.ca.gov)

³ While the applicant remains supportive of housing on the Fairgrounds, it continues to have grave concerns regarding the viability of such a proposal for a number of reasons including inconsistency with HCD's *Affirmative Furthering Fair Housing* mandate and the siting of vulnerable populations entirely within a floodplain.



Item 6-B, Audit & Governance Committee Report – Amend Policy 3.01, Board Composition and Officers

Background:

As has been previously stated, the Board of Directors (Board) of the 22nd District Agricultural Association (District) is accountable for exercising good stewardship on behalf of the public, operating in an open and transparent manner. As such, and as described in Policy 3.08, Board General Responsibilities, the Board is responsible for providing vision and strategic guidance, ensuring stability and performance of the organization, administering proper oversight, enhancing public standing, and maintaining accountability. While Board annually delegates check-signing authority to its employee, the Chief Executive Officer, best practices should also provide for such authority by the officers of the Board.

Utilizing Section 5.96, Check Signing, from the California Department of Food and Agriculture’s (CDFA) Accounting Procedures Manual (version 1, 11/09) as a guide, Board minutes should reflect Board’s policy authorizing and limiting the signing of checks.

Process/Approach

Some financial institutions such as the Local Agency Investment Fund (LAIF) allow for designation of authority by a position title rather than by person to conduct banking transactions. By establishing a delegation of authority to Board Officers in District policy for conducting banking transactions, check signing authority for Board Officers will also transition smoothly to new leadership (President, First Vice President, and Second Vice President) through the annual election of officers.

Recommendation

To amend Policy 3.01, Board Composition and Officers, to authorize elected Board Officers to conduct bank transactions on behalf of District without further action required from Board.

Environmental/Coastal Commission Review

None.

Fiscal Impact

None.

22nd District Agricultural Association **Policies**

Policy 3.01: Board Composition and Officers

Date Adopted/Last Revised: March 21, 2023/[April 9, 2024](#)

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

Purpose

The purpose of this policy is to outline the Board's organizational structure—including its composition and officers.

Policy

Board Composition

The Board is comprised of nine members, appointed by the Governor of California to serve staggered four-year terms. Board Members may serve more than one term and are reappointed at the discretion of the Governor.

Board Officers

Annually, the Board will elect up to three of its members to fill the officer positions as outlined in Article III of the 22nd DAA Bylaws. [Per this Policy, elected Board Officers are authorized to conduct bank transactions on behalf of the 22nd DAA.](#)

In addition, and in accordance with California law, the Board shall select a secretary, a manager, and a treasurer from among individuals that are not members of the Board. One person may be the secretary, manager, and treasurer and the Board may elect to delegate responsibilities vested in the Board to its officers or employees, including to the secretary, manager, and treasurer.

Board Chair Responsibilities

The role of the Board Chair is to ensure the integrity of the Board's processes. In addition to the specific duties outlined in other areas of the Policies, the Board Chair has the following general responsibilities:

- a) The Board Chair is the manager of the Board's activities, ensuring that the Board of Directors and its members follow Board of Directors rules and policies as well as the provisions of the Bagley-Keene Open Meeting Act. Since the Board conducts business during public Board meetings, the Board Chair is responsible for ensuring that the Board's work is conducted efficiently and effectively. To that end:
 - Meeting discussion content will include only those issues that clearly (according to Policy) belong to the Board to decide, consider, or to monitor.
 - Information that is not for monitoring performance, educating the Board or aiding in the Board's decision-making processes will be avoided or minimized and always noted as such.
 - Deliberation will be fair, open, thorough, timely, orderly, and kept to the point.
- b) The Board Chair will set the agenda for Board meetings with input from the other members of the Board and with the assistance of the CEO. The Board Chair will ensure that Board meetings are focused on matters of Board responsibility.
- c) The Board Chair is responsible for promoting the development of a Board work plan, complementary to the strategic plan and objectives of the organization.
- d) The Board Chair—without undermining the CEO's accountability to the full Board of Directors—will be the Board's primary liaison with the CEO, who is responsible for the execution of Board policies and directives, and for determining the means, organizational structure and management processes necessary to achieve the strategic objectives.
- e) The Board Chair is responsible for ensuring that conflict of interest issues and other conflicts or disputes are addressed sensitively and resolved constructively.
- f) The Board Chair, with the support and cooperation of the Board, is responsible for ensuring adequate communications and accountability to External Stakeholders.
- g) The Board Chair may sign, in conjunction with the CEO or any other officer of the 22nd DAA authorized by the Board, any deed, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed with the exception of cases where the signing and execution thereof shall be expressly delegated by the Board or by the Bylaws or by statute to some other officer or agent of the 22nd DAA.

- h) The Board Chair is the only Board Member authorized to speak for the 22nd DAA, unless this is specifically delegated to another Board Member. The Board Chair will act as public and media spokesperson for the Board of Directors and 22nd DAA as required.

Board Vice Chair Responsibilities

The Board Vice Chair will act on the Board Chair's behalf in the absence of the Board Chair or in the event of the Board Chair's inability or refusal to act. When acting in this capacity, the Board Vice Chair will have all the powers and responsibilities of the Board Chair. The Board Vice Chair will also take minutes at all closed session meetings when the CEO is not in attendance.

CEO Responsibilities

The CEO will attend all meetings of the Board of Directors, unless excused by the Board. See Policy 5.03 (Delegation of Executive Authority) for additional details about the CEO's responsibilities.

Secretary Responsibilities

The CEO will serve as the Secretary of the 22nd DAA in accordance with Article III, Section 6 of the Bylaws.

Treasurer Responsibilities

The CEO will serve as the Treasurer of the 22nd DAA in accordance with Article III, Section 7 of the Bylaws.



Item 6-D-1, Fair Operations Committee Report

Background:

The annual San Diego County Fair theme is a major part of 22nd District Agricultural Association (District) marketing efforts for the largest event of the year at the Del Mar Fairgrounds. In recent years, District's Board of Directors (Board) has approved themes in advance of future years to provide adequate time to plan, develop programming, and market the Fair theme. Beyond the upcoming 2024 Fair, themes for future years have not yet been approved by the Board of Directors.

During District's post-event debrief of the 2023 San Diego County Fair, staff solicited ideas for future years' themes. Based on the feedback, District's Marketing Team — in collaboration with the Arts, Agriculture, and Education Team and creative consultants from San Diego-based Loma Media — narrowed down the list of options and analyzed possible themes based on marketability, partnership opportunities, theme exhibit possibilities, demographic appeal, and other key factors.

Proposed themes were then presented to the Fair Operations Committee and are being brought forward to the full Board for recommendation for 2025 and 2026.

Historically, the San Diego County Fair has operated over four weekends beginning in early June through the July 4th holiday. Because the day of the week changes each year for July 4th, the actual days of operation for the Fair have varied from year to year. For example, in 2023, the Fair operated through Tuesday, July 4th, while in 2022, the Fair ended on Monday, July 4th. In 2024, July 4th is on a Thursday, and the Fair will operate Wednesday, June 12th through Sunday, July 7th. This is the first time, in recent history, that the Fair will start near the middle of June and operate beyond July 4th.

Attendance of the Fair typically starts softer and ramps up to its culmination on July 4th, in part because all schools are out, warmer weather has arrived, and, as everyone knows, the Fair has a finite end date every year, creating a "fear of missing out."

Process/Approach:

Board sets the annual San Diego County Fair dates and approves each year's theme.

Recommendation:

The Committee recommends the approval of the 2025 and 2026 San Diego County Fair themes that will be presented with the following tentative dates, pending analysis of the 2024 Fair:

2025: June 11 through July 6

2026: June 10 through July 5

Environmental/Coastal Commission Review:

None.

Fiscal Impact:

The San Diego County Fair is the largest net-revenue contributor of District's operations, and much of the enjoyment by patrons each year is connected to the theme experience, as demonstrated through previous years' survey results.



Item 6-E, Finance Committee Report

Background

The included preliminary financial reports are through February 29, 2024, and are subject to change as the 22nd District Agricultural Association (District) works to review and close out the 2023 financial year. A final report will be available upon final preparation and completion of the CDFA required 2023 Statement of Operation (STOP).

The Balance Sheet is consolidated with District, State Race Track Leasing Commission, and Del Mar 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 services and activities.

Executive Summary

Balance Sheet:

Data for fiscal years 2022 and 2023 is included for comparison purposes to the current year, 2024. This information is subject to change as District continues to work through final reconciliation of all asset and liability accounts in preparation for the end of year closeout.

- Assets:
 - **Total Cash and Cash Equivalents.** The unrestricted cash position continues to remain strong. Notable is the increase to the operating **Cash** position over 2023.

- **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, 3) the minimum cash balance requirement for District (also one year's debt obligation), and 4) when applicable, surplus funds contributed that revert to District. 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:
 - **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.
- Footnotes:
 - **Footnote 7** has been updated to reflect approximate balances of Long Term Debt obligations as of the first of the year. This information is updated annually.

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 will be 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 2024 Operating Budget goals.

The overall activity for the month of February was slightly lower than forecast mainly due to timing differences of revenue or cost elements when compared to the budgeted amounts. For the year, including February, overall activity has exceeded forecasts, in part, due to receiving New Fair Funds (AB1499) in the amount of \$1,484,500 in January which were unanticipated at the time the budget was developed and approved. District will utilize the New Fair Funds for a portion of the capital expenditure items this year.

- Revenues:
 - **Total Operating Revenues** for the month were lower than expectations by 44%, or \$898,000, due to a timing difference for the Seaside Equestrian Tour revenues. Revenues for this event were budgeted for the month of February and were recognized in the month of January, as noted in the previous variance analysis report. For the year, total operating revenues are lower than forecast by 7% or \$231,000.
 - **Concessions revenues** fell short of expectations for the month of February by 31%, or \$135,000. The Sound had five events during the month, whereas the forecast assumed seven. For the year, concessions revenues are lower than forecast by 41%, or \$347,000.
 - **Facility Rentals Revenues** were lower than the forecast for the month of February by 66% or \$740,000. See Total Operating Revenues above for further explanation. For the year, this element is higher than forecast by nearly 7%, or \$91,000.
 - **Parking Revenues** exceeded the forecast for the month of February by 3% or \$9,000 as compared to the forecasted amounts. For the year, this element is higher than forecast by 9%, or nearly \$63,000.
- Expenses:
 - **Total Operating Expenses** were lower than expectations by 26%, or nearly \$781,000 for the month of February. For the year, total operating expenses are lower than forecast by nearly 25% or \$1,530,000.
 - **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. For the month of February, District is trending lower by 9%, or \$108,000, than the budgeted amount. For the year, this element is lower than the budget by 11%, or \$272,000.
 - **Professional Services** consists of a multitude of services, the largest being food and beverage. The actual timing of expenditures in this category may differ from the monthly budgeted amounts, resulting in variances between the months during the year. For the month of February, this category is trending lower than forecast by 54%, or \$598,000. For the year, this category is lower than the budget by nearly 43%, or \$918,000.

- **Food and Beverage Expenses** are trending below budget by 21%, or \$119,000, for the month in large part due to lower actual number of events at The Sound as compared to the forecast. For the year, this element is lower than the budget 20% or \$223,000.

End of Year Closeout and 2023 CDFA Statement of Operations

The Statement of Operations is the end-of-year financial report required by the California Department of Food and Agriculture (CDFA), typically near the end of March. The 2023 Statement of Operations was submitted to CDFA on April 5, 2024.

UNAUDITED FINANCIAL STATEMENTS

Unaudited Financial Statements

22nd DAA Consolidated Balance Sheet (DAA, RTA, RTLC) As of February 29, 2024

	2024	2023	2022
Assets			
Cash	\$ 34,966,527	\$ 29,404,218	\$ 20,873,664
Restricted Cash - JLA	57,551	44,874	24,048
1 Restricted Cash - F&B Equipment Fund	51,157	119,538	338,980
2 Restricted Cash - RTA	12,958,979	14,437,990	11,320,110
Total Cash and Cash Equivalents	48,034,214	44,006,619	32,556,803
Accounts Receivable	2,059,767	1,141,304	5,627,223
Prepaid Expenses	273,927	341,588	480,538
3 Deferred Outflows Pension	5,298,571	5,298,571	5,298,571
Total Current Assets	7,632,265	6,781,462	11,406,331
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	197,145,152	197,145,152	197,083,247
Equipment	38,788,827	38,418,745	37,989,227
Capital Projects in Process	33,599,806	30,668,665	30,572,953
Accumulated Depreciation	(186,556,962)	(182,181,824)	(175,021,656)
Total Capital Assets	117,988,721	119,062,637	125,635,670
Total Assets	\$ 173,655,200	\$ 169,850,718	\$ 169,598,804
Liabilities			
Accounts Payable	6,783,127	5,851,811	6,499,926
Payroll Liabilities	1,072,018	591,252	226,812
Accrued Liabilities	1,949,253	1,913,994	2,125,292
Other Current Liabilities	1,738,975	1,823,274	3,006,897
5 Deferred Revenue	1,109,274	1,683,723	4,821,161
4 Current Long Term Debt	3,406,675	3,133,355	4,270,797
6 Accrued Employees Leave Liabilities	1,372,992	1,294,487	1,237,777
7 Long Term Debt	56,835,255	61,448,807	63,962,267
Reserve - F&B Equipment Fund	915,597	614,692	346,375
Reserve - JLA	36,607	36,607	16,305
3 Pension Liability	40,168,698	39,964,323	39,761,735
3 Deferred Inflows - Pension	1,754,199	1,754,199	1,754,199
Total Liabilities	117,142,670	120,110,524	128,029,542
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	11,783,919	(5,921,909)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	52,410,834	52,410,834	34,705,006
Net Proceeds from Operations	4,101,696	(2,670,639)	6,864,256
Total Net Resources	56,512,529	49,740,194	41,569,262
Total Liabilities and Net Resources	\$ 173,655,200	\$ 169,850,718	\$ 169,598,804

- 1- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.
- 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 reporting period.
- 4- Current portion of long-term debt due within the next 12 months.
- 5- Advance payments for events/activities in the future.
- 6- Due to employees at time of separation for paid leave balances.
- 7- RTA Bonds \$30.7M; Ibank WQI \$6.6M; Ibank Sound \$13.3M; Premier \$1.5M; Energy Efficiency \$3.1M; CalPers SB84 \$1.6M.

UNAUDITED FINANCIAL STATEMENTS

22nd DAA Income Statement For the Period Ending February 29, 2024 DAA

	February 2024			Year-to-Date			Full 2024
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	16	0	16	16	0	16	13,649,053
Concessions Revenue	311,314	443,397	(132,083)	526,387	870,850	(344,463)	53,102,000
Food & Beverage Contract	301,565	436,497	(134,932)	509,551	856,950	(347,399)	27,994,405
Facility Rentals Revenue	378,636	1,119,068	(740,433)	1,504,352	1,413,126	91,226	8,896,646
Surf & Truf	121,960			215,241			
Leases Revenue	43,953	47,801	(3,848)	87,737	95,434	(7,697)	577,851
Program Revenues	424,491	446,065	(21,574)	893,009	863,260	29,749	8,599,861
Parking	346,090	337,065	9,025	735,450	672,760	62,690	7,303,861
Participation Fees	19,758	52,500	(32,742)	41,638	80,000	(38,362)	335,000
Satellite Wagering	58,643	56,500	2,143	115,921	110,500	5,421	488,500
OPERATING REVENUE TOTALS	1,158,409	2,056,331	(897,922)	3,011,501	3,242,670	(231,169)	84,825,411
Contributions	5,100	4,600	500	1,494,200	9,200	1,485,000	2,273,110
Government Funding	0	0	0	1,484,500	0	1,484,500	0
Sponsorships	4,600	4,600	0	9,200	9,200	0	2,269,610
Other Non-Operating Revenue	16,862	7,491	9,371	37,369	17,332	20,037	1,258,512
Reimbursed Costs	60,571	53,907	6,664	162,399	92,514	69,885	1,412,314
NON-OPERATING REVENUE TOTALS	82,533	65,998	16,535	1,693,969	119,046	1,574,923	4,943,936
TOTAL REVENUE	1,240,942	2,122,329	(881,387)	4,705,469	3,361,716	1,343,753	89,769,347
EXPENSES							
Payroll & Related Expense	1,118,375	1,226,419	108,044	2,153,976	2,426,090	272,114	20,471,458
Professional Development	1,779	52,775	50,996	30,616	128,984	98,368	354,509
Professional Services Expense	501,309	1,099,499	598,190	1,227,261	2,144,779	917,518	35,271,131
Food & Beverage Expense	438,798	557,770	118,972	875,947	1,099,073	223,126	21,081,505
Insurance Expense	139,489	69,019	(70,470)	277,130	135,811	(141,319)	1,877,800
Facility & Related Expense	322,548	268,999	(53,549)	619,875	709,479	89,604	6,967,696
Equipment & Small Wares	0	0	0	0	70,000	70,000	330,000
Telephone & Internet	8,125	8,204	79	15,723	16,408	685	101,998
Repairs & Maintenance	55,103	61,941	6,838	86,717	145,882	59,165	748,456
Utilities	256,826	190,000	(66,826)	505,130	460,000	(45,130)	4,020,000
- Electricity	159,145	-	-	307,926	-	-	-
- Water	710	-	-	1,618	-	-	-
Supplies Expense	47,773	174,262	126,489	188,708	461,832	273,124	1,740,934
Marketing & Related Expense	985	26,000	25,015	1,620	40,500	38,880	1,499,150
Program Expenses	22,841	63,181	40,340	62,271	141,458	79,187	16,939,508
Prizes & Premiums	0	0	0	(1,203)	0	1,203	0
Other Operating Expense	90,219	97,515	7,296	182,633	184,297	1,664	2,937,616
Bank & Service Fees	19,505	15,550	(3,955)	40,558	31,367	(9,191)	2,064,546
Interest Expense	70,832	70,965	133	141,663	141,930	267	841,570
OPERATING EXPENSE TOTALS	2,243,539	3,024,894	781,355	4,713,473	6,244,246	1,530,773	87,705,293
Other Non-Operating Expense							
Prior Year Expense	1,711	0	(1,711)	2,939	0	(2,939)	0
NON-OPERATING EXPENSE TOTALS	1,711	0	(1,711)	2,939	0	(2,939)	0
TOTAL EXPENSE	2,245,250	3,024,894	779,644	4,716,412	6,244,246	1,527,834	87,705,293
NET INCOME (LOSS)	(1,004,308)	(902,565)	(101,743)	(10,942)	(2,882,530)	2,871,588	2,064,054

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

Note1: Government funding of AB-1499 was unanticipated; these funds are reserved for CAPX.

Food & Beverage Report Feb-24

February 2024 Food Service Revenues were \$301,565. Budgeted Revenues for February 2024 were \$434,550

Net distribution to the District for February 2024 was (\$137,211) or -45.5%. Budgeted distribution for February 2024 was (\$118,220) or -27.2%.

Year-to-date 2024 distribution to the District is (\$363,392) or -71.3%. The budgeted distribution for YTD 2024 was (\$241,197) or -28.3%.

Feb-24	2024 ACTUAL	%	2024 BUDGET	%	2023 ACTUAL	%
TOTAL REVENUE	301,565	100.0%	434,550	100.0%	347,262	100.0%
TOTAL COGS	39,824	13.2%	87,357	20.1%	31,371	9.0%
GROSS MARGIN	261,741	86.8%	347,193	79.9%	315,891	91.0%
TOTAL PAYROLL	339,563	112.6%	387,591	89.2%	283,065	81.5%
OPERATING EXPENSES	78,991	26.2%	94,710	21.8%	90,935	26.2%
NET PROFIT	(156,812)	-52.0%	(135,109)	-31.1%	(58,109)	-16.7%
CLIENT DISTRIBUTION	(137,211)	-45.5%	(118,220)	-27.2%	(50,846)	-14.6%

YTD	2024 ACTUAL	%	2024 BUDGET	%	2023 ACTUAL	%
TOTAL REVENUE	509,551	100.0%	852,876	100.0%	493,515	100.0%
TOTAL COGS	70,756	13.9%	171,119	20.1%	81,427	16.5%
GROSS MARGIN	438,795	86.1%	681,757	79.9%	412,088	83.5%
TOTAL PAYROLL	684,538	134.3%	761,002	89.2%	550,204	111.5%
OPERATING EXPENSES	169,562	33.3%	196,409	23.0%	155,770	31.6%
NET PROFIT	(415,305)	-81.5%	(275,654)	-32.3%	(293,886)	-59.5%
Y-T-D CLIENT DISTRIBUTION	(363,392)	-71.3%	(241,197)	-28.3%	(257,151)	-52.1%

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


State of California
 Department of Food & Agriculture
 Fairs & Expositions Branch
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2023 Statement of Operations

STATEMENT OF OPERATIONS - OPERATING FUND	Reference	Account Number(s)	Jan 1 to Dec 31, 2023
TOTAL NET RESOURCES, January 1			
Net Resources-Unrestricted	Prior Year	29100	\$2,590,711
Unrestricted Net Position-Pension	Prior Year	29400	(\$36,385,664)
Net Resources-Restricted	Prior Year	29300	607,289
Net Resources-Capital Assets, Less Related Debt	Prior Year	29000	42,366,706
Prior Year Audit Adjustment(s)	Prior Year	various	0
TOTAL NET RESOURCES, JANUARY 1			9,179,043
RESOURCES ACQUIRED:			
Operating Revenues	from page 2	various	80,491,367
State (Local/Base) Allocation(s) (F&E)	to page 2	31200	0
Training Allocation & Other Fiscal & Admin Assistance (F&E)	to page 2	31300	0
Capital Project Reimbursement Funds	to page 2	31900	58,820
One-time Revenue Sources (fire camp, sale of property, capital project audit adj)	to page 2	32500	
Contributions from Other Gov't (non-F&E) Sources	to page 2	33000	0
<i>Provide description for Other Gov't (non F&E) Contributions:</i>			
Other (e.g. Flex Capital)	to page 2	34000	0
TOTAL RESOURCES ACQUIRED			80,550,188
RESOURCES APPLIED:			
Operating Expenditure	from page 2	various	72,360,217
Depreciation Expense	from page 2	90000	4,327,306
Pension Expense	from page 2	96000	0
OPEB Expense	from page 2	96001	0
TOTAL RESOURCES APPLIED			76,687,523
INCREASE/(DECREASE) IN NET RESOURCES DURING THE YEAR			3,862,665
TOTAL NET RESOURCES, December 31			
Net Resources-Unrestricted	from Sch 1	29100	25,447,063
Unrestricted Net Position-Pension/OPEB	from Sch 1	29400	(36,597,034)
Net Resources-Restricted	from Sch 1	29300	(1,301)
Net Resources-Capital Assets, Less Related Debt	from Sch 1	29000	24,192,978
TOTAL NET RESOURCES, DECEMBER 31			\$13,041,707

Unrestricted Reserve Percentage

35.17%


 Carlene Moore (Apr 5, 2024 15:26 PDT)
 CEO Signature

04/05/2024

Date

N/A



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

State of California
 Department of Food & Agriculture
 Fairs & Expositions Branch
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2023 Statement of Operations

SUMMARY OF OPERATIONS	Reference	Account Number	Jan 1 to Dec 31, 2023
OPERATING REVENUES:			
Admissions to Grounds		41000	\$12,021,025
Industrial and Commercial Space		41500	4,644,498
Carnivals		42100	19,519,320
Concessions		42200	26,013,325
Exhibits		43000	343,706
Horse Show		44000	0
Horse Racing (Fairtime Pari-Mutuel)		45000	1,225,000
Horse Racing (Satellite Wagering)		45005	513,629
Fair Attractions		46000	
Motorized Racing		46109	
Interim Attractions		46009	
Miscellaneous Fair		47000	7,758,076
Miscellaneous Non-Fair Programs		47005	82,637
Interim Revenue		48000	4,971,735
Prior Year Revenue Adjustment		49000	14,056
Other Operating Revenue		49500	3,384,362
TOTAL OPERATING REVENUES	to page 1		80,491,367
OPERATING EXPENDITURES:			
Administration		50000	11,463,248
Maintenance & General Operations		52000	11,400,217
Publicity		54000	2,680,137
Attendance Operations		56000	9,071,256
Miscellaneous Fair		57000	11,054,316
Miscellaneous Non-Fair Programs		57005	16,994,279
Premiums (For Exhibit programs only)		58000	0
Exhibits		63000	2,932,305
Horse Show		64000	0
Horse Races (Fairtime Pari-Mutuel)		65000	0
Horse Races (Satellite Wagering)		65005	0
Fair Entertainment Expense		66000	6,661,727
Motorized Racing		66109	
Interim Entertainment Expense		66009	0
Equipment (Funded by Fair)		72300	180,195
Prior Year Expense Adjustment		80000	(77,950)
Cash (over/under)		85000	488
Other Operating Expense		94000	0
TOTAL OPERATING EXPENDITURES	to page 1		72,360,217
NET OPERATING PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB			\$8,131,151
Depreciation Expense	to page 1 & sch 7	90000	4,327,306
Pension Expense	to page 1	96000	0
OPEB Expense	to page 1	96001	0
NET OPERATING PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB			\$3,803,844
State (Local/Base) Allocation	from page 1	31200	0
Training Allocation & Other Fiscal & Admin Assistance (F&E)	from page 1	31300	0
Capital Project Reimbursements	from page 1	31900	58,820
Other Funds (e.g. County, Supplemental, Fiscal Ass't)	from page 1	Various	0
NET PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB			\$8,189,971
PROFIT MARGIN RATIO BEFORE DEPRECIATION, PENSION, OPEB			10%
NET PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB			\$3,862,665
PROFIT MARGIN RATIO AFTER DEPRECIATION, PENSION, OPEB			5%

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

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 Schedule 1

2023 Statement of Operations

STATEMENT OF FINANCIAL CONDITION	Account Number(s)		12/31/2023
ASSETS			
Cash-Unrestricted	11100-11800 *	\$36,141,484	
Cash-Restricted	11000	3,408,734	
Total Cash			39,550,218
Accounts Receivable, Net of Allowance for Doubtful Accounts	13100-13300		2,584,830
Deferred Charges	14300		267,955
Other Assets	14100, 14700-16200		43,942
Property, Plant & Equipment:			
Construction in Progress	19000	1,806,615	
Land	19100	14,751,663	
Buildings & Improvements	19200	82,350,287	
Less Accumulated Depreciation-Buildings & Improvements **	19201	(63,043,069)	
Equipment	19300	11,905,094	
Less Accumulated Depreciation-Equipment **	19301	(1,036,762)	
Leasehold Improvements	19400		
Less Accumulated Depreciation-Leasehold Improvements **	19401		
Total Property, Plant & Equipment			110,813,658
Total Accumulated Depreciation			(64,079,832)
Net Property, Plant & Equipment			46,733,827
Intangibles:			
Computer Software, Land Use Rights, Patents, Copyrights, Trademarks, etc.	19500		
Less Accumulated Amortization **	19501		
Non-Amortizable Intangible Assets	19600		
Net Intangibles			0
Total Assets			\$89,180,772
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Outflows of Resources - Pension	16000	4,955,307	
Deferred Outflows of Resources - OPEB	16001	343,264	
Total Deferred Outflows of Resources			5,298,571
Total Assets & Deferred Outflow of Resources			\$94,479,343
LIABILITIES			
Insurance Fees Payable	21100		\$0
Accounts Payable	21200 & 21250		7,967,497
Payroll Liabilities	22100-22600		786,788
Deferred Revenue	22800		2,144,705
Other Liabilities	23000		2,781
Guaranteed Deposits	24100		
Compensated Absences Liability	24500		1,361,019
Long Term Debt (current and long-term portions)	25000		27,235,950
Net Pension Liability	26000		35,819,715
Net OPEB Liability	26001		4,321,690
Total Liabilities			\$79,640,146
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflows of Resources - Pension	25600	1,008,323	
Deferred Inflows of Resources - OPEB	25601	745,876	
Total Deferred Inflows of Resources			1,754,199
Total Liabilities & Deferred Inflow of Resources			\$81,394,345
NET RESOURCES			
Junior Livestock Auction Reserve	25100		43,292
Total Net Resources (without JLA Reserve):			
Net Resources-Unrestricted	29100	25,447,063	
Unrestricted Net Position-Pension/OPEB	29400	(36,597,034)	
Net Resources-Restricted	29300	(1,301)	
Net Resources-Capital Assets, Less Related Debt	29000	24,192,978	
Total Net Resources (without JLA Reserve):			\$13,041,707
Total Net Resources			\$13,084,999
Total Liabilities & Net Resources & Deferred Inflow of Resources			\$94,479,343
Debt ratio (total liabilities/total assets)			89%
Ratio of Leave Liability Covered by Cash***			26.55
Debt-to-equity ratio (total liabilities/total net resources)			609%

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

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

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

Fair Name: San Diego County Fair / 22nd DAA
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2023 Statement of Operations

2022 FAIR STATISTICS

GROUPS ADMISSIONS	Price per Ticket	Number of Tickets	Amount
PAID ADMISSIONS:			
Gate Admissions	\$15.78	781,603	\$12,337,386
			0
			0
			0
Discounted Admissions			0
Season Passes		0	0
Sponsorship Passes		21,908	0
Exhibitor Passes		29,285	0
Livestock Passes		29,285	0
TOTAL PAID ADMISSIONS		862,081	\$12,337,386
FREE ADMISSIONS:			
Courtesy Pass Admissions		81,428	
Credential Admissions		101,806	
Children under 12 Admitted Free		18,061	
Misc Credentials		76,753	
Children under 6 Admitted Free		36,296	
TOTAL FREE ADMISSIONS		314,344	
TOTAL ADMISSIONS TO FAIRGROUNDS (Account 41000)		1,176,425	\$12,337,386
Cash over/under (Account 85000)			\$0

Courtesy Pass Admissions as Percent of Prior Year Gross Paid Admissions

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

Courtesy pass admissions - current year	81,428
Total number of paid admissions - prior year	756,213
Percent	10.8%

PARKING REVENUE	NUMBER	PRICE	TOTAL REVENUE	% PAID TO
Fairtime (Account 47100)	89,502	\$15.00	\$1,342,530	
	94,860	\$20.00	1,897,200	
	11,987	\$50.00	599,350	
	13,224	\$10.00	132,240	
			0	
			0	
			0	
TOTAL Account 47100	209,573		\$3,971,320	

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

State of California
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2023 Statement of Operations

Permanent Positions on Payroll for 2023

Total # of Permanent Positions (see below) 79

Expenditure Classification		Total Number of Months	Pay Rate		Total Per Account		Compensated Leave Liability
Civil Service Class Title			Amount	Per	Acct No.	Account Totals	
1	ACCOUNTING ADMINISTRATOR I (SUPERVISOR)	12	9,645.05	mon	510501	115,741	7,783
1	ACCOUNTING ADMINISTRATOR II	12	10,601.85	mon	510501	127,222	15,483
1	ACCOUNTING ANALYST	12	4,424.00	mon	510501	53,088	2,146
1	Accounting Analyst	9	4,375.00	mon	510501	39,375	0
1	Accounting Analyst	3	3,895.00	mon	510501	11,685	0
1	ADMINISTRATIVE ASSISTANT I	12	5,768.00	mon	510501	69,216	2,190
1	ADMINISTRATIVE ASSISTANT I	6	4,726.00	mon	510501		535
1	ADMINISTRATIVE ASSISTANT I	12	5,180.00	mon	510501	62,160	6,873
1	ASSOCIATE ACCOUNTING ANALYST	12	5,967.00	mon	510501	71,604	1,213
1	ASSOCIATE GOVERNMENTAL PROGRAM ANALYST	12	6,212.00	mon	510501	74,544	32,573
1	ASSOCIATE GOVERNMENTAL PROGRAM ANALYST	12	6,726.00	mon	510501	80,712	972
1	AUDIO-VISUAL SPECIALIST (TECHNICAL)	12	6,907.00	mon	510501	82,884	33,410
1	Audio-Visual Specialist (Technical)	12	6,907.00	mon	510501	82,884	0
1	CEA	12	12,980.40	mon	510501	155,765	13,522
1	CEA	8	13,460.40	mon	510501	107,683	8,257
1	CEA	12	14,168.40	mon	510501	170,021	58,492
1	CUSTODIAN I	12	3,924.00	mon	510501	47,088	2,633
1	CUSTODIAN I	12	3,630.00	mon	510501	43,560	4,850
1	CUSTODIAN I	12	3,630.00	mon	510501	43,560	1,941
1	ELECTRICIAN II	12	6,663.00	mon	510501	79,956	0
1	EQUESTRIAN CENTER MANAGER	12	9,195.40	mon	510501	110,345	24,649
1	EVENT COORDINATOR-DAA	12	5,745.00	mon	510501	68,940	694
1	EVENTS SERVICES SUPERVISOR	12	6,944.00	mon	510501	83,328	26,571
1	EVENTS SERVICES SUPERVISOR	12	6,944.00	mon	510501	83,328	6,443
1	EVENTS SERVICES SUPERVISOR	12	6,944.00	mon	510501	83,328	46,259
1	EVENTS SERVICES SUPERVISOR	12	5,868.00	mon	510501	70,416	1,035
1	EXECUTIVE ASSISTANT	12	5,583.00	mon	510501	66,996	22,113
1	EXHIBIT SUPERVISOR	12	7,985.60	mon	510501	95,827	14,164
1	EXHIBIT WORKER-CMSI	12	4,810.00	mon	510501	57,720	830
1	GRAPHIC DESIGNER III	12	7,417.00	mon	510501	89,004	28,147
1	HEAVY EQUIPMENT MECHANIC	12	6,276.00	mon	510501	75,312	29,143
1	INFORMATION TECHNOLOGY SPECIALIST I	12	9,932.00	mon	510501	119,184	26,448
1	INFORMATION TECHNOLOGY SPECIALIST I	12	9,932.00	mon	510501	119,184	38,386

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

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 Fairs & Expositions Branch
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2023 Statement of Operations

Permanent Positions on Payroll for 2023

Total # of Permanent Positions (see below) 79

Expenditure Classification		Total	Pay Rate		Total Per Account		
Civil Service Class Title		Number of Months	Amount	Per	Acct No.	Account Totals	Compensated Leave Liability
1	LEAD SECURITY GUARD	12	3,925.00	mon	510501	47,100	15,701
1	LEAD SECURITY GUARD	12	3,925.00	mon	510501	47,100	6,162
1	Maintenance & Ops Sup II	8	9,571.20	mon	510501	76,570	0
1	MAINTENANCE & OPS SUP II	12	6,359.00	mon	510501	76,308	6,422
1	MAINTENANCE & OPS SUP II	12	5,856.00	mon	510501	70,272	51,584
1	MAINTENANCE MECHANIC	12	6,067.00	mon	510501	72,804	34,496
1	MAINTENANCE MECHANIC	12	5,949.00	mon	510501	71,388	14,646
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,812.00	mon	510501	57,744	2,334
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,812.00	mon	510501	57,744	134
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,179.00	mon	510501	50,148	288
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,812.00	mon	510501	57,744	0
1	Maintenance Worker, District Fairs	7	4,672.00	mon	510501	32,704	0
1	Maintenance Worker, District Fairs	6	4,672.00	mon	510501	28,032	0
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,812.00	mon	510501	57,744	5,756
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,179.00	mon	510501	50,148	4,278
1	MAINTENANCE WORKER, DISTRICT FAIRS	12	4,812.00	mon	510501	57,744	5,083
1	MARKETING SPECIALIST	12	7,815.00	mon	510501	93,780	5,154
1	PERSONNEL TECHNICIAN I	12	4,743.00	mon	510501	56,916	582
1	PLUMBER I	9	5,311.00	mon	510501	47,799	1,089
1	SECRETARY-MANAGER VII, DAA	12	18,783.75	mon	510501	225,405	50,476
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	17,767
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	28,487
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	12,475
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	13,585
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	10,598
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	14,821
1	SECURITY GUARD	12	3,736.00	mon	510501	44,832	3,788
1	SECURITY GUARD	12	3,290.00	mon	510501	39,480	2,031
1	SERVICE ASSISTANT (MAINTENANCE)	12	3,690.00	mon	510501	44,280	5,815
1	SR PERSONNEL SPECIALIST	12	6,689.00	mon	510501	80,268	10,932
1	STAFF SERVICES MANAGER I	12	9,657.70	mon	510501	115,892	26,662
1	STAFF SERVICES MANAGER I	12	9,657.70	mon	510501	115,892	44,178
1	STAFF SERVICES MANAGER I	12	9,657.70	mon	510501	115,892	51,005

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

State of California
 Department of Food & Agriculture
 Fairs & Expositions Branch
 STOP-01 (Rev. 01/23)
 Schedule 6

2023 Statement of Operations

Permanent Positions on Payroll for 2023

Total # of Permanent Positions (see below) 79

Expenditure Classification		Total	Pay Rate		Total Per Account		
Civil Service Class Title		Number of Months	Amount	Per	Acct No.	Account Totals	Compensated Leave Liability
1	STAFF SERVICES MANAGER I	12	9,154.00	mon	510501	109,848	7,324
1	STAFF SERVICES MANAGER I	12	6,760.00	mon	510501	81,120	0
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,197.20	mon	510501	134,366	31,894
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,197.20	mon	510501	134,366	42,716
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,197.20	mon	510501	134,366	38,369
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,197.20	mon	510501	134,366	45,721
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,197.20	mon	510501	134,366	9,087
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,197.20	mon	510501	134,366	101,889
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	9,858.00	mon	510501	118,296	50,466
1	SUPERVISING ENVIRONMENTAL PLANNER	12	13,551.60	mon	510501	162,619	9,266
1	TELECOM SYSTEMS MANAGER I (SUPERVISOR)	12	10,205.10	mon	510501	122,461	80,237
1	TRACTOR OPERATOR-LABORER	12	5,097.00	mon	510501	61,164	37,602
1	WAREHOUSE WORKER	12	4,163.00	mon	510501	49,956	2,363
							1,361,019

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

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

State of California
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 Schedule 7

2023 Statement of Operations

PROPERTY, PLANT & EQUIPMENT ACQUISITIONS & DISPOSITIONS	Reference	Jan 1 to Dec 31,	Jan 1 to Dec 31,
		2023	2023
PROPERTY, PLANT & EQUIPMENT, January 1:	Prior Year		\$108,620,850
ACQUISITIONS OF FIXED ASSETS:			
Land			0
Buildings & Improvements:			
Major Maintenance Projects (MMP)		0	
ADA Projects		0	
Building Improvements		20,418,881	
Land Improvements		1,775,560	
Leasehold Improvements		0	
New Construction		0	
Construction in Progress		1,806,615	
Net Buildings & Improvements			24,001,056
Equipment			542,881
Other Fixed Assets			0
Other (provide description):			0
TOTAL ACQUISITIONS OF FIXED ASSETS			24,543,937
DISPOSITIONS OF FIXED ASSETS (Salvaged, Sold, etc.):			
Land			0
Buildings & Improvements			0
Equipment			0
Other Fixed Assets			22,351,129
Other (provide description):			0
TOTAL DISPOSITIONS OF FIXED ASSETS			22,351,129
PROPERTY, PLANT & EQUIPMENT, December 31			110,813,658
DEPRECIATION:			
Accumulated Depreciation, January 1	Prior Year		59,752,525
Less: A/D on Dispositions of Fixed Assets above			
Less/Add: Prior Year Audit Adjustment			
Add: Annual Depreciation Expense	from page 2		4,327,306
ACCUMULATED DEPRECIATION, December 31			64,079,832
PROPERTY, PLANT & EQUIPMENT, NET OF DEPRECIATION, December 31			46,733,827
DEBT (ASSOCIATED WITH FIXED ASSETS)			22,540,848
NET RESOURCES-CAPITAL ASSETS (less related debt), DECEMBER 31:	To Sch 1		\$24,192,978

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

State of California
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Schedule 9A

2023 Statement of Operations

Employer's Share of Contributions towards Pension Plan

This schedule is only required by DAAs.

Monthly Employer's Contribution (July 1, 2022 - December 31, 2023)

Month	Contributions
Jul-22	209,812.27
Aug-22	157,629.14
Sep-22	157,409.20
Oct-22	167,559.70
Nov-22	153,369.26
Dec-22	147,295.68
Jan-23	155,614.63
Feb-23	159,132.43
Mar-23	166,062.38
Apr-23	178,260.10
May-23	175,207.70
Jun-23	202,757.97
Jul-23	225,601.82
Aug-23	168,014.37
Sep-23	164,215.19
Oct-23	180,454.32
Nov-23	179,568.41
Dec-23	196,049.44
TOTAL	3,144,014.01

Fair Name: San Diego County Fair / 22nd DAA

City: Del Mar

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Schedule 9B

2023 Statement of Operations

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

This schedule is only required by DAAs.

Monthly Employer's Contribution (July 1, 2022 - December 31, 2023)

Month	Contributions
Jul-22	18,396.55
Aug-22	18,376.19
Sep-22	17,952.48
Oct-22	17,998.18
Nov-22	17,409.09
Dec-22	17,170.00
Jan-23	17,182.68
Feb-23	17,104.90
Mar-23	17,132.29
Apr-23	17,566.45
May-23	18,463.67
Jun-23	18,340.81
Jul-23	18,190.69
Aug-23	18,556.42
Sep-23	17,955.81
Oct-23	17,828.05
Nov-23	16,122.25
Dec-23	16,926.14
TOTAL	318,672.65

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

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 JLA

2023 Statement of Operations

STATEMENT OF OPERATIONS - JUNIOR LIVESTOCK AUCTION

DETAIL	Account Number	Jan 1 to Dec 31, 2023
RESOURCES, January 1:	25100	36,607
AUCTION REVENUES:		
Percentage from Auction Sales	47610	31,434
Sponsorships	47620	100
Advertising Sales	47630	0
Reimbursements	47640	0
Prior Year Revenue Adjustment	47650	0
Other (List)	47660	35
TOTAL REVENUES	47600	31,569
AUCTION EXPENDITURES:		
Jr. Livestock BBQ, lunch, dinner, etc.	57620	4,416
Labor Costs	57630	0
Supplies & Expense	57640	3,862
Publicity and Marketing	57650	0
Leases and /or Rentals	57660	0
Fuel & Utilities	57670	0
Prior Year Expenditure Adjustment	57680	0
Other (List)	57690	16,607
TOTAL EXPENDITURES	57600	24,884
NET JLA INCOME		6,684
RESOURCES, December 31:	25100	43,292
INFORMATION ONLY:		
Payment from Buyers / Payment to Sellers (Excluding the percentage retained to offset the expenses)	25200	
Percentage Retained by Fair/Committee		5%

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

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 FLSA

2023 Statement of Operations

FEDERAL LABOR STANDARD ACT (FLSA) RECREATIONAL EXEMPTION

Do NOT include State Funding.

This schedule is only required by DAAs.

Method of determining applicability of recreational exemption:

2023 Monthly Cash Receipts

Month	Cash Receipts
January	800,329
February	1,101,717
March	1,024,417
April	3,377,773
May	4,007,430
June	22,923,031
July	18,539,436
August	9,495,552
September	3,586,944
October	835,502
November	3,342,474
December	1,303,869
TOTAL	70,338,474

Lowest six months	Highest six months
800,329	22,923,031
835,502	18,539,436
1,024,417	9,495,552
1,101,717	4,007,430
1,303,869	3,586,944
3,342,474	3,377,773
TOTALS	61,930,166

Lowest six months/highest six months: 13.6%

If the lowest six months divided by the highest six months is greater than 33.3%, your exemption is lost for 2022.

Overtime should be paid to temporary employees accordingly.



Item 6-E-1, Finance Committee Report – Delegation of Authority for Insurance Renewals

Background:

Under California law, District Agricultural Associations (DAAs) are required to carry General Liability insurance to cover \$25 million per occurrence and to carry Workers Compensation insurance. The 22nd District Agricultural Association (District) also elects to carry other insurance coverage, including Property, Earthquake, Equipment, Crime, and Cyber. Currently, these additional policies expire on April 30th each year.

As a reminder, District made a five-year commitment when it rejoined the California Fairs Service Authority (CFSA) General Liability risk and insurance pool in 2021. As such, there will be no action for the Board to take for General Liability insurance renewal until 2025. Additionally, District rejoined the CFSA Workers Comp pool in 2023, so there will be no action for the Board to take for Workers Comp insurance renewal until 2028.

However, other insurance policies — including Property, Earthquake, Equipment, and Crime — require action and are due to expire on April 30, 2024. Last year, District confirmed that, where available, DAAs are required to obtain insurance services through either CFSA or California Department of General Services Office of Risk and Insurance Management (ORIM). For more information, see the attached letter, dated May 18, 2020, from the California Department of Food and Agriculture.

Though District has been working with the ORIM for the past year, firm quotes are not yet available on the various policies, and CFSA does not offer the additional insurance products.

Process/Approach:

The Board is not scheduled to meet again until May, past the April 30 renewal deadlines. This means that the Board will be unable to vote on new insurance policies in time to ensure coverage.

However, under Section 3965 of the Food & Agricultural Code, the Board has the authority to delegate “to its officers or employees any of the powers that are vested in the board” to “manage the affairs” of District.

Section 3965.1 of the Food & Agricultural Code provides, in part, that the Board “may arrange for and conduct, or cause to be conducted, or by

contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable.”

When read together, these sections authorize the Board to delegate to District officers or employees the authority to enter into contracts on behalf of the District.

Recommendation:

The Committee recommends that the Board delegate authority to Vice President and Finance Committee Chair, Michael Gelfand, to consult with staff to review, select, and procure insurance policies for 2024-2025 and to report back on those selections to the full board at the May meeting.

Environmental/Coastal Commission Review:

None.

Fiscal Impact:

Unknown at this time.



May 18, 2020

D2020-02

To: All DAA CEOs and Board Presidents

Subject: Insurance Coverage Limits – New Requirements

During these challenging times, protection of the fairgrounds, fair staff, and patrons is of utmost importance. This letter outlines new requirements regarding General Liability (GL) insurance coverage limits for all DAAs. The California Department of Food and Agriculture (CDFA) is responsible for providing oversight to the California Fair network, including ensuring the integrity of the Fairs and Exposition Fund (Fund). In order to limit potential impacts to the Fund from the trend of multi-million-dollar jury verdicts in public entity lawsuits, CDFA has determined the need to mandate GL insurance coverage minimums. When DAAs are underinsured the financial risk to the DAA, CDFA and the Fund is increased. The new limits must be made effective the next time each policy is renewed.

Additionally, DAAs may only obtain insurance coverage through the California Fair Services Authority (CFSA) or through the Department of General Services Office of Risk and Insurance Management (ORIM). CFSA and ORIM will make sure all insurance policies are secured from insurance companies with a high rating (i.e., a minimum AM Best rating of A-, VII) to ensure the ability of the insurance carrier to pay any claim that may result.

The following minimum GL insurance coverage limits have been identified after consultation with CFSA, ORIM and representatives from Alliant Insurance Services (insurance brokerage service used by both ORIM and CFSA).

Minimum Insurance GL Coverage Limits:

- Twenty-five million (\$25,000,000) per occurrence in GL insurance, including
- a. Bodily injury and property damage (non-fair-owned property)
 - b. Personal injury
 - c. Public official errors and omissions (coverage must be limited to **Public Officials**; it cannot include officers of nonprofit corporations)
 - d. Employment practices liability (caused by an alleged or actual wrongful act including sexual harassment, wrongful termination, and discrimination)



In addition, DAAs shall ensure that, if available, coverage should include the following categories of activities and events:

- 1) Disease transmission (i.e., E-Coli)
- 2) Terrorism; Athletic Events
- 3) Civil Rights (i.e., First Amendment; Freedom of Expression; Americans with Disability Act)

If you have any questions, please contact:

John Quiroz, Branch Chief – Fairs and Exposition Branch at John.Quiroz@cdfa.ca.gov
Tom Amberson, Risk Department Manager– CFSA at Tamberson@cfsa.org
Carrie Willson, Staff Services Manager DGS – ORIM Carrie.Willson@dgs.ca.gov

Sincerely,



John Quiroz
Branch Chief

cc: Rebecca Desmond, Executive Director, California Fairs Services Authority
Virginia Bolman, Chief, DGS Office of Risk and Insurance Management



Item 6-E-2, Finance Committee – Private Event Sales Program

Background:

The 22nd District Agricultural Association has long rented its facilities at the Del Mar Fairgrounds for consumer and trade shows, ticketed entertainment events, food festivals, and private events such as weddings and fundraisers. Private events are considered those events that are based around food and beverage, not open to the public, and produced by individuals, non-profits, and corporations typically in pursuit of a celebration, fundraiser or employee appreciation rather than as part of a commercial enterprise.

During the COVID-19 pandemic, District augmented its consumer and trade show rental program and ceased operation of its private events program. Since the lifting of pandemic restrictions, consumer and trade show event rentals have come roaring back. However, private event rentals have not yet returned to pre-pandemic levels.

District proposes to revive the private events program, which will provide the added benefit of creating an additional revenue source during the “shoulder season” — when the San Diego County Fair and the Del Mar Thoroughbred Club live race meets are not occurring — but through a new business model and approach.

Additionally, District will be bringing back its group catering sales program during the San Diego County Fair. Through this program, businesses and organizations can host employee or customer appreciation lunches, happy hours, and similar events at the San Diego County Fair.

Process/Approach:

The proposal is to reprise private event rentals at District facilities through the relationship and partnership with ASM Global’s Premier Food Services, District’s contracted food-and-beverage provider. Partnering with ASM Global is a common-sense approach as the arrangement requires no additional District resources; ASM Global has a nationwide private event sales

program, from which Premier will benefit, that has proven successful across the entire ASM portfolio.

On behalf of District, ASM Global has conducted research on the San Diego-area market of private event offerings to ensure pricing is affordable yet competitive for this segment. Premier Food Services has also hired an experienced, commission-based salesperson who will help generate catering revenue for its business and, in turn, revenue for District. Full-service event support is offered by Premier, in recognition of the fact that many of these individuals, organizations and corporations do not employ these types of services on a regular basis.

This same model can be applied to the Group Sales Program during the Fair. The primary difference is that clients will not be charged for the space, simply paying for admission, parking and, optionally, carnival digital tickets. Premier will contract with clients to purchase a food-and-beverage package customized to their unique needs. This will create a new revenue stream during District's largest annual event.

A presentation of the program will be provided during the April Board meeting.

Recommendation

The Committee recommends approval of the Del Mar Premier Events program facility rental fees that accompany this report.

Fiscal Impact

In 2024, ASM Global projects a net income of \$345,000 for District with a forecast to double the following year.

ASM Global/Premier Proposed Room Rental Fee Schedule



OUTDOOR VENUES	SQ FT	CAPACITY	BANQUET	RENTAL FEE \$25,000 F&B Min
Paddock Green	30,000	2,500	700	\$10,000
Turf Courtyard	7,500	600	200	\$4,500
Plaza De Mexico	22,000	1,000	800	\$7,500
Grandstand	varies	16,000	varies	custom
Infield & Pavilion	varies	3,500	800	custom

CONCERT VENUE				RENTAL FEE \$25,000 F&B Min
The Sound	19,000	1,900	350	\$30,000

INDOOR BANQUET HALLS				RENTAL FEE \$20,000 F&B Min
Mission Tower	13,200	1,100	800	\$7,500
Activity Center	20,000	2,200	1,200	\$10,000
Turf Club	6,200	450	275	\$4,000
Director's Room	2,400	150	100	\$2,000

ROOFTOP SKYBOXES				RENTAL FEE \$15,000 F&B Min
Seabiscuit & Patio	2,400	200	120	\$4,000
Equus & Patio	2,700	400	160	\$5,000
Native Diver, Star Fiddle, or Ancient Title		120	120	\$3,000

- Sliding Scale rental fee reductions applied for high F&B spends
- Adding rental fee to Plaza De Mexico and Turf Courtyard
- Price varies \$5K - \$30K based on seasonal availability and event's scope – determined by Belly Up



Item 6-E-3, Finance Committee Report – Hacienda Room Renovation

Background:

In 2019, to accommodate the renovation of Surfside into an indoor entertainment venue, now known as The Sound, the 22nd District Agricultural Association (District) moved its Off-Track Betting (OTB), or satellite wagering, operation out of Surfside. Over the years, OTB has continued to be relocated around the Del Mar Fairgrounds at various times to accommodate events and horse racing activities. Most recently, OTB has been housed in Mission Tower in the fall and winter. During the spring, due to climate control issues, OTB moves to Hacienda Room within the Grandstand in the spring through the end of the San Diego County Fair.

In total, OTB contributes over \$400,000 annually to District operations.

However, OTB's seasonal operations in Mission Tower limit other potential activities in the building. Mission Tower is a highly desired indoor facility for many private events. It is the only carpeted and climate-controlled space at the Fairgrounds and boasts 13,000 square feet and a 650-1,000 person capacity, depending on event configuration. It also has built-in bar areas and restroom facilities and can host a variety of events. This includes banquet-style events with round tables and a stage and dance floor and corporate meeting, theater-style events with a stage for presentations. Additionally, Mission Tower has air walls that can divide the room in half or fourths, depending on the need. Prior to the pandemic, Mission Tower was a popular meeting room and indoor special event space in the region.

To realize the full revenue potential of the proposed Del Mar Premier Events Private Events Sales Program (Program), Item 6-E-2, it is necessary for Mission Tower to be part of the available meeting room inventory year-round (except during the San Diego County Fair and live race meets). Premier Food Services projects that Mission Tower alone will net \$188,000 for District in the first full year of the Program's operation.

A renovation of Hacienda Room would allow the space to accommodate OTB year-round, freeing up Mission Tower for the Program.

Process/Approach:

Currently, Hacienda Room is not conditioned with climate control and, given the open-air nature of the Grandstand, gets extremely cold and uncomfortable for guests in the fall and winter months.

To resolve climate-control issues in Hacienda Room, three separate split units will be ducted above the ceiling with overhead ventilation. The units will sit outside the Hacienda Room with cages for their protection. The renovation budget is estimated

at \$100,000, which includes the costs of design, approvals, project management, labor, and materials.

Recommendation:

Following the Board's consideration and vote on the rental rates for the Program, the Committee recommends approval of the Hacienda Room Renovation, not to exceed \$100,000.

Environmental/Coastal Commission Review:

None at this time.

Fiscal Impact:

Additional capital expenditure not to exceed \$100,000 in 2024. This investment will be offset by the first year of Program operation in Mission Tower, providing a net of \$88,000 to District in year one.



Item 6-E-4, Finance Committee Report – 2024 Operating Budget Adjustment

Background:

At the meeting of January 9, 2024, the 22nd District Agricultural Association (District) Board of Directors (Board) approved the 2024 Operating Budget, which included the following payroll assumptions and attached Civil Service and Seasonal Classification Wages planned for the year.

Excerpt from Item 6-A-D, 2024 Operating Budget, presented at the January 9, 2024 Board meeting:

Payroll includes wages for three employment categories at District – Civil Service, Seasonal, and Temporary – and all related taxes, benefits, retirement, and workers compensation insurance. This budget anticipates filling 21 full-time Civil Service and 17 Seasonal positions during the first half of the year. Four of the 21 full-time positions have already been filled since January 1, 2024.

Under Food and Agricultural Code section 3953, District Agricultural Associations are state institutions. As a state institution, District is required to participate in and follow CalHR policies for all Civil Service and Seasonal employees of District, including participating in the state’s CalPERS pension program. Civil Service and Season employees of District are recipients of the same benefits as all other civil service employees of the State of California.

Civil Service employment is for full-time positions as defined in the Classification system through CalHR and consists of exempt and represented employees. Salaries, pensions, and benefit rates are determined by CalPERS and CalHR.

Seasonal employment is offered for a limited group of non-testing Classifications, including Maintenance Aide, Park Aide, and Senior Park Aide. Employees in this category can work up to 1,500 hours per year, participate in CalPERS retirement, and earn vacation and sick leave on a pro-rated basis for hours worked. Wages, pensions, and benefit rates are determined by CalPERS and CalHR.

Process/Approach:

District has taken a responsible approach to its regrowth following the pandemic, first identifying and prioritizing key positions to fulfill while pursuing net revenues to

sustain those positions. Over the past three years, while District has made progress in filling Civil Service vacancies, the job market remains fiercely competitive, and the availability of qualified candidates has consistently fluctuated. Staff is seeking the ability to be more flexible in pursuit of its long-range staffing goals.

Though California Department of Food and Agriculture's guidance to all DAA Boards is to approve line items for salaries in the annual budget, the post-pandemic job market combined with District needs has resulted in an extraordinary time that calls for a more nimble and robust approach.

Recommendation:

The Committee recommends that the Board authorize CEO Moore to open additional Civil Service classifications beyond those originally approved in the 2024 Operating Budget in pursuit of the long-range staffing goals, provided fulfillment of openings does not exceed the budget of \$8,034,125 for Civil Service and Seasonal Classification Wages.

Environmental/Coastal Commission Review:

None.

Fiscal Impact:

None.

**2024 Operating Budget
Civil Service and Seasonal Classification Wages**

Civil Service or Seasonal Classification	Goal #	Current #	# Openings	Budget
Accounting Administrator I (Supervisor)	1	1	0	\$ 117,992
Accounting Administrator II	1	1	0	\$ 129,686
Accounting Analyst	2	1	1	\$ 108,234
Administrative Assistant I	4	3	1	\$ 244,955
Associate Accounting Analyst	2	1	1	\$ 145,984
Associate Governmental Program Analyst	3	2	1	\$ 228,565
Audio-Visual Specialist (Technical)	2	1	1	\$ 171,524
Carpenter I	1	0	1	\$ 49,258
CEA, Level A	3	3	0	\$ 489,208
Custodian I	4	3	1	\$ 158,490
Deputy Manager I	2	1	1	\$ 140,940
Electrician II	2	1	1	\$ 141,050
Equestrian Center Manager	1	1	0	\$ 112,486
Event Coordinator-DAA	3	1	2	\$ 172,136
Events Services Supervisor	4	4	0	\$ 374,798
Exhibit Supervisor	1	1	0	\$ 97,692
Exhibit Worker-CMSI	1	1	0	\$ 58,842
Exposition Assistant III	1	0	1	\$ 31,563
Graphic Designer III	2	1	1	\$ 163,195
Heavy Equipment Mechanic	1	1	0	\$ 76,041
Information Technology Specialist I	2	2	0	\$ 243,004
Lead Security Guard	2	2	0	\$ 92,333
Maintenance & Ops Sup II	3	2	1	\$ 250,286
Maintenance Aide	5	0	5	\$ 148,286
Maintenance Mechanic	2	2	0	\$ 146,992
Maintenance Worker, District Fairs	9	7	2	\$ 498,809
Marketing Specialist	1	1	0	\$ 95,596
Park Aide	8	0	8	\$ 231,840
Personnel Technician I	1	1	0	\$ 76,104
Plumber I	2	1	1	\$ 118,482
Seasonal Clerk	1	0	1	\$ 39,589
Secretary-Manager VII, DAA	1	1	0	\$ 229,777
Security Guard	11	9	2	\$ 399,739
Senior Park Aide	3	0	3	\$ 91,287
Service Assistant (Maintenance)	1	1	0	\$ 45,146
Sr Personnel Specialist	1	1	0	\$ 77,918
Staff Services Manager I	5	4	1	\$ 561,488
Staff Services Manager II (Managerial)	8	7	1	\$ 1,079,402
Supervising Environmental Planner	1	1	0	\$ 157,883
Telecom Systems Manager I (Supervisor)	1	1	0	\$ 124,846
Tractor Operator-Laborer	1	1	0	\$ 61,753
Warehouse Worker	1	1	0	\$ 50,929
Totals	111	73	38	\$ 8,034,125

denotes Seasonal Classifications

STATE RACE TRACK LEASING COMMISSION (SRTLCL)
AGENDA

Wednesday, March 20, 2024
11:00 A.M.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson.

1. **Roll Call**
2. **Approval of Minutes**
 - A. August 14, 2023 (Action) 3-5
3. **Reports** (Informational)
 - 22nd District Agricultural Association Report Verbal
 - Del Mar Thoroughbred Club (DMTC) Report 6-20
4. **Public Comment on Matters Not Appearing on the Agenda**

This item is for Public comment on issues **NOT** on the current Agenda. However, 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. **Recess to convene and hold the Del Mar Race Track Authority meeting**
6. **Reconvene back into open session**
7. **New Business**
 - A. Consideration and vote to exercise the final remaining option of the Del Mar Race Track Operating Agreement under Paragraph 4.1 of that agreement. (Action) 21-65
 - B. Consideration and vote to approve the Breeders' Cup agreement between the Del Mar Thoroughbred Club and the Breeders' Cup (for the 2025 Breeders' Cup event), as required by Paragraph 5.8 of the Operating Agreement (added to the Operating Agreement with adoption of the Second Amendment to the Operating Agreement.) (Action) 66-123
 - C. Consideration and vote for approval of amending the Del Mar Race Track Authority's Joint Exercise of Powers Agreement for the Del Mar Race Track Authority to (1) correct typographical errors in the first and fifth whereas clauses, and (2) replace "employ" with "retain temporary" at Section 3€(5) (Action) 124-140
8. **Adjournment**

<p>DEL MAR RACE TRACK AUTHORITY (RTA) AGENDA</p>

Wednesday, March 20, 2024
11:00 A.M.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson.

1. **Roll Call**

2. **Election of Officers** (Action) 4

3. **Approval of Minutes** 5-7
 - A. August 14, 2023 (Action)

4. **Reports** (Informational)
 - 22nd DAA Financial Report 8-9
 - RTA Financial Report 10-17

5. **Unfinished Business**
 - Update on accounting for assets built or improved upon using bond revenue (Informational) 18
 - A. Consideration and vote on whether to amend the Del Mar Race Track Authority Bylaws to conform to the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority (Action) 19-39
 - a. Section 1.2 Authority Board Members: add “The Authority Board shall consist of the members of the Commission” after the first complete sentence.
 - b. Section 1.3 Office and Place of Meetings: replace “General Manager” with “Chief Executive Officer”; replace “Fairgrounds” with “2260 Jimmy Durante Boulevard”; and replace “Director’s Conference Room” with “Board Room.”
 - c. Section 2.2 President: insert “Per Section 3-E-1 of the Agreement” at the beginning of the first sentence. In the third sentence, insert “of the Authority” immediately after “The President.”
 - d. Section 2.3 Vice President: insert “Per Section 3-E-1 of the Agreement” at the beginning of the first sentence.
 - e. Section 2.4 Secretary: replace “General Manager” with “Chief Executive Officer.”
 - f. Section 2.5 Treasurer: insert “Per Section 3-E-2 of the Agreement” at the beginning of the first sentence and replace “General Manager” with “chief financial officer.”
 - g. Section 2.6 Controller: insert “Per Section 3-E-3 of the Agreement” at the beginning of the first sentence. Replace “Administrative Officer” with “Chief Executive Officer.”
 - h. Section 3.1 Appointment of Employees and Agents: insert “Per Section 3-E-5 of the Agreement” at the beginning of the first sentence. Replace “time to time” with “time-to-time” and replace “employ” with “retain.”

- i. Section 4.1 Regular Meetings: in the first paragraph of Section 4.1, replace “Regular Meetings” section header with “Compliance with the Bagley-Keene Open Meeting Act” section header; replace “Resolution” with “resolution”. In the second paragraph of Section 4.1, replace first sentence with: “Notwithstanding any provision to the contrary contained herein, all meetings of the Authority Board, including without limitation, regular, adjourned regular, special, and emergency meetings, shall be noticed and conducted in accordance with the requirements of the Bagley-Keene Open Meeting Act, codified at California Government Code, sections 11120 et seq.”
- j. Section 4.2 Special Meetings: delete
- k. Section 4.3 Closed Sessions: delete
- l. Section 4.4 Public Hearings: delete
- m. Section 4.6 Meetings to be Open and Public: At the end of Section 4.6, delete “and Section 4.3 of these by-laws.”
- n. Section 4.8 Order of Business: replace “Matters Not Appearing on the Agenda” with “Public Comment on Matters Not Appearing on the Agenda.”

6. New Business

- A. Consideration and vote on whether to approve the 2024 Capital Expenditure project budget funded by the Bond Surplus Account (Action)

40

7. Public Comment on Matters Not Appearing on the Agenda

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

8. Recess, if needed, to allow further State Race Track Leasing Commission actions related to this meeting

9. Adjournment



Item 6-I, General Business – Comprehensive Policies Development & Review

Background:

Beginning in 2023, the 22nd District Agricultural Association (District) embarked on a comprehensive process to review, revise, and develop policies for the organization. This is a lengthy process that involves (1) the solicitation of input from the appropriate Board committees, and (2) the presentation and discussion of draft policies to the Board and public during regularly scheduled public meetings.

The Board's authority to establish policies is derived from Food & Agricultural Code, Section 4051(a)(7), which authorizes District Agricultural Associations (DAAs) to "make or adopt all necessary orders, rules, or regulations for governing the activities of the association." Section 4051(a)(7) also provides that when a District Agricultural Association adopts an order, rule or regulation for governing its activities, the order, rule or regulation is exempt from California's Administrative Procedures Act. For reference, the Act governs state agencies in adopting, amending, and repealing administrative rules and regulations.

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

Process/Approach:

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

Recommendation

Provide feedback on the new draft policies previously presented.

4.01 Public Records Act Requests

4.02 Records Management

Provide feedback on recommended existing policy changes previously presented.

4.03 Contracts and Procurement

4.03.1 Sponsorship Acquisition

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

None at this time.

DRAFT – Subject to Board Approval

22nd District Agricultural Association **Policies**

Policy 4.01: Public Records Act Requests

Date Adopted/Last Revised:

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

Purpose

The purpose of this Policy is to comply with the intent and requirements of the California Public Records Act (the Act or PRA). This Policy applies to all 22nd DAA Personnel.

The Act

The Act reads in part, "...access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." The Act ensures that every citizen has the right to inspect and/or obtain a copy of any public record. The requester is not required to provide a reason for requesting a public record. As a result, once a document is deemed a public record, its' possible use is immaterial to its release.

The PRA defines "public records" as "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Government Code, § 7920.530(a).)

Occasionally, a requester may incorrectly refer to the federal Freedom of Information Act (FOIA) as the legal basis for the request. If a request is received pursuant to FOIA, it shall be treated as a PRA request.

Policy

The Board delegates the responsibility to develop an effective Public Records Act Requests procedure to the CEO.

DRAFT – Subject to Board Approval

It is the Policy of the 22nd DAA to disclose all public records unless they are exempt from disclosure.

22nd District Agricultural Association
Policies

Policy 4.02: Records Management Policy

Date Adopted/Last Revised:

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

Purpose

The purpose of this Policy is to ensure that an efficient records management system is effectively employed for the management of all 22nd DAA information, regardless of its form (physical or electronic). This Policy applies to all 22nd DAA Personnel.

Policy

The Board delegates to the CEO the responsibility to develop an efficient records management system. The CEO must ensure that the records management system is accompanied by procedure documentation that defines which records must be retained, the length of the retention, and the process by which documents are disposed of or preserved for historical reference, referred to as the Records Retention Schedule. The system must account for both physical and electronic records and comply with the following requirements:

- Includes the identification of a designated Custodian of Records for each record type.
- Ensures the Custodian of Records appropriately categorizes Official Files as either “Public” or “Confidential”.
- Ensures records are kept in accordance with applicable state law governing records retention and description (including, but not limited to, the State Records Management Act, State Administrative Manual, Records Retention Handbook, Records Retention Schedule Guidelines, and the California Acquisition Manual).
- Defines records in accordance with the Government Code 14741 definition.

DRAFT – Subject to Board Approval

- Ensures records and non-records (which may include working files or emails) are appropriately retained or disposed of within specified timelines.

Official Files

The Official File of Record is any document or writing that records the functions, policies, decisions, obligations, or official business of the 22nd DAA. Records can include papers, electronic data/files, email, maps, exhibits, tapes, photographs, films, punched cards, and other documents produced, received, owned, or used by the 22nd DAA, regardless of physical form or characteristics. The Official File shall be arranged into a “Public” and a “Confidential” section.

An employee’s handwritten or electronic notes meant for their own use and only their use is considered a Working File and is not subject to this policy. These personal notes should be destroyed when the subject matter assignment of the notes is completed.

22nd District Agricultural Association
Policies

Policy 4.03: Contract and Procurement

Date Adopted/Last Revised: February 11, 2015/March 16, 2018

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

Purpose

The purpose of this Policy is to establish the authority of the 22nd DAA to procure Goods and Services, 22nd DAA in compliance with Food & Agricultural Code section 4051. To improve economic efficacy, and as authorized by Food and Agriculture Code section 4051(a)(1)(A), the 22nd DAA hereby adopts the following Contract and Procurement Policies.

The 22nd DAA shall procure goods, services, and Information Technology Goods and Services through a competitive procurement process specified in this Policy unless the goods, services, or Information Technology Goods and Services are entitled to an exemption or exception as defined in this Policy.

Policy

It is the Policy of the 22nd DAA to use a Formal Competitive Procurement process to procure the following:

- Goods or Information Technology Goods and Services, including subcontracts, and involving an expenditure in excess of \$100,000
- Personal Services Contracts (as authorized by Government Code, section 19130) involving an expenditure exceeding the amount established by the Department of General Services in accordance with Public Contract Code, section 10348,
- All other contracts required by law to be subject to competitive bidding.

All other procurements can be made through an Informal Procurement Process.

DRAFT – Subject to Board Approval

Subject to any Categorical Exemptions or Exceptions, described below, all purchases for Goods and services shall:

- A. Comply with Applicable Law: All contracts and purchases must comply with all applicable local, state, and federal laws.
- B. Conform to 22nd DAA Purpose and Mission: All contracts and purchases shall operate in conformity with 22nd DAA goals, objectives, and mission and shall consider the impact of 22nd DAA events and activities on the local community.
- C. Be Written: All contracts for the purchase of Goods and Services shall be in writing, free from any type of discrimination and conflict of interest, in compliance with applicable law, and duly executed by the 22nd DAA.
- D. Require Board Approval: Except for situations where the 22nd DAA's Board has expressly delegated limited authority to the Chief Executive Officer (CEO), all contracts must be submitted to and approved by the Board during a public meeting to be effective and legally binding on the 22nd DAA.
- E. Be Approved by CDFG and DGS where required: All contracts that require the approval of the Department of Food & Agriculture (CDFG) and/or the Department of General Services (DGS) must be submitted to CDFG and/or DGS pursuant to Food & Agricultural Code section 4051 *et seq.* to be reviewed and approved before implementation by 22nd DAA.

Definitions

- A. "Premises" shall mean the 324 acres of real property owned by the 22nd DAA.
- B. "Contract" shall mean and include all types of written agreements, contracts, leases, purchase orders, and memorandums of understanding.
- C. "Goods" shall mean all types of tangible personal property, including materials, supplies, and equipment, as defined in Public Contract Code section 10290, subdivision (d).
- D. "Information Technology (IT) Goods and Services" shall mean all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.
- E. "Fair and Reasonable" shall mean an informal quote process in which 22nd DAA can obtain Goods or Services valued at less than \$10,000 by obtaining a single quote that is considered to be justifiable.

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- F. “Personal Services Contracts” shall have the same meaning as set forth in California Code of Regulations, Title 2, section 547.59, which provides in pertinent part:
1. A “Personal Services Contract” is defined as any contract, requisition, purchase order, etc. (except public works contracts) under which labor or personal services is a significant, separately identifiable element. The business or person performing these contractual services must be an independent contractor that does not have status as an employee of the State.
 2. A “cost-savings based Personal Services Contract” is any Personal Services Contract proposed to achieve cost savings and subject to the provisions of Government Code Section 19130(a).
- G. “Public Exigency” shall mean and refer to an emergency situation when the health and safety of the public, property, or guests in the custody or care of the 22nd DAA are at risk if immediate measures are not taken to resolve the problem situation and it is not possible or practical to convene a Regular, Special, or Emergency Meeting of the Board as those terms are defined in the Bagley Keene Open Meeting Act. (Govt. Code, § 11120, et seq.)
- H. “Sole Source” shall mean and refer to a procurement process in which item(s) or service(s) are procured from, or are a product of either:
1. Emergencies, where immediate acquisition is necessary for the protection of the public health, welfare, or safety
- or
2. The proposed acquisition of Goods and/or services are the only Goods and/or services that meet the needs of 22nd DAA, and the vendor is the only vendor that can provide the Goods and/or services.
- I. “Informal Procurement Process” shall mean the procurement of Goods, Services, or Information Technology Goods and Services by obtaining multiple informal telephone, written and/or internet quotes in accordance with the procedures established by the 22nd DAA.
- J. “Services” shall mean work to be performed as part of a legally binding agreement.
- K. “Notice of Award” shall mean an official notice that a Contract has been awarded to a specified vendor as a result of a Formal Competitive Procurement. Notice shall be posted in a place accessible by the general public, including any Internet site identified in the Formal Competitive Procurement.

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- L. “Notice of Intent to Award” shall mean an official notice of the 22nd DAA’s intent to enter into an agreement with a specified vendor as a result of a Formal Competitive Procurement. Notice shall be posted in a place accessible by the general public, including any Internet site identified in the Formal Competitive Procurement for five working days prior to official award.
- M. “Life Cycle Cost Purchase” shall mean the sum of all recurring and one-time, non-recurring, costs over the full life span or a specified period of a good, service, structure or system. It includes purchase price, installation cost, operating costs, maintenance and upgrade costs, and remaining (residual or salvage) value at the end of ownership or its useful life.
- N. “Proposer” or “Bidder” shall mean an individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to an Invitation for Bids or Request for Proposals by submitting a bid to the contracting agency. A potential contractor.
- O. “Formal Competitive Procurement” shall mean:
- a. Invitation for Bid. An Invitation For Bid (IFB) is a public request for bids to provide a specific service or goods, and the Contract will be awarded to the qualified Bidder with the lowest responsive and responsible bid, unless all bids are rejected. The 22nd DAA will provide additional details and definitions for each IFB issued to the extent necessary. When a Contract is awarded, a Notice of Intent to Award (when required) and Notice of Award shall be posted in a public place in the 22nd DAA’s Administration Office and on the 22nd DAA’s website as required by Public Contracting Code.
 - b. Two Tier (Primary) Requests for Proposal. A Request for Proposals (RFP) will be issued seeking proposals to provide technical services or a specified product, or to solve a defined problem. The Contract award will be based upon the lowest cost *and* evaluation of the Proposers’ technical proposals submitted in response to the RFP. RFP Primary requires the submission of technical proposals for evaluation by a selection panel using objective criteria specified in the RFP. Bidders must submit cost proposals sealed separately. Proposals will first be evaluated on a technical basis by the selection panel. Bidders whose Proposal receive the required minimum score during the technical evaluation will have the cost proposals opened. When a Contract is awarded, a Notice of Intent to Award and Notice of Award will be posted in a public place in the 22nd DAA’s Administration Office and on the 22nd DAA’s website as required by Public Contracting Code.
 - c. High Score (Secondary) Requests for Proposal. An RFP will be issued seeking proposals to provide very complex and or unique services where professional expertise and methods, or creative and innovative approaches,

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are needed. The Contract award will be based on high score through evaluation of the Proposers' technical and cost proposals submitted in response to the RFP. RFP Secondary requires the submission of technical proposals for evaluation by a selection panel using objective criteria specified in the RFP. Cost Proposals are evaluated and scored by the Contracts and Purchasing Office and must be weighted a minimum of 30% of total score. When a Contract is awarded, a Notice of Intent to Award and Notice of Award will be posted in a public place in the 22nd DAA's Administration Office and on the 22nd DAA's website as required by Public Contracting Code.

- d. Requests for Qualification. In accordance with GC 4525 et seq., a Request for Qualifications (RFQ) may be issued seeking firms to provide professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms. RFQs require the submission of Statements of Qualifications (SOQ) for evaluation by a selection panel using objective criteria specified in the Solicitation; and price is not the primary or sole selection factor. . The Contract will be awarded on the basis of a consideration of a combination of technical evaluation and price factors. If a Contract is awarded through the RFQ process, a Notice of Award will be posted in a public place in the 22nd DAA's Administration Office and on the 22nd DAA's website as required by the State Contracts Manual.

Categorical Exemptions to Formal Competitive Procurement

The following are categorically exempt from Formal Competitive Procurement. Before a purchase may be made on the basis of a Categorical Exemption, the Manager of the Contracts and Purchasing Unit must approve the applicable Categorical Exemption.

- A. Utility Services: The item or service to be procured is from a utility company or wholesale utility provider where service connections are allowed only in geographically defined service territories, or a competitively limited wholesale provider market, or where the work involves a utility system and only the utility company itself is allowed to perform the work.
- B. Standard Commercial Off-the-Shelf Software Packages (COTS) or Hardware Products: Procurement of software or hardware products which are ready-made, available for sale to the government and to the general public, and designed to be easily integrated into existing systems without the need for extensive customization. COTS software can either be installed on 22nd DAA computers or delivered over the Internet. COTS include, but are not limited to, those items approved by 22nd DAA's Technology Office.
- C. Equipment Maintenance Services: Maintenance Services Agreements provided by the equipment manufacturer or dealers / distributors as a result of a Life Cycle

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Cost Purchase: determination or which are not available from a satisfactory alternate source as determined by the 22nd DAA.

- D. Software, Software Licenses and Operating System Maintenance Services: Where the 22nd DAA has procured software and operating systems for its use, procurement of the continuing maintenance and upgrades of the software and operating systems, training, and renewal of software licenses.
- E. Small Business (SB), Micro Business (MB), and Disabled Veteran Business Enterprises (DVBE): In compliance with Government Code section 14838.5, (or any other amount established by a Budget Letter from the Department of Finance), in Goods and Services from a DVBE, SB or MB certified by the State of California; provided the 22nd DAA obtains at least two price quotations from two or more certified small businesses, including microbusinesses, or from two or more DVBEs.
- F. Contracts for Activities/Use on the Premises: In accordance with section 3965.1 of the Food and Agricultural Code, the 22nd DAA may Contract for any activity involving the use of the 22nd DAA's Premises (e.g. Rental Agreements, Operator Agreements, etc.), except revenue generating contracts involving hazardous activities as determined by CDFR unless adequate insurance is provided. In contracting for such activities, the 22nd DAA shall, depending on the circumstances, consider the use a competitive bid process in situations where the duration of the Contract is to be greater than one year or where the Contract grants to a contractor an exclusive right, and where there is known competition in the market place, unless the contract/activity/use is entitled to an exemption or exception as defined within this Policy.
- G. Fair-time Vendor Rental Agreements: Short term contracts (not to exceed five years) for the non-exclusive use of a portion of the Premises by vendors or independent contractors during the annual Fair in accordance with Title 3, California Code of Regulations, section 7010 et seq.
- H. Informal Procurement Process: As defined in Definitions above.
- I. Newspapers and Publications Services: Notices and publication services used to post notices required by law or policy, and subscriptions to newspapers, journals, and other periodicals.
- J. Contract extensions during Pending Protest or Ongoing Procurement Process: Extension of existing contracts where the Goods or Services provided under the existing Contract are the subject of an ongoing competitive bid process and the results of that process have been delayed or protested in accordance with applicable Bid Protest Procedures set forth below or by court order.

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- K. Non-Profit Community Services Agreements: Procurement of services acquired from not-for-profit organizations.
- L. Sponsorship Acquisitions: See Policy 4.03.1 below.
- M. Professional Development Services: Procurement of educational or specialized training services.
- N. Contracts with Other Governmental Entities: Contracts with other governmental entities, also known as “Inter Agency Agreements”, including, but not limited to federal, state, and local entities, as well as Joint Power Authorities established for the benefit and/or use by the 22nd DAA
- O. Architectural, Engineering and Related Professional Services: Professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms.
- P. Legal Services: Subject to the applicable provisions of the Government Code, legal services, legal consultation, representation, research and analysis to support the Board of Directors, Executive staff, and staff of the 22nd DAA.
- Q. Highly Specialized Consultants: The Chief Executive Officer may determine that specialized consultants services are critical to the 22nd DAA’s success and may authorize, without a competitive procurement, a consulting contract, not to exceed the limit established by the Board through the annual Delegation of Authority for Contract Approval, Check Signing Authority, and Credit Card Use.
- R. Marketing and Media Services and Products: ~~Marketing services and products in the form of print material, promotional material, radio and television airtime, internet, cable and other forms of media advertising.~~ *Marketing and media services and products in digital and physical form, including the design and production of print or promotional materials, photographs, videos, graphics, social media content, websites, radio and television airtime, internet advertising, streaming services advertising, outdoor advertising and other forms of media advertising.*
- S. Entertainment Agreements: Note that entertainment coordinator/director contracts are not exempt from bidding, only entertainment itself.
- T. Matter of Law: Contracts that the 22nd DAA is required to enter into as a matter of law.

Exceptions to Formal Competitive Procurement

Competitive bidding may not apply if, under the particular circumstances of the procurement, an exception is warranted. The following are examples of

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circumstances that may be considered in authorizing case-by-case exceptions to this Policy:

- A. Sole Source: A situation where only one person, firm, or manufacturer exists that can provide the needed Goods or Services and no equivalent person, firm or manufacturer is available that would meet the 22nd DAA's minimum needs.
- B. Lack of Competition: Competition is precluded because of the existence of patent rights, copyrights, secret processes, controlled or limited market or distribution, restricted or limited availability of the basic raw material(s) or similar circumstances, and there is no equivalent item or service.
- C. Absolute Compatibility:
 - 1. The procurement is for replacement parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment as the part or component to be replaced;
 - 2. The procurement is for replacement parts or components for equipment, and the replacement parts or components would compromise the safety or reliability of the product, or would void or invalidate a manufacturer's warranty or guarantee; or
 - 3. The procurement is for upgrades, enhancements or additions to hardware or for enhancements or additions to software, and no information and data is available to ensure that equipment or software from different manufacturers or developers will be as compatible as equipment or software from the original manufacturer(s) or developer(s).
- D. Opportunity Purchases: Opportunity purchases from local businesses that, for similar things available through the state purchasing program, may be purchased locally at a price equivalent to or less than that available through the state purchasing program. (Food & Agr. Code, § 4051, subd. (b)(1).) Purchases made from a local vendor (physical location within San Diego County) that have rates that are equal to or less than those provided through a state purchasing program (such as Department of General Services' Leveraged Procurement Agreements) OR document in writing that the purchase is financially beneficial to the overall fair[grounds] program, regardless of price . Utilizing this the first method requires comparison between a local vendor and established state contract. State contracts can be found here: <https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>.
- E. Exigency Purchases: In cases of a Public Exigency as defined under "Definitions" above, the CEO may authorize contracts for Goods and Services in the best interests of the 22nd DAA.

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Threshold Amounts and other Requirements for Approving Exceptions to Formal Competitive Procurement:

Unless otherwise allowed under this Policy, Exceptions to Formal Competitive Procurement with an estimated expenditure value may be approved as follows:

- A. If a Contract was previously approved by the Board, any Amendment to that Contract must also be approved by the Board regardless of value.
- B. Any Contract of a controversial nature or that may be of great public interest must be presented to the Board for consideration and approval during a 22nd DAA Board Meeting.
- C. Exceptions up to \$50,000 – Chief Executive Officer
- D. Exceptions over \$50,000 – Board

Requests for Exceptions:

Requests for Exceptions to this Policy must be submitted in writing or in electronic format, and include the following information:

- Description of and necessity for the procurement.
- Items and the term period.
- Benefits to the 22nd DAA.
- The factual basis for the claimed exception; identify item that applies.
- The requesting party's determination of fair and reasonable price.

In the event a request for an Exception to Formal Competitive Procurement is denied, one of the Formal Competitive Procurement processes must be utilized.

Small Business (SB), Micro Business (MB) and Disabled Veteran Business Enterprise (DVBE)

By way of this Policy, the 22nd DAA encourages SB, MB and DVBE prime contractors to participate in the competitive procurement process.

Bid Protests

With public contracts, the opportunity or option to “protest” a bid award is provided under certain limited circumstances.

The Proposer or Bidder must file the protest with the 22nd DAA and with Department of General Services.

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A protest cannot be considered if:

- The protestant was not a Proposer or Bidder.
- The protestant has not alleged that it was the lowest responsible Bidder or the highest-scored Proposer.
- The protestant is not able to make a supportable assertion that it was the lowest responsible Bidder or should have been the highest-scored Proposer.
- The protest was not submitted timely.
- The grounds for the protest do not meet the permissible grounds stated in the Public Contract Code.
- The Contract is not subject to Formal Competitive Procurement.

22nd District Agricultural Association
Policies

Policy 4.03.1: Sponsorship Acquisitions

Date Adopted/Last Revised:

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

Purpose

Pursuant to Food and Agriculture Code, section 4051.1, the purpose of this Policy is to establish the procedures to secure corporate sponsorships to support the activities of the 22nd DAA.

Policy

It is the Policy of the 22nd DAA that sponsorships will be used to support and further the mission of the 22nd DAA. Within this context, a sponsorship is defined as a mutually beneficial exchange whereby the sponsor receives value in consideration of money, or services or products in lieu of money, provided by that sponsor to the 22nd DAA.

Sponsorship Guidelines

- The 22nd DAA selects which sponsorships it wishes to accept and reserves the right to reject any sponsorship offer.
- The 22nd DAA does not endorse – either explicitly or implicitly – any of its sponsors, nor does it endorse those sponsors' products, services, or ideas.
- The 22nd DAA will avoid any real or perceived conflicts of interest related to sponsorship agreements (see Policy 2.03). As such, and in addition to any and all other legal requirements related to conflicts of interest, 22nd DAA Personnel shall not receive any financial benefit from any sponsor or sponsorship agreement, including but not limited to gifts or financial rewards or benefits.
- The 22nd DAA will not afford preferential treatment to a business, organization, or individual as a result of an existing sponsorship agreement. The 22nd DAA will

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not favor a party to a sponsorship agreement over a competitor due to the existence of the sponsorship agreement or sponsorship status.

- The 22nd DAA retains full control of the content of its programs, projects, and services. Sponsors will not have any authority or control over the 22nd DAA's operation of the subject of the sponsorship.
- The 22nd DAA retains the right to review and approve all communications related to the sponsorship. This includes, but is not limited to, announcements, advertising and marketing materials, articles, and press releases about the sponsorship.
- The 22nd DAA will not enter into sponsorship agreements with businesses, organizations, or individuals that do not align with the 22nd DAA's purpose, mission, vision, or values. The 22nd DAA's long term reputation and credibility always take precedent over short-term monetary needs.
- The 22nd DAA will not enter into sponsorship agreements in tobacco or vaping product categories.
- While each potential sponsorship agreement will be considered on its merits, and judgement and discretion will characterize the decision making, the following questions will always be addressed:
 - Does the sponsorship align with the 22nd DAA's purpose, mission, vision, and values?
 - Does the sponsorship align with the 22nd DAA's overall strategy?
 - Will the sponsorship help the 22nd DAA realize its strategic initiatives?

Sponsorship Agreements

All sponsorship agreements will be confirmed through a written contract consistent with the size and the scope of each sponsorship. All agreements shall include a clarification of all sponsor benefits, a defined process for marketing material approval in advance of publication, and the statement that the 22nd DAA does not endorse sponsor's products or services.

In addition to the items stated above, the contract will clarify relevant aspects of:

- When the sponsor will provide payments, or make promised in-kind products or services available.
- Who the main contacts will be for each party.
- Any interim or final reporting agreed upon, how the agreement will be monitored and reviewed.
- When the agreement terminates, and how early termination is handled.

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- Any minimum or maximum amount, and how that will be determined, and any exclusivity commitment.
- How any failure to meet commitments will be handled (i.e. what happens if the event is cancelled).



**Item 6-J, General Business –
California Fairs Financing Authority dba California
Construction Authority Appointment of Member Entity
Representative and Alternate**

Background:

California Fairs Financing Authority, dba California Construction Authority (CCA), is a joint powers authority formed through the "Joint Exercise of Powers Agreement Among the County of Solano, the County of El Dorado, the 22nd District Agricultural Association (22nd DAA), the 32nd District Agricultural Association, and the 46th District Agricultural Association" (JPA) on July 1, 1988, and amended November 22, 1989. These five entities represent the Member Entities as defined in the JPA.

Business and Professions Code provides for the ability to issue revenue bonds to pay the cost and expense of acquiring or constructing land, buildings, structures, facilities or any improvements to California fairgrounds for the purpose of conducting fairs, parimutuel wagering, and other activities. But prior to the formation of CCA there was not a mechanism outside of the Department of General Services for California fairgrounds to take advantage of the opportunity to issue revenue bonds to fund major capital projects.

The primary purpose of CCA is to provide a central administration for the common interests of the Member Entities and Associate Members (Districts, Counties, Citrus Fruit Fairs, nonprofit corporations, Cal Expo, and/or CDFA) to implement the relevant portions of Article 9 of Chapter 4, Division 8 of the Business and Professions Code, for financing and construction of satellite wagering facilities and any other project or projects authorized therein. Projects are defined within the JPA as "any land, buildings, structures or facilities or any improvements, including repairs, personal property, betterments or additions to any of the foregoing of any [California fairground] which are financed by [CCA] and which facilitate agricultural, livestock, cultural, or other types of fairs or exhibitions, parimutuel wagering or satellite wagering, together with parking, site development, landscaping, utilities, furnishing, improvements and all appurtenant and related facilities...equipment and off-site work, including, but not limited to, environmental mitigation."

CCA's mission is to facilitate timely, cost-effective construction on California fairgrounds, ensuring public health and safety. And it is the vision that, in response

to the ever-evolving needs on California fairgrounds, CCA will be the preeminent resource and facilitator for construction projects on California fairgrounds by delivering high standards of project management; timely and cost-effective service; superior quality control; compliance with California codes; and by providing access to current, relevant information and education. Currently, CCA provides construction project management, code compliance plan review, and construction inspection services to California fairgrounds.

The CCA Board is composed of five voting members: one appointed from each Member Entity and a sixth non-voting ex-officio member appointed by the California Department of Food and Agriculture (CDFA). CCA Board members serve for a term of five years, or until the appointment of a successor, at the pleasure of the appointing Member Entity. An alternate member is also appointed to serve by the Member Entity in the absence of the primary member appointed.

The 22nd DAA is one of the Member Entities of CCA.

The 22nd DAA conducts business with CCA, and the 22nd DAA's Chief Administrative Officer serves as the main point of contact for all business matters pertaining to construction projects managed by CCA on the 22nd DAA's behalf.

Process/Approach

On April 16, 2019, the 22nd DAA Board appointed Carlene Moore, then Deputy General Manager, as Director to the CCA Board of Directors and the CEO at the time as her alternate. CEO Moore is nearing the end of her five-year term and an alternate has not been named since the retirement of the former CEO in 2020. CEO Moore is currently in her second term as Chair of the CCA Board of Directors.

Historically, a member of the District's executive team has served as the appointed and alternate representatives to the CCA Board, though a member of the 22nd DAA Board can also serve in these capacities.

Per Section 8, Governing Board, of the JPA, "(a) The Authority shall be governed by the Board located in Sacramento, which shall be composed of five (5) members, each serving in his or her individual capacity. Each Member Entity shall appoint one (1) member of the Board and each appointment shall be made for a term of five (5) years. (b) Each Member Entity shall also appoint an alternate member of the Board to serve in the absence of the member appointed by that Member Entity."

Recommendation

To reappoint CEO Moore as the 22nd DAA Member Entity representative and a 22nd DAA Board Member as the alternate to the CCA Board of Directors, both for a five-year term.

Environmental/Coastal Commission Review

None.

Fiscal Impact

None.

As 22nd DAA pays \$700K off 2024 Racetrack Bond Debt, Racehorse Owners Get Millions in Tax Breaks

Martha Sullivan <[REDACTED]>

Sat 3/9/2024 10:51 AM

To: Donna O'Leary <doleary@sdfair.com>; Molly Arnold <mamold@sdfair.com>

Cc: Carlene Moore <cmoore@sdfair.com>

Please share this with the 22nd DAA Board and Senior Management. As the State-owned and operated 22nd DAA Del Mar Fairgrounds pays off \$700,000 of Del Mar Racetrack Bond Debt, racehorse owners are poised to once more take millions in tax write-offs.

Thank You,
Martha Sullivan

[#HorseRacing](#) gets huge taxpayer subsidies regardless of whether there's casino revenue subsidies:

"Deductions from hobbies and side projects, which the ultrawealthy can structure as businesses, are another fun option. For some billionaires, it's race horses: We found that six owners of thoroughbreds at the 2021 Kentucky Derby had taken a combined \$600 million in tax write-offs on their horse racing operations."

https://www.propublica.org/article/billionaires-tax-avoidance-techniques-irs-files?utm_campaign=trueanthem&utm_medium=social&utm_source=facebook

Regulation

Ten Ways Billionaires Avoid Taxes on an Epic Scale

After a year of reporting on the tax machinations of the ultrawealthy, ProPublica spotlights the top tax-avoidance techniques that provide massive benefits to billionaires.



Photo illustration by Lisa Larson-Walker. Photos by Getty Images.

by Paul Kiel

June 24, 2022, 5 a.m. EDT

ProPublica is a nonprofit newsroom that investigates abuses of power. Sign up to receive [our biggest stories](#) as soon as they're published.

Last June, drawing on the largest trove of confidential American tax data that's ever been obtained, ProPublica launched a [series of stories](#) documenting the key ways the ultrawealthy avoid taxes, strategies that are largely unavailable to most taxpayers. To mark the first anniversary of the launch, we decided to assemble a quick summary of the techniques — all of which can generate tax savings on a massive scale — revealed in the series.

1. The Ultra Wealth Effect

Our first story unraveled how billionaires like Elon Musk, Warren Buffett and Jeff Bezos were able to amass some of the largest fortunes in history while paying remarkably little tax relative to their immense wealth. They did it in part by avoiding selling off their vast holdings of stock. The U.S. system taxes income. Selling stock generates income, so they avoid income as the system defines it. Meanwhile, billionaires can tap into their wealth by borrowing against it. And borrowing isn't taxable. (Buffett said he followed the law and preferred that his wealth go to charity; the others didn't comment beyond a "?" from Musk.)

2. The \$5 Billion IRA

Other billionaires used less conventional ways to avoid income, we found. Tech mogul Peter Thiel amassed a \$5 billion Roth IRA, a type of account that shields income from taxes and is intended to help low- and middle-class savers prepare for retirement. Back in 1999, Thiel stuffed low-valued shares of the company

that would become PayPal into the account, a maneuver tax lawyers said risked running afoul of IRS rules. (It's not clear if the government ever challenged the move.) He set himself up to reap billions in untaxed gains. (Thiel did not respond to questions for the original article.)

3. The \$1 Billion Parlor Trick: Turning High-Tax-Rate Trading into Low-Tax-Rate Income

Even when tech billionaires do show income on their tax return, they tend to pay relatively low income tax rates. That's because of the type of income they have: Gains from long-term investments, such as from stock sales, are taxed at a lower rate. But what do you do if you're making over \$1 billion every year, and it's largely from short-term trading? Do you just accept that you'll pay the higher rate on all that income? As we reported this week, Jeff Yass, head of one of the most profitable firms on Wall Street, did not meekly accept this fate. Instead, his firm, Susquehanna International Group, found creative ways to transform the wrong sort of income into the right kind, generating tax savings that exceeded \$1 billion over just six years. (Susquehanna declined to comment but in a court case that centered on similar allegations, it maintained that it complies with the law.)

4: The Magic of Sports Ownership: Make Money While (Legally) Reporting Losses

The tax code offers business owners a slew of methods to erase income through deductions, none more awesome than buying a sports team, as former Microsoft CEO Steve Ballmer did with the Los Angeles Clippers. It doesn't matter whether the team is actually profitable and growing in value. It can still be a write-off. (In some cases, we found, owners could effectively deduct a given player's contract not once, but twice. They're allowed to take deductions comparable to those for factory equipment that loses value as it ages, even as teams almost inevitably gain in value.) That's one reason owners tend to pay far lower tax rates than the athletes they employ, or even the people serving beer in the team's stadium. In our story, we found a Clippers arena worker who made \$45,000 a year and paid a higher tax rate than the billionaire Ballmer. (Ballmer said he pays the taxes he owes.)

5. Build, Drill and Save: The Real Estate and Oil Businesses Can Both Be Tax Havens

In certain industries, like real estate or oil and gas, the tax breaks are so plentiful that billionaires can erase their income entirely even as they grow richer. That's how real estate developer Stephen Ross (who also happens to own the Miami Dolphins) went 10 years without paying any income tax. Ross said that he followed the law. Another mogul, this one in the oil business, managed to tap a near bottomless well of write-offs via one of the biggest oil spills in history. (The mogul's representatives did not respond to requests for comment.)

6. Even a Billionaire's Hobbies Can Pay Off at Tax Time

Deductions from hobbies and side projects, which the ultrawealthy can structure as businesses, are another fun option. For some billionaires, it's race horses: We found that six owners of thoroughbreds at the 2021 Kentucky Derby had taken a combined \$600 million in tax write-offs on their horse racing

operations. For others, like Beanie Babies founder Ty Warner, it's luxury hotels. The billionaire splurged on a couple of landmark Four Seasons locations and then went 12 years without paying any income tax. (Representatives for Warner did not respond to requests for comment.)

7. Think Your Taxes are Too High? Change the Tax Laws

Sometimes, it pays to fight for a new tax break. For the billionaires who contributed millions to Republican politicians, [the payoff came in the form of Trump's "big, beautiful tax cut" for passthrough businesses](#). We found the change sent \$1 billion in tax savings in a single year to just 82 ultrawealthy households. Some business owners also boosted their savings [with a trick](#): They slashed their own salaries and categorized the money instead as passthrough income.

8. Why Tech Billionaires Pay Less Than Hedge-Fund Managers

With so many options to reduce taxes, the richest Americans often manage low income tax rates. We analyzed [the incomes and taxes of the country's top 400 earners](#), those averaging over \$110 million in income per year. Overall, the group paid relatively low rates, but certain segments (tech billionaires, heirs, private equity executives) stood out even within this elite population because they were able to draw on the sorts of techniques detailed above. (Also drawing on these techniques were [wealthy politicians, like the governors of Colorado and West Virginia](#).)

9. Brother, Can You Spare a Stimulus Check?

But the real standouts were the billionaires who reported such low incomes that they qualified for government assistance. At least 18 billionaires [received stimulus checks](#) in 2020, because their tax returns placed them below the income cutoff (\$150,000 for a married couple).

10. Trust This: How Wealthy Families Pass Billions to Heirs While Avoiding Taxes

The holes in the estate tax, we found, are even more remarkable. There are well-worn ways to make sure Uncle Sam doesn't get his cut of a fortune being passed on to heirs, and the most common is through a trust. How common no one can say, but we found evidence that at least [half of the nation's 100 richest individuals had used estate-tax-dodging trusts](#). In another story, [we followed three century-old dynasties down through the generations](#), showing how they used trusts to avoid taxes, so that a fortune could pass all the way from the original early 20th century tycoon to, for example, the great-great-granddaughter who recently collected \$210 million before her 19th birthday.

Paul Kiel

Paul Kiel covers business and consumer finance for ProPublica.

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State of CA Revenue from Horse Racing/CHRB 53rd Annual Report

Martha Sullivan <[REDACTED]>

Wed 3/13/2024 1:11 PM

To: Donna O'Leary <doleary@sdfair.com>

Cc: Carlene Moore <cmoore@sdfair.com>; Molly Arnold <marnold@sdfair.com>

Please share this with the Board Members and Senior Management of the 22nd DAA/Del Mar Fairgrounds. I am responding to a claim made in Non-Agenda Public Comment in yesterday's Board Meeting by Carla Echols Hayes, that horse racing provides \$1 Billion in revenue each year to the State of California. This is hardly the case, as described in the recently published Annual Report of the CA Horse Racing Board. As detailed following, the **Total Fiscal Year 2022-23 Revenue from Horse Racing to California State & Local Government = \$26,629,904 or 0.94% (less than 1%) of the Pari-Mutuel Handle that year:**
\$2,978,470,938

"During FY 2022-23, the pari-mutuel handle totaled \$2,978,470,938." (p. 40)

Revenue To Horse Racing Fund (p. 41) ... \$21,987,000

Other Public Revenue (p. 43)

- "Horse racing contributes to local economies through sales tax from the **sale of claimed horses...**"During FY 2022-23, the total amount paid for claiming of horses was \$22,626,425, resulting in **sales tax revenue of \$2,226,214."**
- "Business and Professions Code 19610.3 authorizes every racing association or fair to permanently elect to deduct up to 0.33 of one percent from all pari-mutuel pools and to distribute the amounts to the city or county where the racing meet is held if the city or county passes an ordinance to **accept such fees in lieu of admission taxes and license fees. During FY 2022-23, \$1,990,940 was distributed to local governments under this provision.**

CHRB "Authorized Horse Sales" (p. 44)

- "Fasig-Tipton sold 206 horses for a total of \$6,302,100, which generated **\$231,993 in sales tax.**
- "California Thoroughbred Breeders Association Sales A total of 211 horses was sold for \$1,733,000, which generated **\$92,616 in sales tax."**
- "Quarter-Horse Sales At Los Alamitos A total of 188 horses was sold for \$5,717,300, which generated **\$101,141 in sales tax."**

Total Fiscal Year 2022-23 Revenue from Horse Racing to California State & Local Government = \$26,629,904 or 0.94% of the Pari-Mutuel Handle that year: \$2,978,470,938

2022-23 Annual Report of the CA Horse Racing Board: <https://www.chrb.ca.gov/DocumentRequestor2.aspx?Category=REPORTS&SubCategory=ANNUAL&DocumentID=00051412>

Thank You for your assistance,

Martha Sullivan
Imperial Beach

From: [Dale Harvey](#)
To: [Carla Echols-Hayes](#); [Donna O'Leary](#); [Michael Gelfand \(SDFair\)](#); [Carlene Moore](#); [Lisa Barkett \(SDFair\)](#); [Phil Blair \(SDFair\)](#); [Frederick Schenk \(SDFair\)](#); [Mark Arabo \(Sdfair\)](#); [Sam Nejabat \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#); [Don Mosier \(SDFair\)](#)
Cc: [Joe Norick](#); [Laura DeMarco](#)
Subject: Re: Horsepark already enjoying highest and best use--reasons why the 22nd DAA made the right decision in lease to HITS
Date: Monday, March 25, 2024 1:35:39 PM



Carla Thank you for your continued support of Del Mar HorsePark and the very interesting presentation.

It was great to see you at the Dressage show this weekend along with director Gelfand.

We are looking forward to the DMNHS right around the corner.

Thank you,

Dale

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From: Carla [REDACTED] >
Sent: Monday, March 25, 2024 12:40:00 PM
To: Donna O'Leary <doleary@sdfair.com>; Michael Gelfand (SDFair) <mgelfand@sdfair.com>; Carlene Moore <cmoore@sdfair.com>; lbarkett@sdfair.com <lbarkett@sdfair.com>; pblair@sdfair.com <pblair@sdfair.com>; fschenk@sdfair.com <fschenk@sdfair.com>; marabo@sdfair.com <marabo@sdfair.com>; snejabat@sdfair.com <snejabat@sdfair.com>; Jrowland@sdfair.com <Jrowland@sdfair.com>; dmosier@sdfair.com <dmosier@sdfair.com>
Cc: Joe Norick <joe@hitsshows.com>; Dale Harvey <dale@hitsshows.com>; Laura [REDACTED]

Subject: Horsepark already enjoying highest and best use--reasons why the 22nd DAA made the right decision in lease to HITS

Hi Everyone,

We presented the following to London Moeder, a real estate consulting group we understand was hired to assess economic benefits associated with various 22nd DAA real estate assets. We thought all of you might like to see these facts that support keeping horses at Horsepark for the foreseeable future.

Thank you again for your decision to lease the park to HITS for revenue generation and for meeting the 22nd DAA's agricultural goals.

Best, Carla [REDACTED]

Horsepark: Highest and best use already with horse/outdoor events

Flood Zone Location: Horsepark's 65 acres are located in a "Special Flood Hazard Area"

according to FEMA maps done in 2012, with only a narrow, elevated strip of land outside the flood zone (see Attachment 1).

- Horsepark flooded in 1991 and the eastern most barns were filled with 4 feet of water, according to people who worked there.
- The NOAA/FEMA maps are being updated to account for sea level rise that will be published before the end of 2024.

Current use meets the 22nd DAA Agricultural goals. An alternative use would be practically impossible to insure, let alone obtain construction loans or investor interest, due to the location of this property in a 50-year flood zone adjacent to a highly sensitive environmental restoration project. None of the sewer lines would support any level of human habitation and require extensive, expensive upgrading.

CEQA Restriction for Equine Use Only: Any alternative use would require California Coastal Commission approval of a new Environmental Impact Report, which the San Dieguito River Park JPA would also scrutinize. (See Attachment 2). Such approvals would be very slow for a proposed change in use, especially as Horsepark contributes millions to local businesses such as hotels, restaurants, local goods and services, and the overall equestrian industry. In addition, Horsepark events are pandemic-proof, as shown by the 2020 season that earned over \$1.75million in a shortened season, as well as 2021 horse show contracts that would have garnered over \$2.5MM if activities were not “paused” due to water concerns.

San Dieguito River Valley Conservancy Park Immediately Adjacent to Horsepark: The San Dieguito River Valley is the most intact watershed remaining in San Diego County that starts on Volcan Mountain near Julian and end at the Pacific Ocean at Del Mar Dog Beach North. The San Dieguito River Valley Conservancy was just named Senate District 38’s Nonprofit of the Year by State Senator Catharine Blakespeare. (See Attachment 3.)

San Dieguito River Park JPA Support for Horses at Horsepark: The JPA wrote a letter to the 22nd DAA on February 19, 2021 listing why Horsepark is important to the San Dieguito River Park:

- *“Its open space and equestrian use within the San Dieguito River Valley are supported by the JPA and SDRP supporters/partners.*
- *The property is in the Coastal Zone with a coastal development permit that defines its present uses including the Coast to Crest Trail....*
- *The JPA along with its partners has restored hundreds of acres of lagoon habitat adjacent to Horsepark, including the future SANDAG/Caltrans wetland restoration project just south of Horsepark.”*

“The JPA supports the continuation of open space use on Horse Park including equestrian and other compatible open space uses consistent with the SDRP Concept Plan goals.” (See Attachment 4.)

Conversely, the JPA sent a June 2, 2023 comment letter criticizing the Draft SEIR a proposed assisted living facility that’s located between a new church and an existing subdivision, approximately a half-mile south of Horsepark...Among concerns listed are *“overall incompatibility of the project with the surrounding open space and San Dieguito River Park... impacts of the project on the adjacent wildlife corridor in Gonzales Canyon and San Dieguito Lagoon...”* (see Attachment 5).

Neighborhood Support for Horsepark: The immediate neighbors living in HOAs to the north and the east of Horsepark are committed to conserving existing open space. Those neighborhoods seek to preserve the semi-rural character of surrounding green spaces, and they all supported Horsepark twice—once when the 22nd DAA was proposing a homeless shelter there in trailers without any supporting services, a proposal that was dropped, and the second time when the 22nd DAA “paused” Horsepark activities. These people seek the same goals as the JPA—preserving open space including equestrian activities.

Wide-Spread Community Support for Horsepark: Started in December, 2020, the Friends of Del Mar Horsepark **Change.Org petition “Save Del Mar Horsepark” has garnered 17,268 signatures** for a park that had been neglected for a decade. The number of signatures on the Change.Org petition resulted in extensive media attention, and the story continues to get TV and print attention [Equestrian group prepares Del Mar Horsepark for July reopening \(thecoastnews.com\)](https://www.thecoastnews.com/equestrian-group-prepares-del-mar-horsepark-for-july-reopening/)

- Horsepark is in compliance with all stormwater protection laws, as HITS LLC has paid for all the water remediation required as a condition precedent to leasing the property.
- The equestrian community has enthusiastically supported reopening Horsepark, evidenced by the first horse show selling out within an hour of the show opening.
- The Rancho Santa Fe equestrian community also is dedicated to the San Dieguito River Valley open space and contributed significant funding for building the park, according to one of the JPA founders, Dwight Worden.
- HITS has received funding from the Gates family for the restoration of the Horsepark indoor arena.

The neighbors, the San Dieguito River Valley JPA, the equestrian community all are deeply vested in keeping horses at Horsepark and are contributing significant resources to preserving that iconic horse property.

State of California Wildfire Evacuation Center: During the Lilac fire, Horsepark housed over 2,000 horses and other large animals who were driven out by wildfire. It's an official State of California evacuation center, and San Diego County has more horses/capita than any other county in California. [Evacuation Instructions » Del Mar Fairgrounds](#)

ATTACHMENTS:

1. National Flood Hazard Layer FIRMette—FEMA, 2012
2. CEQA exemption—continue equestrian use—detail
3. June 9, 2023 Nonprofit of the Year, SDRVC, Senator Catharine Blakespeare's office
4. February 19, 2021 letter to 22nd DAA from San Dieguito River Park Joint Powers Authority
5. June 16, 2023 San Dieguito River Park Joint Powers Authority letter listing concerns re El Camino Real Assisted Living Facility SEIR + SDRP JPA staff report

Cleveland County Fairgrounds to see renovations, improvements



The Cleveland County Fairgrounds will be undergoing a multi-million dollar renovation and construction project just in time for this fall's fair.

Jason Falls, business development director with Cleveland County, said this year is a historic year for the fairgrounds as it celebrates its 100th year of being on county-owned property.

"Several years ago the board had strengthened the relationship with the Cleveland County Fair by renewing a 10-year contract and also putting a performance contract in place," he said during Tuesday's county commissioner meeting. "As part of those contract discussions, the county began evaluating the fairground property."

Two studies were conducted and as a result of those studies, the county put out bids for a general contractor to complete renovations and construction on the property.

Priority was placed on restrooms, the public safety base and fencing around the fairgrounds with an expected maximum cost of \$2.7 million.

The project was awarded to Beam Construction.

County commissioners approved the design build contract by Beam during Tuesday's meeting.

Falls said the scope of work is to renovate five restroom locations, the construction of a new restroom building, construction of two new bays for the public safety base, the renovation of the base and fencing around the fairgrounds.

The renovations are expected to be completed by July 1, and the new construction has an anticipated completion date of Sept. 1. The Cleveland County Fair will be held at the end of the September.

Falls said the new restrooms will be located at the location of the previous Atrium Health building which was torn down and hauled away. To the right of that location is the public safety base, which will be renovated and expanded.

He said not only will the additions and improvements benefit the fair, but will also be beneficial for other events held on the grounds throughout the year.

Reporter Rebecca Sitzes can be reached at rsitzes@gannett.com.