



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
March 24, 2025, at 1:30 p.m.

Boardroom

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

The 22nd District Agricultural Association Board meeting will be conducted in person per Government Code Section 11133.

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

March 24, 2025 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 Item]
All matters listed under the Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss the 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.
 - **Contract Awards & Approvals** 4-6
 - **Sponsorship Agreement**
SPO-23-002 AM1 General Motors LLC
4. **PUBLIC COMMENT FOR 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. **CLOSED EXECUTIVE SESSION**
Pursuant to the authority of Government Code section 11126(a), (b), and (e) the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:
 - A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA. (Govt. Code, § 11126, subd. (e).)
 - B. To confer with and receive advice from legal counsel, regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, the Board will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)
 - C. ~~Personnel: The Board will meet in closed session to consider those items authorized under Section 11126 of the Government Code, including but not limited to the evaluation of performance of the CEO. [Gov. Code, § 11126, subd. (a)]~~
6. **RECONVENE TO OPEN SESSION**
7. **ADJOURNMENT**

ITEM 3 – CONSENT CALENDAR

March 24, 2025

Revenue Contract

Sponsorship Agreements					
Contract #	Contractor	Purpose	Effort Type	Term	Amount
SPO-23-002 AM1	General Motors LLC	Amendment extends term to cover 2025 and 2026 San Diego County Fairs	Fair	6/6/2023 – 4/16/2027	\$280,000.00 AM1 (Total contract value = \$560,000.00)

AMENDMENT #1

TO GENERAL MOTORS LLC PROMOTIONAL AGREEMENT

This agreement (the "Amendment"), dated as of the date of the last signature herein, is an amendment to the Promotional Agreement, dated June 6, 2023, by and between GM, General Motors LLC, a Delaware limited liability company, having a place of business at address 100 Renaissance Center, Detroit MI 48265-1000 ("GM") and 22nd District Agricultural Association, a California governmental agency, having a place of business at 2260 Jimmy Durante Blvd, Del Mar, CA 92014 ("Promoter").

The purpose of this Amendment is to amend the Agreement as follows:

1. Section 5.a Term will be deleted in its entirety and replaced as follows:

5. Term

a. Term. This Agreement begins on the last date on the signature page and ends on April 15, 2027 (the "Term"). If the Term is longer than one year, GM can terminate this Agreement effective December 31 of any year by giving Promoter written notice of termination before January 15 of that year.

2. Exhibit A, #1 will be deleted in its entirety and replaced as follows:

1. GM will sponsor the San Diego County Fair (the "Event") which will take place at the Del Mar Fairgrounds (the "Venue") in Del Mar, CA from June 6, 2023 through July 4, 2023 during Year One and on dates to be determined during Year Two, Year Three and Year Four. This Agreement consists of the following contract years:

From the date of signing of this Agreement by both parties through April 15, 2024 ("Year One");
April 16, 2024 through April 15, 2025 ("Year Two");
April 16, 2025 through April 16, 2026 ("Year Three");
April 16, 2026 through April 16, 2027 ("Year Four"); and (each a "Contract Year" or collectively the "Contract Years").

3. Exhibit A, #2 will be deleted in its entirety and replaced as follows:

2. GM agrees to pay to Promoter a total sponsorship fee of five hundred sixty thousand dollars (\$560,000) (the "Fee") in installments. GM may deduct from the Fee any amounts owed to GM by Promoter. Each Fee installment will be payable within 65 days after GM receives an invoice for the indicated payment. Promoter will issue invoices for each payment as follows:

\$140,000.00 for the Year One benefits received by GM, to be invoiced as follows:

\$70,000 to be invoiced on or after the execution of this Agreement;

\$70,000 to be invoiced on or after GM's receipt of Year One proof of performance binders acceptable to GM as described in Exhibit B.

\$140,000 for the Year Two benefits received by GM, to be invoiced as follows:

\$70,000 to be invoiced on April 16, 2024;

\$70,000 to be invoiced on or after GM's receipt of Year Two proof of performance binders acceptable to GM as described in Exhibit B.

\$140,000 for the Year Three benefits received by GM, to be invoiced as follows:

\$70,000 to be invoiced on April 16, 2025;

\$70,000 to be invoiced on or after GM's receipt of Year Three proof of performance binders acceptable to GM as described in Exhibit B.

\$140,000 for the Year Four benefits received by GM, to be invoiced as follows:

\$70,000 to be invoiced on April 16, 2026;

\$70,000 to be invoiced on or after GM's receipt of Year Four proof of performance binders acceptable to GM as described in Exhibit B.

4. Exhibit B, #1 will be deleted in its entirety and replaced as follows:

1. During Year One and Year Two Only: GM will receive prominent inclusion of one (1) 4-color, GM editorial inclusion reference containing GM's Marks, as supplied by AGENCY, on the event programs which will be produced and distributed by Promoter to a minimum of six hundred thousand (600,000) people.

5. Exhibit B, #2 will be deleted in its entirety and replaced as follows:

2. During Year One and Year Two Only: GM would receive prominent inclusion of one (1) 4-color GM reference containing GM's Marks, as supplied by AGENCY, on one hundred and ten thousand (110,000) Event day sheets, which will be produced and distributed by Promoter.

Except as modified herein by this Amendment, all of the terms and conditions of the Promotional Agreement remain in full force and effect without change.

PROMOTER
22nd District Agricultural
Association

GM
General Motors LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____