



## **NOTICE OF MEETING**

22<sup>nd</sup> District Agricultural Association Board of Directors meeting  
March 11, 2025, at 1:30 p.m.

### **Boardroom**

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

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

### **OUR PURPOSE**

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

### **OUR MISSION**

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

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

Frederick Schenk, President

Michael Gelfand, 1<sup>st</sup> Vice President

G. Joyce Rowland, 2<sup>nd</sup> 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

#### **22<sup>nd</sup> 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.*

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Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to insure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson. This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available at [www.delmarfairgrounds.com](http://www.delmarfairgrounds.com). Public comments on agenda items will be accepted during the meeting as items are addressed.



## 22<sup>nd</sup> District Agricultural Association Board of Directors Meeting

### AGENDA

March 11, 2025 at 1:30 p.m.

1. **CALL TO ORDER** – FIRST VICE PRESIDENT MICHAEL GELFAND  
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 Chair.
2. **ROLL CALL**
3. **CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)**  
Pursuant to the authority of Government Code section 11126(a), (b), and (e) the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:
  - A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA. (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).)
4. **RECONVENE TO OPEN SESSION** [Anticipated by 2:15 p.m.]  
Report on actions, if any, taken by the Board in closed executive session.
5. **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 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 – February 11, 2025** 6-11
  - **Contract Awards & Approvals** 77-78
    - **Standard Agreements from Competitive Solicitation** 79-82  
25-007 Garden Block Project
    - **Standard Agreements Exercising Option Years** 83-84  
23-007 AM1 Party Equipment Rental; 23-008 AM1 Golf Cart Rental
    - **Standard Agreements – Public Exigency** 85-88  
24-062 Grandstand Fire Watch Patrol
    - **Operator Agreements Exempt from Competitive Solicitation** 89-91  
25-1201 Prop Delivery and Installation
    - **Sponsorship Agreements** 92  
SPO-23-002 AM1 General Motors LLC; SPO-24-002 AM1 Anheuser-Busch, LLC

6. **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.

7. **GENERAL BUSINESS**

- A. **Finance Committee Report** – Michael Gelfand, Chair 12-19  
1. Discuss and vote on whether to amend Section 8, 9, and 10(2) of the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority [Action Item] 20-44
- B. **Fair Operations Committee Report** – Mark Arabo, Committee Member [Information Item] PowerPoint  
• Grandstand Agreements Executed per CEO Delegation of Authority 45  
25-1032 The Fifth Veda, Inc f/s/o LIVE and Double L Touring, LLC f/s/o Collective Soul; 25-1001 Counter Productions, Inc f/s/o Foreigner; 25-1003 Summersoulstice, Inc f/s/o Maxwell; 25-1022 Frias Entertainment f/s/o Los Tigres del Norte; 25-1009 JCWD Touring, Inc f/s/o Jordan Davis; 25-1026 XTHS, LLC f/s/o Xscape; 25-1027 LITTLE JONATHAN, INC f/s/o Lil Jon; 25-1028 W.L.L. & Associates f/s/o 2 Chainz; 25-1039 The Empire Agency f/s/o Sammy Johnson; 25-1040 Yessah Touring, LLC f/s/o Iam Tongi; 25-1041 Protoje; 25-1023 Frias Entertainment f/s/o Banda MS; 25-1031 Yeah Yeah Yeahs Touring LLC; 25-1002 Juan Fiesta Corp f/s/o Jon Pardi; 25-1024 Frias Entertainment f/s/o Banda el Recodo and Banda Los Recoditos; 25-1037 3EB Touring, Inc; 25-1030 Dunham Industries, Inc f/s/o Jeff Dunham; 25-1038 Birth LLC f/s/o Ziggy Marley; 25-1025 Frias Entertainment f/s/o Los Tucanes de Tijuana  
• The Sound Entertainment Agreements Executed per CEO Delegation of Authority 45  
25-1068 Paramount Organization, Inc f/s/o Taylor Shines Laser Spectacular; 25-1069 Paramount Organization, Inc f/s/o Pink Floyd Laser Spectacular; 25-1082 Hyprov Live USA Inc f/s/o Hyprov with Asad Mecci and Colin Mochrie; 25-1084 The Stander Group f/s/o Rocky Horror Picture Show with Barry Bostwick; 25-1066 Cesar's Way, Inc; 25-1083 Big Gigantic LLC f/s/o Big Gigantic; 25-1086 Range Team Inc f/s/o Marcello Hernandez  
• Don Diego Statue PowerPoint
- C. **DMTC Liaison Committee Report** – Mark Arabo, Chair [Information Item] Verbal
- D. **Discuss and vote on whether the District CEO should continue or discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar** [Action Item] 46-71

8. **EXECUTIVE REPORT** – CEO Carlene Moore [Information Item]

- **Operational Announcements**
  - Progress Report: Master Site Plan Outreach and Education Plan PowerPoint
  - State Race Track Leasing Commission and Del Mar Race Track Authority Meeting Preview Verbal
  - The Sound: A Year in Review PowerPoint
  - Guest Experience Program PowerPoint

- **Construction Projects & Facilities Updates**
  - Update on the Coast to Crest Trail
- **Industry News & Updates**

PowerPoint  
Verbal

9. **MATTERS OF INFORMATION**

- **Correspondence** 72-76
- **Review of Contracts Executed per CEO Delegation of Authority** 93-95
  - Standard Agreements 96-107
    - 25-010 Livestock Program Entry Coordination; 25-012 Large Format Printer Maintenance; 25-015 Community Banner Photography
  - Funding Contract (formerly Individual Project Agreements) with California Construction Authority (CCA) 108-122
    - 022-25-889896 Hacienda Room HVAC; 022-25-889934 Exhibit Hall Transformer; 022-25-889938 Mission Tower HVAC; 022-25-891285 Surfside Mechanical Roof; 022-25-889942 The Sound Boiler Replacement
  - 2025 San Diego County Fair Agreements 123-141
    - 25-1200 San Diego Fine Woodworkers Association; 25-1202 Get Fresh Communications; 25-1204 San Diego Garden Railway; 25-1205 KM Creative Solutions; 25-1206 Kathy Wadham
  - 2025 San Diego County Fair Entertainment Agreements
    - 25-1051 Twisted Orbit, LLC; 25-1052 Animal Cracker Conspiracy, Inc; 25-1053 Buck Trout Entertainment Corp; 25-1054 The Wilder Show; 25-1055 Social Artistry LLC; 25-1056 Social Artistry LLC; 25-1057 OutAt Inc; 25-1058 M.A.N.D.A.T.E. Records Inc; 25-1059 Swifty Swine; 25-1060 FIREnICE Enteratinment; 25-1061 BOOM! Percussion Entertainment, LLC; 25-1062 Melomano Inc; 25-1063 DMLD LLC; 25-1064 Stunt Dog Productions; 25-1065 Trapeze Co, LLC; 25-1067 Jeff L Martin; 25-1070 Great American Entertainment Co; 25-1071 Drew Miller f/s/o Euphoria Brass Band; 25-1072 Abel Jacome; 25-1073 Oasis Camel Dairy LLC f/s/o Nancy Riegler Bird Show; 25-1074 DOGZ Events, LLC; 25-1075 Full Contact Racing LLC; 25-1076 San Diego Bluegrass Society; 25-1077 Patrick Contreras; 25-1078 Fuzion, Inc f/s/o The Dreamboats; 25-1079 Fuzion, Inc f/s/o Let's Get It On: Tribute to Marvin Gaye & Motown; 25-1080 Fuzion, Inc f/s/o Sixtiesmania; 25-1081 Adam the Great; 25-1085 A Journey Heals dba Jag Real Estate f/s/o Jason Coleman
  - 2025 San Diego County Fair Judging Agreements
    - 25-34J Wesley D. Hagen
  - Event Agreements
    - 25-901 Central Valley Reptile Expo; 26-892 Biltwell Inc; 26-902 Pacific Bills Media; 26-903 SCEGA California

10. **ADJOURNMENT**



## **22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION**

### **Board of Directors Meeting**

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
**February 11, 2025**

### **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](https://www.delmarfairgrounds.com) website:*

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

#### **OFFICERS PRESENT**

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

#### **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  
Katie Mueller, Chief Operations Officer  
Tristan Hallman, Chief Communications Officer  
Doug Lofstrom, Interim Chief Administrative Officer  
Donna O'Leary, Office Manager

#### **OFFICERS ABSENT**

G. Joyce Rowland, 2nd Vice President

#### **CALL TO ORDER**

President Schenk called the meeting to order at 1:30 p.m. with a quorum present.

#### **ROLL CALL**

President Schenk, Vice President Gelfand, and Directors Barkett, Blair, Mosier, and Nejabat were present. Directors Arabo and Mead arrived shortly after the meeting began. Vice President Rowland had an excused absence.

#### **CONSENT CALENDAR**

President Schenk announced that standard agreement 25-002 would be pulled from consideration because of a protest filed the previous week.

PUBLIC COMMENT ON CONSENT CALENDAR (see pages 7-8 of transcript)

Lori Saldaña, Bonnie Croker

Vice President Gelfand moved to approve the Consent Calendar with the removal of standard agreement 25-002. Director Blair seconded the motion. President Schenk, Vice President Gelfand, and Directors Arabo, Barkett, Blair, Mosier, and Nejabat were all in favor. Director Mead was not present for the vote. The motion carried 7-0.

**PUBLIC COMMENT ON NON-AGENDA ITEMS** (see pages 11-21 of transcript)  
Carla Hayes, Allison Prater, Martha Sullivan, Chaun Reynolds, Patty Shenker, Lynn Freudenberg, Bonnie Croker, Lori Saldaña

**RECESS TO CLOSED EXECUTIVE SESSION**  
The Board recessed to Closed Executive Session at 1:52 p.m.

**RECONVENE TO OPEN SESSION**  
The Board reconvened to Open Session at 2:26 p.m. President Schenk stated that the District Board of Directors considered the advice of Counsel on the items listed on the Closed Session portion of the agenda and there is nothing to report.

**GENERAL BUSINESS**  
**Item 7-A: Presentation by San Diego Association of Governments (SANDAG) of the LOSSAN Rail Realignment Value Analysis Study**  
The LOSSAN rail realignment project team from SANDAG presented the results of its Value Analysis Study and introduced new alternatives for rerouting the train tracks away from the Del Mar bluffs. The options will be presented on February 28 to SANDAG's Board of Directors to provide further direction to SANDAG staff.

**PUBLIC COMMENT ON ITEM 7-A (see pages 47-57 of transcript)**  
Drew Cady, Camilla Rang, John Stahl, Shirli Weiss, Kristi Becker, Jewel Edson, Martha Sullivan, Lori Saldaña

**Item 7-B: Update on SANDAG's Bridge Replacement and Special Events Platform Project**  
District Supervising Environmental Planner Dustin Fuller reviewed the project timeline and next steps for construction of a new special events platform at the Fairgrounds as part of the replacement of the San Dieguito rail bridge.

**PUBLIC COMMENT ON ITEM 7-A (see pages 62-66 of transcript)**  
Jewel Edson, Camilla Rang, Carla Hayes, Martha Sullivan, Lori Saldaña

**Item 7-C: Discuss and vote on whether the District CEO should continue or discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar**  
President Schenk referred to the report beginning on page 18 of the meeting packet.

CEO Moore explained that:

- The City of Del Mar recently requested that SANDAG delay construction of the fully-funded bridge replacement and special events platform until a plan was finalized to re-route the railroad tracks along the LOSSAN corridor in Del Mar.

- The only reasons to advocate for such a delay would be to support Alternatives 10 and 14 as all other proposed alternatives from SANDAG would incorporate the project, while 10 and 14 would necessitate the project's destruction should it proceed.
- The City's request is in conflict with its own guiding principles, adopted in December of 2023, which called for SANDAG to identify options for rail realignment that would not negatively impact operations at the Fairgrounds, and to consider the City's interest to build affordable housing units at the Fairgrounds.

CEO Moore requested guidance from the Board on whether the District should continue or pause affordable housing negotiations with the City of Del Mar.

PUBLIC COMMENT ON ITEM 7-C (see pages 74-90 of transcript)

Terry Gaasterland, Camilla Rang, Shirli Weiss, Tracy Martinez, Mark Rittenbaum, Carla Hayes, Ashley Jones, Amy Cheshire, Jewel Edson, Martha Sullivan, Lori Saldaña

Vice President Gelfand moved to temporarily discontinue discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement regarding its request to host affordable housing on the 22<sup>nd</sup> DAA's property until the Board can consider the item again at its next meeting in March 2025. Director Arabo seconded the motion. President Schenk, Vice President Gelfand, and Directors Arabo, Barkett, and Nejabat were in favor. Directors Blair, Mead, and Mosier were not in favor. The motion carried 5-3.

The meeting recessed for a short break at 4:15 p.m. and resumed at 4:25 p.m.

Item 7-D: Finance Committee Report

President Schenk referred to the report beginning on page 27 of the meeting packet. CEO Moore introduced the District's Sales and Rentals Director, Paul Blaney, who reported that Nilforushan Equisport Events LLC is now up to date on payments under the Installment Payment Agreement and the parties are in discussions for potential future events at the Fairgrounds.

PUBLIC COMMENT ON NILFORUSHAN EQUISPORT EVENTS LLC

INSTALLMENT PAYMENT AGREEMENT (see pages 117-119 of transcript)

Lori Saldaña, Bonnie Croker

Item 7-D-1: Discuss and vote on whether to restructure or refinance the Del Mar Race Track Authority Revenue Bonds, Series 2015

President Schenk referred to the report beginning on page 40 of the meeting packet.

PUBLIC COMMENT ON ITEM 7-D-1 (see pages 121-126 of transcript)

Allison Prater, Martha Sullivan, Chaun Reynolds, Lynn Freudenberg, Lori Saldaña

Vice President Gelfand moved to not refinance the Del Mar Race Track Authority Revenue Bonds, Series 2015. Director Nejabat seconded the motion. President Schenk, Vice



President Gelfand, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 8-0.

Item 7-D-2: Consideration and vote to approve policies as recommended: 4.04 Financial Stewardship, 4.05 Financial Reserves, 6.02 Event Ticket Purchase, and 6.03 Cashless Fair Operations

PUBLIC COMMENT ON ITEM 7-D-2 (see page 128 of transcript)

None

Vice President Gelfand moved to approve Policies 4.04, 4.05, 6.02, and 6.03, and to establish the District's Reserve Fund starting balance at \$11.25 million with a goal to fully fund the reserve within ten years. Director Mosier seconded the motion. President Schenk, Vice President Gelfand, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 8-0.

Item 7-E: Master Site Plan Public Engagement Committee Report

Director Blair reported that the committee met with consulting firm Southwest Strategies to discuss methods to collect public feedback and input on the future master site plan of the Fairgrounds, including the possibility of a guest survey for ticket buyers. Southwest Strategies will present a progress report at the March Board meeting.

PUBLIC COMMENT ON ITEM 7-E (see pages 144-146 of transcript)

Martha Sullivan, Lori Saldaña

Item 7-F: Fair Operations Committee Report

President Schenk reported that the 2025 San Diego County Fair Grandstand, Paddock, and The Sound entertainment lineups would be announced at the March Board meeting.

PUBLIC COMMENT ON ITEM 7-F (see pages 147-148 of transcript)

Lori Saldaña

Item 7-G: DMTC Liaison Committee Report

President Schenk referred to the reports beginning on page 64 of the meeting packet.

Item 7-G-1: Consideration and vote to approve the 2025 Operating Budget of the Del Mar Thoroughbred Club

Director Arabo introduced Del Mar Thoroughbred Club President and COO Josh Rubinstein, who recapped the 2024 racing season and reviewed the proposed budget and projected revenues for 2025.

PUBLIC COMMENT ON ITEM 7-G-1 (see pages 154-162 of transcript)

Allison Prater, Martha Sullivan, Chaun Reynolds, Lynn Freudenberg, Lori Saldaña

Director Arabo moved to approve the 2025 Operating Budget of the Del Mar Thoroughbred Club. Director Mosier seconded the motion. President Schenk, Vice President Gelfand, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 8-0.

Item 7-G-2: Consideration and vote on whether to hold a grandstand concert on the final Sunday (July 6) of the 2025 San Diego County Fair

President Schenk announced that Item 7-G-2 would be withdrawn from consideration by request of the Del Mar Thoroughbred Club.

Item 7-H-1: Audit & Governance Committee Report – Consideration and vote to amend the Bylaws as previously presented

President Schenk referred to the report beginning on page 94 of the meeting packet.

PUBLIC COMMENT ON ITEM 7-H-1 (see page 167 of transcript)  
Lori Saldaña

Director Nejabat moved to approve the amendments to the Bylaws as previously presented. Director Mead seconded the motion. President Schenk, Vice President Gelfand, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 8-0.

**EXECUTIVE REPORT**

- Senior Vice President of ASM Global/Premier Food Services Shaun Beard introduced Jamie Houtman, Premier's new General Manager of Food and Beverage.
- CEO Moore and CCO Hallman presented the 40 awards the District received from the Western Fairs Association, including 20 first place awards and a featured award for best use of artificial intelligence.
- CEO Moore reported that the total spend in 2024 was \$818,298 on standard agreement 23-021 for on-call environmental services.
- District Facilities Director Brad Mason gave an update on the Facilities Condition Assessment Report, which is expected to be completed in 90 days.
- The Coast to Crest Trail update report was postponed until the March Board meeting.
- The District is following guidance from CDFA and monitoring new developments regarding H5N1 avian influenza, or bird flu.

PUBLIC COMMENT ON EXECUTIVE REPORT (see pages 180-181 of transcript)  
Martha Sullivan, Lori Saldaña

**MATTERS OF INFORMATION**

Correspondence can be found on pages 116-120 of the meeting packet. Contract information can be found on pages 121-196 of the meeting packet.

**ADJOURNMENT**

There being no further business to discuss, President Schenk adjourned the meeting at 5:59 p.m.

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Carlene Moore  
Chief Executive Officer

SUBJECT TO BOARD APPROVAL



## **Item 7-A, Finance Committee Report**

### **Background**

The Finance Committee ("the Committee") is charged by the Board Chair with the following:

- Reviewing and monitoring financial data and information pertaining to 22nd DAA.
- Reviewing the CEO's proposed budget prior to presentation to the Board.
- Making recommendations to the Board regarding financial matters, including day-to-day land use decisions, to improve 22nd DAA's financial health.
- Developing and amending recommended financial policies for Board consideration.
- Reviewing and recommending insurance policies and programs for board consideration.

### **Process/Approach:**

Accompanying this Committee Report are preliminary financial reports for 2024 through December 31. These reports are subject to change as the 22nd District Agricultural Association (22nd DAA) works to review and close out the month.

The Balance Sheet is consolidated and inclusive of 22nd DAA, State Race Track Leasing Commission (SRTLCL), and Del Mar Race Track Authority (RTA).

The Income Statement is inclusive of 22nd DAA programs and operations only.

As previously 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.).

## **Executive Summary**

### **Overview:**

Factoring out the \$5,664,015 PPP loan repayment, for the 2024 financial year, 22nd DAA operations performed better than expected by approximately \$4.6 million.

- A total savings of \$8.2 million were achieved from reduced Payroll & Related Expense (\$2.162 million) and Professional Services (\$6.047 million) for the year.
- The 22nd DAA also received the New Fair Funds (AB1499) in the amount of \$1,484,500 in January 2024 and \$560,000 in December. The New Fair Funds were unanticipated at the time the budget was developed and approved, and 22nd DAA utilized the New Fair Funds for a portion of the capital expenditure items in 2024.

## **Detail & Analysis of the Income Statement:**

**Strengths:** For the financial year of 2024, the 22nd DAA outperformed its budget projections in the following categories:



**Facility Rentals Revenues:** For the 2024 financial year, this category is higher than forecast by nearly 15%, or \$1,360,000. For the month of December, this element exceeded the forecast by nearly 2.5% or \$26,000.



Throughout the 2024 financial year, **total operating expenses** were nearly 11% (or \$9,236,000) lower than forecasted. This reduction was primarily due to lower-than-expected costs in payroll and related expenses, professional services expenses, and program expenses.



**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 December, 22nd DAA is trending lower than the budgeted amount by 10%, or \$128,000. Through the 2024 financial year, this element is lower than the budget by about 11%, or \$2,162,000.



**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 budgeted amounts, resulting in variances between the months during the year. For the month of December, this category is trending lower than forecast by 5%, or \$71,000. For the 2024 financial year, this category is lower than the budget by nearly 17%, or \$6,047,000.



**Food and Beverage Expenses** as a subcategory of the Professional Services Expense is higher than the budget estimate by nearly 23%, or \$143,000, for the month. Through the 2024 financial year, this cost element is lower than the budget by nearly 7% or \$1,506,000. As a reminder, The Breeders' Cup event was held on November 1<sup>st</sup> and 2<sup>nd</sup>.

**Challenges:** For the 2024 financial year, the 22<sup>nd</sup> DAA did not meet expectations in the following categories:



**Total Operating Revenues** for the 2024 financial year were lower than expected by 10%, or about \$8,700,000, in large part due to actual revenue earned versus what was anticipated during the budget process for the Fair, The Sound, and the Summer Race Meet.



**Concessions Revenues:** Food and Beverage sales fell short of expectations for year by 17%, or nearly \$4,705,000. Major factors contributing to this shortfall include lower revenues during the races, fewer concerts than expected at The Sound, lower revenues from the Foodieland event, and the cancellation of KAABOO.



**Parking Revenues** for the month of December is higher than the forecast by nearly 59% or \$70,000. For the year, this element fell short of the forecast by nearly 14%, or \$1,045,000. The cancellation of KAABOO Festival in September contributed to year-to-date shortfall by \$521,250.



**Total Revenue** For the 2024 financial year is lower than originally anticipated by \$5,584,000 or nearly 6%.



**Interest Expense** for the 2024 financial year is higher than the budget by nearly \$901,000 due to the settlement of the PPP loan in September of 2024 as the District had not budgeted for this element during 2024 budget process.



**Total Operating Expenses** were lower than expected by 6%, or \$208,000 for the month. For the 2024 financial year, total operating expenses are lower than budget by \$9,235,000 or nearly 11%.

### **About the Financial Statements**

#### Balance Sheet:

Data for fiscal years 2022 and 2023 are included for comparison purposes to the current year, 2024.

#### Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned while expenses are recognized in the month incurred. For example, revenues for the San Diego County Fair were reflected in the June and July financial reports, while expenses for producing and preparing for the Fair are reflected in the months leading up to and after the Fair.

The first three columns of figures represent the month's activity — Actual, Budget, and Variance of Actual vs. Budget. The middle grouping of columns represents the year-to-date activity, while the last column presents the complete 2024 Operating Budget goals.

**December Performance:** The Net Income activity for the month of December was higher than the forecast, mostly due to the New Fair Funds (AB1499) received which were unanticipated at the time the budget was prepared.

**The Sound:** Eight events were produced at The Sound in December, matching the monthly forecasted events but fell short by one event when considering Finance Committee's challenge. For the 2024 financial year, The Sound fell short behind the forecasted number of shows — 60 events actual versus the forecasted 80 — but due to the popularity of the shows held, *the net income for the year amounted to \$505,170 which was near but lower than forecast by about 10%.*

## Definitions

**Restricted Cash RTA:** This reflects the cash available for the Race Track Authority bond obligations. This includes:

- 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 22nd DAA (the equivalent of one year's debt obligation); and
- 4) when applicable, surplus funds contributed that revert to 22nd DAA.

As a reminder, Net Horse Racing Revenues and/or Net Concession Revenues are transferred to the trustee by January 15 each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

### **A note on the RTA Bonds:**

Since the beginning of 2023, after applying the contribution from Net Horse Racing Revenues, 22<sup>nd</sup> DAA has used \$3.5 million of its surplus funds to pay down the remaining balance of the annual principal and interest amounts due and the turbo calculation (when required) on the RTA Bonds. Turbo payments for this period totaled \$1,915,000. Total principal and interest payments (excluding turbo payments) during this period were \$3,095,000 and \$3,390,625, respectively.

**Deferred Revenue:** This consists of advance payments received for scheduled activities in the future, such as event rentals and the San Diego County Fair. As each event occurs, the revenue is realized in the same month as the event.

**Accrued Employee Leave Liabilities:** This reflects the current value of the leave balances due to employees upon separation from 22nd DAA. Balances continue to be managed to remain within the state-mandated thresholds.



**22nd DAA**  
**Consolidated Balance Sheet (DAA, RTA, RTLC)**  
**As of December 31, 2024**

	2024	2023	2022
<b>Assets</b>			
Cash	\$ 32,039,871	\$ 36,141,483	\$ 31,955,381
Restricted Cash - JLA	79,212	57,578	44,917
1 Restricted Cash - F&B Equipment Fund	18,718	51,157	172,903
2 Restricted Cash - RTA	10,907,102	12,872,543	14,371,195
<b>Total Cash and Cash Equivalents</b>	<b>43,044,903</b>	<b>49,122,761</b>	<b>46,544,397</b>
Accounts Receivable	1,930,801	2,584,830	1,755,442
Prepaid Expenses	432,551	311,897	384,672
3 Deferred Outflows Pension	5,298,571	5,298,571	5,298,571
<b>Total Current Assets</b>	<b>7,661,923</b>	<b>8,195,298</b>	<b>7,438,685</b>
Land and Land Improvements	45,166,113	45,166,113	35,011,899
Building and Improvements	217,564,033	217,564,033	197,145,152
Equipment	39,479,144	38,849,439	38,306,559
Capital Projects in Process	5,702,160	1,806,615	30,729,783
Accumulated Depreciation	(191,722,134)	(191,722,134)	(181,302,229)
<b>Total Capital Assets</b>	<b>116,189,317</b>	<b>111,664,066</b>	<b>119,891,163</b>
<b>Total Assets</b>	<b>\$ 166,896,142</b>	<b>\$ 168,982,125</b>	<b>\$ 173,874,245</b>
<b>Liabilities</b>			
Accounts Payable	8,615,701	7,859,060	6,657,992
Payroll Liabilities	992,528	786,788	537,676
Accrued Liabilities	1,657,267	1,898,178	1,930,760
Other Current Liabilities	358,510	546,363	1,703,998
5 Deferred Revenue	1,700,903	2,144,705	2,504,948
4 Current Long Term Debt	2,105,891	2,516,675	3,133,355
6 Accrued Employees Leave Liabilities	1,228,755	1,361,019	1,231,048
7 Long Term Debt	54,170,353	57,789,275	61,448,807
Reserve - F&B Equipment Fund	97,143	(1,301)	607,289
Reserve - JLA	43,292	36,607	16,305
3 Pension Liability	40,345,562	40,141,406	39,930,036
3 Deferred Inflows - Pension	1,754,199	1,754,199	1,754,199
<b>Total Liabilities</b>	<b>113,070,103</b>	<b>116,832,973</b>	<b>121,456,412</b>
<b>Net Resources</b>			
Contributed Capital	78,877,171	78,877,171	78,877,171
Less Contributed Capital to RTA	(34,358,470)	(34,358,470)	(34,358,470)
Net Resources - Unrestricted	11,515,553	11,783,919	(5,921,909)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	52,142,468	52,410,834	34,705,006
Net Proceeds from Operations	1,683,571	(261,681)	17,712,827
<b>Total Net Resources</b>	<b>53,826,039</b>	<b>52,149,152</b>	<b>52,417,833</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 166,896,142</b>	<b>\$ 168,982,125</b>	<b>\$ 173,874,245</b>

- 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 \$29.0M; Ibank WQI \$6.2M; Ibank Sound \$13.0M; Premier \$1.3M; Energy Efficiency \$3.1M; CalPers SB84 \$1.5M.

**22nd DAA**  
**Income Statement**  
For the Period Ending December 31, 2024  
**DAA**

	December 2024			Year-to-Date			Full 2024
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>REVENUES</b>							
Admissions Revenue	0	0	0	11,710,488	13,649,053	(1,938,565)	13,649,053
Gates	0	0	0	11,710,488	13,649,053	(1,938,565)	13,649,053
Concessions Revenue	512,452	554,849	(42,397)	45,966,918	53,102,000	(7,135,082)	53,102,000
Food & Beverage Contra	508,313	533,249	(24,936)	23,288,822	27,994,405	(4,705,583)	27,994,405
Other Food & Beverage	0	0	0	4,612,594	4,944,911	(332,317)	4,944,911
Midway	0	0	0	17,919,944	20,060,139	(2,140,195)	20,060,139
Facility Rentals Revenue	1,099,847	1,073,858	25,989	10,256,713	8,896,646	1,360,067	8,896,646
Commercial	0	0	0	3,584,970	2,501,590	1,083,380	2,501,590
Racetrack	725,000	725,000	0	1,825,000	1,825,000	0	1,825,000
Leases Revenue	49,168	48,781	387	568,239	577,851	(9,612)	577,851
Program Revenues	210,166	137,575	72,591	7,172,602	8,149,861	(977,259)	8,149,861
JLA	0	0	0	44,391	22,500	21,891	22,500
Parking	187,385	117,375	70,010	6,258,673	7,303,861	(1,045,188)	7,303,861
Participation Fees	735	0	735	340,435	335,000	5,435	335,000
Satellite Wagering	22,046	20,200	1,846	529,103	488,500	40,603	488,500
<b>OPERATING REVENUE TOTALS</b>	<b>1,871,633</b>	<b>1,815,063</b>	<b>56,570</b>	<b>75,674,960</b>	<b>84,375,411</b>	<b>(8,700,451)</b>	<b>84,375,411</b>
Contributions	(149,057)	(539,400)	390,343	3,854,805	2,273,110	1,581,695	2,273,110
Government Funding	560,500	0	560,500	2,045,000	0	2,045,000	0
Sponsorships	(709,557)	(539,400)	(170,157)	1,795,800	2,269,610	(473,810)	2,269,610
Other Non-Operating Revenue	396,725	261,691	135,034	2,036,064	1,258,512	777,552	1,258,512
Interest Earnings	389,702	255,000	134,702	1,633,639	1,020,000	613,639	1,020,000
Reimbursed Costs	323,899	182,907	140,992	2,106,192	1,412,314	693,878	1,412,314
Prior Year Revenue	0	0	0	62,394	0	62,394	0
<b>NON-OPERATING REVENUE TOTALS</b>	<b>571,567</b>	<b>(94,802)</b>	<b>666,369</b>	<b>8,059,455</b>	<b>4,943,936</b>	<b>3,115,519</b>	<b>4,943,936</b>
<b>TOTAL REVENUE</b>	<b>2,443,200</b>	<b>1,720,261</b>	<b>722,939</b>	<b>83,734,414</b>	<b>89,319,347</b>	<b>(5,584,933)</b>	<b>89,319,347</b>
<b>EXPENSES</b>							
Payroll & Related Expense	1,134,750	1,263,633	128,883	17,858,901	20,021,458	2,162,557	20,021,458
Professional Developer	18,021	19,950	1,929	174,310	354,509	180,199	354,509
Professional Services Expense	1,349,103	1,419,861	70,758	29,223,519	35,271,131	6,047,612	35,271,131
Food & Beverage Expens	743,148	599,728	(143,420)	19,575,590	21,081,505	1,505,915	21,081,505
Insurance Expense	226,751	162,209	(64,542)	2,018,217	1,877,804	(140,413)	1,877,804
Facility & Related Expense	368,510	448,964	80,454	7,129,365	6,967,696	(161,669)	6,967,696
Equipment & Small Ware	0	0	0	147,686	330,000	182,314	330,000
Telephone & Internet	8,987	9,524	537	101,647	101,998	351	101,998
Repairs & Maintenance	3,739	60,505	56,766	1,010,968	748,456	(262,512)	748,456
Utilities	351,561	371,000	19,439	4,362,981	4,020,000	(342,981)	4,020,000
- Electricity	142,473	-	-	2,515,181	-	-	-
- Water	115,147	-	-	799,417	-	-	-
Supplies Expense	32,992	27,050	(5,942)	1,547,178	1,740,934	193,756	1,740,934
Marketing & Related Expense	7,285	0	(7,285)	1,250,600	1,499,150	248,550	1,499,150
Program Expenses	26,464	31,949	5,485	15,466,887	16,939,508	1,472,621	16,939,508
Prizes & Premiums	0	0	0	18,197	0	(18,197)	0
Artists & Entertainment	0	0	0	5,020,791	5,411,350	390,559	5,411,350
Midway Operator Expen.	0	0	0	10,024,157	11,117,754	1,093,597	11,117,754
Other Operating Expense	79,144	79,649	505	3,525,017	2,937,616	(587,401)	2,937,616
Bank & Service Fees	10,931	11,364	433	1,641,519	2,064,546	423,027	2,064,546
Interest Expense	68,216	68,285	69	1,743,377	841,570	(901,807)	841,570
<b>OPERATING EXPENSE TOTALS</b>	<b>3,224,999</b>	<b>3,433,315</b>	<b>208,316</b>	<b>78,019,684</b>	<b>87,255,297</b>	<b>9,235,613</b>	<b>87,255,297</b>
Other Non-Operating Expense							
Prior Year Expense	21,398	0	(21,398)	4,665,124	0	(4,665,124)	0
<b>NON-OPERATING EXPENSE TOTALS</b>	<b>21,398</b>	<b>0</b>	<b>(21,398)</b>	<b>4,665,124</b>	<b>0</b>	<b>(4,665,124)</b>	<b>0</b>
<b>TOTAL EXPENSE</b>	<b>3,246,398</b>	<b>3,433,315</b>	<b>186,917</b>	<b>82,684,807</b>	<b>87,255,297</b>	<b>4,570,490</b>	<b>87,255,297</b>
<b>NET INCOME (LOSS)</b>	<b>(803,198)</b>	<b>(1,713,054)</b>	<b>909,856</b>	<b>1,049,607</b>	<b>2,064,050</b>	<b>(1,014,443)</b>	<b>2,064,050</b>

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 Dec-24

December 2024 Food Service Revenues were \$478,313. Budgeted Revenues for December 2024 were \$496,761.

Net distribution to the District for December 2024 was \$(231,595) or -48.4%. Budgeted distribution for December 2024 was \$(102,967) or -20.7%.

Year-to-date 2024 distribution to the District is \$3,308,631 or 14.2%. The budgeted distribution for YTD 2024 was \$6,196,086 or 22.8%.

<b>Dec-24</b>	<b>2024 ACTUAL</b>	<b>%</b>	<b>2024 BUDGET</b>	<b>%</b>	<b>2023 ACTUAL</b>	<b>%</b>
TOTAL REVENUE	478,313	100.0%	496,761	100.0%	446,542	100.0%
TOTAL COGS	170,821	35.7%	108,042	21.7%	99,262	22.2%
GROSS MARGIN	307,492	64.3%	388,719	78.3%	347,280	77.8%
TOTAL PAYROLL	419,947	87.8%	411,778	82.9%	366,606	82.1%
OPERATING EXPENSES	152,225	31.8%	94,618	19.0%	55,411	12.4%
NET PROFIT	(264,680)	-55.3%	(117,677)	-23.7%	(74,737)	-16.7%
CLIENT DISTRIBUTION	(231,595)	-48.4%	(102,967)	-20.7%	(65,395)	-14.6%

<b>YTD</b>	<b>2024 ACTUAL</b>	<b>%</b>	<b>2024 BUDGET</b>	<b>%</b>	<b>2023 ACTUAL</b>	<b>%</b>
TOTAL REVENUE	23,258,822	100.0%	27,228,716	100.0%	20,044,289	100.0%
TOTAL COGS	5,182,941	22.3%	6,127,038	22.5%	4,331,230	21.6%
GROSS MARGIN	18,075,881	77.7%	21,101,678	77.5%	15,713,059	78.4%
TOTAL PAYROLL	10,973,707	47.2%	11,024,180	40.5%	8,608,376	42.9%
OPERATING EXPENSES	3,320,881	14.3%	2,996,257	11.0%	2,264,990	11.3%
NET PROFIT	3,781,293	16.3%	7,081,241	26.0%	4,839,693	24.1%
Y-T-D CLIENT DISTRIBUTION	3,308,631	14.2%	6,196,086	22.8%	4,234,731	21.1%



## **Item 7-A-1, Finance Committee Report – Amendments to the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority**

### **Background**

The Del Mar Race Track Authority (Authority) was formed August 1, 1990 through the Joint Exercise of Powers Agreement (Agreement) between the 22nd District Agricultural Association (District) and the State Race Track Leasing Commission (Commission) – and was subsequently amended in 1996, 2013, and 2015 – for the “purpose of financing the capital improvements, renewals, and replacements at the District’s fairgrounds.”

In August 2023, the Authority Board delegated authority to Carlene Moore, Authority Secretary, to coordinate with all necessary parties to determine how to properly account for the assets that were built or improved upon on District property using bond proceeds. The Authority Board wanted an explanation for why the improvements appeared to have been previously recorded and reported as assets of Authority, not of the District.

Following Authority Secretary Moore’s report at the meeting of March 2024 (included on the following pages), the Authority Board directed Secretary Moore to further explore how to uncomplicate the asset accounting with Authority’s bonds counsel and Certified Public Accountant. Secretary Moore would then be expected to report back with a recommendation at a future Authority Board meeting.

### **Approach**

After careful review and discussion with the municipal advisor, bonds counsel, and certified public accountant to Authority and District, it has been determined that while there is a historical basis for the accounting treatment of the Grandstand and other financed assets, it was unnecessary to account for them as Authority assets. In addition, upon further analysis, the ownership of the financed facilities does not impact the security of the bondholders.

As was reported to the Authority Board at the meeting of March 2024, Section 9 of the Agreement stipulates that “upon payment of all charges and obligations of the [Authority]...incurred in connection with the financing for the grandstand and all related improvements and betterments, as set forth in the Master Plan, *title* to the grandstand shall vest in the District” {emphasis added}. This language provides the context as to why Authority’s accountants have historically held those financed assets on the Authority ledger, as it was contemplated that Authority would hold title until final obligation payments have been made. However, this rationale resulted in an overly complicated accounting process between the Authority and District.

On the recommendation of Authority’s bond counsel, in consultation with the certified public accountants for Authority and District, the Authority Board voted to

recommend that the Agreement be amended through the approval of the Commission and District at subsequent meetings to clarify that, for accounting purposes, the financed assets shall be reflected in the audited statements of the District as District assets.

Upon further review of the Agreement by Authority Secretary Moore and Counsel, in addition to amending Section 9, it is recommended to also amend Sections 8 and 10(2) of the Agreement to clarify the role of the Commission and the District regarding the improvements to the grandstand located at the District's fairgrounds and to extend the time to complete the report of the annual audit given the Commission's staff and resource-related constraints.

Section 18 of the Agreement provides that the Agreement may be amended or supplemented by the District and the Commission by written agreement, with the written approval of the state agencies approving the Agreement. The Commission will meet on March 21, 2025, to consider and vote on the amendments.

### **Recommendation**

It is recommended to approve the resolution for the Fourth Amendment to Joint Exercise Of Powers Agreement for The Del Mar Race Track Authority as presented. Pending the Commission's approval, this resolution will amend Sections 8, 9, and 10(2) of the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority.

The Agreement is attached in a redline version for tracking the proposed changes and a clean version for ease of reading.

# **Del Mar Race Track Authority (Authority)**

## **Item 5, Assets Determination**

**March 20, 2024**

The Del Mar Race Track Authority (Authority) was formed in 1990 through the Joint Exercise of Powers Agreement (JPA) between the 22nd District Agricultural Association (District) and the State Race Track Leasing Commission (Commission) and was subsequently amended in 1996, 2013, and 2015, for the “purpose of financing the capital improvements, renewals, and replacements at the District’s fairgrounds.”

As a reminder, the Commission was created by the State Legislature in 1968 with the responsibility and authority to lease the Del Mar Race Track and to oversee the expenditure of the rents received from leasing the track for the purpose of implementing a long-range, comprehensive improvement of the District’s property.

The Authority has financed the “capital improvements, renewals, and replacements at the District’s fairgrounds” through the issuance of Revenue Bonds in 1996, 2005, and 2015. In addition to those capital improvements financed through the Authority, the District would put forward two Authority budgets in addition to the Bond Projects (when bond monies were available) - Administration and Maintenance Expenses Budget for ongoing operations of the Grandstand, and a Projects Budget for environmental, backstretch, and other facility improvements (again, separate from bond projects). Regardless of Pledged Revenues to the Authority, since at least 2015, these operating and project expenses were paid for through the transfer of funds from the District to the Authority.

After careful review and discussion with the District’s municipal advisor and bonds counsel in 2020, as the bond revenues had been completely exhausted by 2020, the District ended the practice of putting forward additional budgets for the Authority’s approval by incorporating all operating expenses and capital improvement projects as part of the District budget and approval process.

At the Authority meeting of August 2023, the Authority Board delegated authority to Carlene Moore, Authority Secretary, to coordinate with any all necessary parties to determine how the assets that were built or improved upon on District property using bond revenue should properly be accounted for, as it appeared, based on the Authority Balance Sheet, that the improvements were recorded as assets of the Authority, not of the District.

There is a historical basis for the accounting treatment of the grandstand asset. Section 9 of the JPA stipulates that “upon payment of all charges and obligations of the [Authority]...incurred in connection with the financing for the grandstand and all related improvements and betterments, as set forth in the Master Plan, title to the grandstand shall vest in the District.”

Upon further analysis, the ownership of the financed facilities does not impact the security of the bondholders, so on a preliminary basis, the JPA provision could be amended through the approval of the Commission and District to provide for District ownership of the financed facilities prior to the bonds being paid off, or the provision can remain as is.

## **FOURTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR THE DEL MAR RACE TRACK AUTHORITY**

This Fourth Amendment (“Third Amendment”) to the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority is entered into as of March 21, 2025, by and between the State Race Track Leasing Commission (the “Commission”) and the 22<sup>nd</sup> District Agricultural Association of the State of California (the “District”). Each capitalized term in this Third Amendment will have the meaning ascribed to it in the Joint Exercise of Powers Agreement between the Commission and the District, dated as of August 1, 1990, as amended (the “Agreement”).

### **RECITAL**

WHEREAS, the Commission and the District entered into the Agreement creating the Del Mar Race Track Authority (the “Authority”) to finance the construction and equipping of a grandstand and related facilities at the District’s fairgrounds and for other purposes authorized under the Act.

WHEREAS, Section 18 of the Agreement provides that the Agreement may be amended or supplemented by the District and the Commission by written agreement, with the written approval of the state agencies approving the Agreement.

WHEREAS, the Commission desires to clarify the role of the Commission and the District regarding the improvements to the grandstand located at the District’s fairgrounds.

WHEREAS, the Commission desires to extend the time to complete the report of the annual audit given the Commission’s staff and resource-related constraints.

WHEREAS, the District desires to clarify the ownership of capital improvements financed and/or refinance by the Authority through the issuance of the Authority’s Bonds.

WHEREAS, the Commission and the District desire to amend the Agreement provide that capital improvements financed and/or refinance by the Authority through the issuance of the Authority’s Bonds are owned by the District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Amendment of Agreement.

(1) Section 8 of the Agreement shall be amended in its entirety as follows:

“Section 8. Construction

Construction of the grandstand as set forth in the Master Plan, and activities related to such construction, shall be performed pursuant to a contract or contracts let by the District, with the approval of the Authority, consistent with contracting procedures followed by the District.”

(2) Section 9 of the Agreement shall be amended in its entirety as follows:

“Section 9. Ownership of Assets; Disposition of Funds

Any capital improvements financed or refinanced by the Authority through the issuance of Bonds shall be the property of the District. Upon termination of this Agreement pursuant to Section 2, or otherwise, and upon payment of all charges and obligations of the Authority, including charges pursuant to Section 3.E.(6) and all obligations incurred in connection with Bonds issued by the Authority, any remaining funds of the Authority shall be paid to the funds of origin in proportion to which those funds were contributed, as set forth in the financial records of the Authority.”

(3) Section 10(2) of the Agreement shall be amended as follows:

A report of the audit shall be filed within six months of the end of the fiscal year under examination.

B. Effectiveness of Fourth Amendment. This Fourth Amendment shall become effective upon execution by the parties hereto, and the written approval of the California Department of Food and Agriculture, the California Department of General Services, and the Treasurer of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

THE STATE RACE TRACK LEASING  
COMMISSION

THE 22<sup>ND</sup> DISTRICT AGRICULTURAL  
ASSOCIATION

BY: \_\_\_\_\_

Name: Michele Perrault

Title: Commission Chairperson

BY: \_\_\_\_\_

Name: Frederick Schenk

Title: District Board Chairperson

APPROVED:

DEPARTMENT OF FOOD AND  
AGRICULTURE

TREASURER OF THE STATE OF  
CALIFORNIA

BY \_\_\_\_\_

Title: \_\_\_\_\_

BY \_\_\_\_\_

Deputy Treasurer

For California State Treasurer John Chiang

DEPARTMENT OF GENERAL SERVICES

BY \_\_\_\_\_

Title: \_\_\_\_\_



JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE  
DEL MAR RACE TRACK  
AUTHORITY

---

BY AND BETWEEN  
THE STATE RACE TRACK LEASING COMMISSION  
AND  
THE 22ND DISTRICT AGRICULTURAL ASSOCIATION  
OF THE STATE OF CALIFORNIA

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DATED AS OF AUGUST 1, 1990  
AMENDED JULY 19, 1996  
AMENDED FEBRUARY 5, 2013  
AMENDED JULY 1, 2015  
AMENDED MARCH 21, 2025

## JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of August 1, 1990 (hereinafter referred to as the "Agreement"), by and between the State Race Track Leasing Commission (the "Commission"), and the 22nd District Agricultural Association (the "District") acting by and through its Board of Directors,

### WITNESSETH:

WHEREAS, there is at the racing enclosure on the fairgrounds owned by the District a grandstand used for the District's annual fair and for an annual thoroughbred horse race meeting, and for other events, exhibitions, concerts, race meetings and other purposes authorized by the District or by the Commission acting on behalf of the District; and

WHEREAS, the Commission and the District agree that said grandstand is approaching the end of its useful life and should be replaced by a new grandstand and has so provided in the Master Plan for Del Mar Fairgrounds (the "Master Plan"); and

WHEREAS, the Commission and the District are empowered by Part 3 of the Division 3 of the California Food and Agricultural Code (the "Law"), including but not limited to Section 4156 of the Law to expend funds for the long-range comprehensive development and improvement of, and construction upon the property of the District in accordance with the Master Plan; and

WHEREAS, the District is empowered by the Law with the approval of both the Department of Food and Agriculture and the Department of General Services, to improve its real property; and

WHEREAS, the Commission and the District agree that a new grandstand should be constructed at the District's racetrack enclosure and paid for by the proceeds of revenue bonds and funds available to the Commission and District; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code, codified at Sections 6500 and following (the "Act") permits two or more public agencies by agreement to exercise jointly held powers common to the contracting parties; and

WHEREAS, the parties hereto desire to enter into a joint powers agreement pursuant to the Act to create an entity to finance the construction and equipping of a grandstand and related facilities at the District's fairgrounds and for other purposes authorized under the Act;

NOW, THEREFORE, THE COMMISSION AND THE DISTRICT, IN CONSIDERATION OF THE MUTUAL PROVISIONS AND AGREEMENTS HEREIN CONTAINED, DO AGREE AS FOLLOWS:

Section 1. Purpose

This Agreement is made pursuant to the provisions of the Act to provide for the joint exercise of powers common to the Commission and the District for the purpose of financing capital improvements, renewals and replacements at the District's fairgrounds. Such purposes will be accomplished, and said powers exercised, in accordance with the Act, the Law, and in the manner hereinafter set forth.

Section 2. Term

This Agreement shall be effective as of August 24, 1990, and shall continue in full force and effect until December 31, 2040, unless extended or earlier terminated by a supplemental written agreement between the Commission and the District; provided, however, that in no event shall this Agreement terminate until such time as all revenue bonds, certificates of participation, notes, loans or other obligations (collectively the "Bonds") of the Authority established pursuant to this Agreement shall have been paid in full or adequate provision for such payment in full shall have been made, as set forth in the proceedings for the issuance thereof.

Section 3. Authority

A. Creation of Authority. Pursuant to the Act and the Law, there is hereby created a public entity separate from the parties hereto, to be known as the Del Mar Race Track Authority (the "Authority"). The Authority shall be a public entity separate and apart from the Commission, the District, and the State of California (the "State").

Pursuant to Section 6508.1 of the Act, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities or obligations of the Commission, the District, or the State of California.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in Section 6503.5 of the Law.

B. Indemnification. The Authority shall, to the extent permitted by law, defend, indemnify and hold harmless the Commission, the District, the State of California, and their officers, agents, and employees from all claims, losses, damages, costs, injury and liability

of every kind, nature and description arising from the activities of the Authority, or the activities undertaken pursuant to this Agreement; provided, however, that any obligations under this Section 3.B. are expressly made subordinate and junior to the obligations of the Authority under, or otherwise relating to, the Bonds.

C. Governing Board. The Authority shall be administered by a governing board called the Del Mar Race Track Authority Board (the "Board"). The Board shall consist of the members of the Commission, each of whose members shall serve, ex officio, as a member of the Board. Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

D. Meetings of the Board

(1) Regular meetings. The Board shall provide for its regular, adjourned regular, and special meetings. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each party to this Agreement.

(2) Bagley-Keene Open Meeting Act. All meetings of the Board, including without limitation regular, closed, adjourned regular and special meetings shall be called upon notice, held, and conducted in accordance with the provisions of the Bagley-Keene Open Meeting Act (commencing with Section 11120 of the Government Code).

(3) Minutes. The Secretary of the Authority shall cause to be kept minutes of all meetings and shall, after each meeting, cause a copy of the minutes to be sent to each regular member of the Board, and to each party to this Agreement.

(4) Records. The Board shall cause all records regarding this Agreement and activities undertaken pursuant to this Agreement, including all activities undertaken by the Board including the Bonds, to be retained for at least six years following termination of the Authority, or final payment of the Bonds, whichever is later.

(5) Quorum. A majority of Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

E. Officers: Duties

(1) The Board shall elect a President and a Vice-President of the Board from among its members. The Board shall also appoint a Secretary who may, but need not, be a member of the board.

(2) The chief financial officer of the District is designated as the Treasurer of the Authority. The Treasurer shall have the powers, duties, and responsibilities

specified in Section 6505.5 of the Government Code. That person or entity designated in writing by the President or Vice-President of the Board of Directors of the Del Mar Race Track Authority shall be the sole agent for offering and selling any Bonds to be issued by the Authority. The duties of the person or entity designated as the sole agent for offering and selling any bonds to be issued by the Authority shall include, but not be limited to, selection of the underwriters who will purchase the bonds, the pricing of bonds, the determination of the underwriter compensation and reimbursement of expenses, and signing any purchase agreement for the bonds on behalf of the Authority.

(3) The Controller of the Authority shall be designated by the Board in its By-Laws referred to in Section 4 hereof.

(4) The Authority's Treasurer and Controller are designated as the public officers or persons who have charge of, handle or have access to property of the Authority; and such officers shall file an official bond as required by Section 6505.1 of the Act in an amount to be determined by the Board.

(5) The Authority may request from the State Department of Finance, the State Department of General Services, the State Department of Food and Agriculture, the State Department of Justice, the Commission, and the District the services of such personnel as may be needed to carry out this Agreement, and the Authority shall have the power to retain temporary professional and technical assistance for the performance of this Agreement, provided that adequate funds are available to pay for such services.

(6) Upon presentation, the Board or its designee shall approve proper charges made against the Authority for the services of the Treasurer of the State, the Controller of the State, and any other department of the State, Commission, or District employee performing services for the Authority. Such charges shall be consistent with similar charges of such agency, as applicable, for similar services. No department, Commission, or District employee shall be deemed to be an employee of the Authority, except when acting as Secretary, Treasurer or Controller of the Authority.

#### Section 4. By-Laws

The Board shall have the power to adopt By-Laws that the Board, in its sole discretion, may deem necessary or desirable for the conduct of the business of the Authority. Nothing in the By-Laws shall be inconsistent with this Agreement.

#### Section 5. Powers of the Authority

The Authority shall have all of the powers set forth in the Act and the Law and any other applicable laws for the purpose of exercising its powers and raising funds necessary to carry out its obligations, including all acts necessary to finance, plan for, design, construct and equip a new grandstand and related facilities at the District's fairgrounds, and issuing Bonds for such purposes. The Authority shall have the power to acquire, hold, lease, or dispose of property in connection with the financing, construction and equipping of the new grandstand, to demolish

the existing grandstand and other structures necessary for the construction of the new grandstand, and to carry out other site preparation or other activities necessary or deemed desirable by the Board to fulfill its responsibilities. The Authority shall have the power to construct, equip, lease, manage and maintain the grandstand and other facilities. The Authority shall have the power to incur debts, liabilities or obligations required by the exercise of its powers, provided that no debt, liability, or obligation of the Authority shall be deemed to be a debt, liability, or obligation of the Commission, the District, or the State of California. The Authority shall have the power to sue or be sued in its own name. Notwithstanding any other provision of this Section 5, the Authority shall have any and all additional powers conferred by the Act and the Law or by any other provision of law, insofar as such additional powers may be necessary to accomplish the purposes of this Agreement. All such powers shall be exercised in the manner provided for in the Act and this Agreement, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the manner of exercising such powers as are imposed upon the District in the exercise of similar powers. Notwithstanding any other provision of this Section 5, the Authority shall have any and all additional powers conferred by the Act and the Law or by any other provision of law, insofar as such additional powers may be necessary to accomplish the purposes of this Agreement. All such powers shall be exercised in the manner provided for in the Act and this Agreement, subject only to such restrictions upon the District in the exercise of similar powers. Notwithstanding any other provisions of this Agreement, the Authority shall not issue Bonds or otherwise incur debt without the prior written approval of the Director of Finance of the State of California.

#### Section 6. Fiscal Year

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period between January 1<sup>st</sup> of each year to and including the following December 31, except for the first fiscal year, which shall be the period from the effective date of this Agreement to the following December 31.

#### Section 7. Financing

The Authority may issue one or more issues of Bonds to finance or refinance the cost of capital improvements, renewals and replacements at the District's fairgrounds and costs related thereto, including, without limitation, the costs of the Commission and the District in connection therewith, and the costs of financial consultants, bond counsel and other costs and expenses incurred in connection with the issuance of such Bonds.

#### Section 8. Construction

Construction of the grandstand ~~and all related improvements and betterments~~ as set forth in the Master Plan, and activities related to such construction, shall be performed pursuant to a contract or contracts let by the ~~Authority~~District, ~~with the approval of the Authority~~, consistent with contracting procedures followed by the District.

#### Section 9. Disposition of Assets

~~Any capital improvements financed or refinanced by the Authority through the issuance of Bonds shall be the property of the District. Upon termination of this Agreement pursuant to Section 2, or otherwise, and upon payment of all charges and obligations of the Authority, including charges pursuant to Section 3.E.(6) and all obligations incurred in connection with Bonds issued by the Authority, any remaining funds of the Authority shall be paid to the funds of origin in proportion to which those funds were contributed, as set forth in the financial records of the Authority. Upon termination of this Agreement pursuant to Section 2, or otherwise, and upon payment of all charges and obligations of the Authority, including charges pursuant to Section 3.E. (6) and all obligations incurred in connection with the financing for the grandstand and all related improvements and betterments, as set forth in the Master Plan, title to the grandstand shall vest in the District and any remaining funds and such improvements shall be paid to the funds of origin in proportion to which those funds were contributed, as set forth in the financial records of the Authority.~~

#### Section 10. Accounts and Reports

(1) To the extent not covered by the duties assigned to any trustee for the Bonds, the Authority shall establish and maintain such funds and accounts as may be required by standard accounting practices. The books and records of the Authority shall be open to inspection at all reasonable times by representatives of the State Department of Finance, the State Department of General Services, the State Department of Food and Agriculture, the Commission, and the District. The Authority, within 120 days after the end of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the above named agencies to the extent such activities are not covered by a report of the trustee for the Bonds.

(2) The Authority shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority as required by Section 6505 of the Act. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. A report of the audit shall be filed within ~~three~~six months of the end of the fiscal year under examination.

(3) Any costs, including contracts with or employment of certified public accountants, in making an audit pursuant to this Section 10 shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for this purpose.

(4) All the books, records, accounts and files referred to in this Section 10 shall be open to the inspection of the holders of Bonds, to the extent and in the manner provided in the resolution, indenture, trust agreement or other documents providing for the issuance or execution, sale, and delivery thereof.

#### Section 11. Conflict of Interest Code

The Board shall adopt a Conflict of Interest Code as required by law.

## Section 12. Enforcement

The Commission and District declare that this Agreement is entered into for the benefit of the Authority created hereby, and the Commission and District grant to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder, or by any law now or hereafter enacted, are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

## Section 13. Funds

Subject to the applicable provisions of any resolution, indenture, or trust agreement relating to any Bonds, which may provide for a trustee to receive, have custody of, and disburse Authority funds, the Treasurer shall receive, have custody of, and disburse Authority funds and, as nearly as possible, in accordance with normal procedures of the Treasurer, shall make the disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement. The District and the Commission may provide contributions to the Authority for the purposes set forth in this Agreement, and the Authority may expend such funds for the purposes for which they were contributed.

## Section 14. Notices

Notices hereunder shall be sufficient if delivered to:

### Commission:

Chairperson  
State Race Track Leasing Commission  
c/o Department of Finance  
State Capitol, Room 1145  
Sacramento, California 95814

### District:

President, Board of Directors  
22nd District Agricultural Association  
Fairgrounds  
Del Mar, California 92014

### Authority:

Secretary  
Del Mar Race Track  
Authority  
(at such address as the Board  
shall designate for this purpose)

## Section 15. Miscellaneous

(1) The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.



(2) Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld, and shall be made expeditiously. If approval is withheld, a statement of reasons shall accompany a written notice withholding approval.

(3) This Agreement is made in the State under the Constitution and laws of the State and is to be so construed.

#### Section 16. Severability

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

#### Section 17. Successors; Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party hereto may assign any right or obligation hereunder without the consent of the other parties.

#### Section 18. Amendment of Agreement

This Agreement may be amended or supplemented by the parties hereto by written agreement executed by the Commission and the District at any time, provided the written approval of all of the State agencies approving this Agreement is obtained, and provided further that in no event shall this Agreement terminate while any Bonds remain outstanding under the terms of the resolution, indenture, trust agreement, or other instrument pursuant to which the Bonds are issued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE STATE RACE TRACK LEASING COMMISSION

By \_\_\_\_\_  
JESSE R. HUFF, Chairperson

THE 22ND DISTRICT  
AGRICULTURAL ASSOCIATION

By \_\_\_\_\_  
JAN RICHARD ANTON  
President of the Board of Directors

APPROVED:

DEPARTMENT OF FOOD AND AGRICULTURE

By \_\_\_\_\_  
HENRY VOSS, DIRECTOR

DEPARTMENT OF GENERAL SERVICES

By \_\_\_\_\_  
WILLIAM J. ANTHONY, DIRECTOR

STATE TREASURER

By \_\_\_\_\_

JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE  
DEL MAR RACE TRACK  
AUTHORITY

---

BY AND BETWEEN  
THE STATE RACE TRACK LEASING COMMISSION  
AND  
THE 22ND DISTRICT AGRICULTURAL ASSOCIATION  
OF THE STATE OF CALIFORNIA

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DATED AS OF AUGUST 1, 1990  
AMENDED JULY 19, 1996  
AMENDED FEBRUARY 5, 2013  
AMENDED JULY 1, 2015  
AMENDED MARCH 21, 2025

## JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of August 1, 1990 (hereinafter referred to as the "Agreement"), by and between the State Race Track Leasing Commission (the "Commission"), and the 22nd District Agricultural Association (the "District") acting by and through its Board of Directors,

### WITNESSETH:

WHEREAS, there is at the racing enclosure on the fairgrounds owned by the District a grandstand used for the District's annual fair and for an annual thoroughbred horse race meeting, and for other events, exhibitions, concerts, race meetings and other purposes authorized by the District or by the Commission acting on behalf of the District; and

WHEREAS, the Commission and the District agree that said grandstand is approaching the end of its useful life and should be replaced by a new grandstand and has so provided in the Master Plan for Del Mar Fairgrounds (the "Master Plan"); and

WHEREAS, the Commission and the District are empowered by Part 3 of the Division 3 of the California Food and Agricultural Code (the "Law"), including but not limited to Section 4156 of the Law to expend funds for the long-range comprehensive development and improvement of, and construction upon the property of the District in accordance with the Master Plan; and

WHEREAS, the District is empowered by the Law with the approval of both the Department of Food and Agriculture and the Department of General Services, to improve its real property; and

WHEREAS, the Commission and the District agree that a new grandstand should be constructed at the District's racetrack enclosure and paid for by the proceeds of revenue bonds and funds available to the Commission and District; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code, codified at Sections 6500 and following (the "Act") permits two or more public agencies by agreement to exercise jointly held powers common to the contracting parties; and

WHEREAS, the parties hereto desire to enter into a joint powers agreement pursuant to the Act to create an entity to finance the construction and equipping of a grandstand and related facilities at the District's fairgrounds and for other purposes authorized under the Act;

NOW, THEREFORE, THE COMMISSION AND THE DISTRICT, IN CONSIDERATION OF THE MUTUAL PROVISIONS AND AGREEMENTS HEREIN CONTAINED, DO AGREE AS FOLLOWS:

Section 1. Purpose

This Agreement is made pursuant to the provisions of the Act to provide for the joint exercise of powers common to the Commission and the District for the purpose of financing capital improvements, renewals and replacements at the District's fairgrounds. Such purposes will be accomplished, and said powers exercised, in accordance with the Act, the Law, and in the manner hereinafter set forth.

Section 2. Term

This Agreement shall be effective as of August 24, 1990, and shall continue in full force and effect until December 31, 2040, unless extended or earlier terminated by a supplemental written agreement between the Commission and the District; provided, however, that in no event shall this Agreement terminate until such time as all revenue bonds, certificates of participation, notes, loans or other obligations (collectively the "Bonds") of the Authority established pursuant to this Agreement shall have been paid in full or adequate provision for such payment in full shall have been made, as set forth in the proceedings for the issuance thereof.

Section 3. Authority

A. Creation of Authority. Pursuant to the Act and the Law, there is hereby created a public entity separate from the parties hereto, to be known as the Del Mar Race Track Authority (the "Authority"). The Authority shall be a public entity separate and apart from the Commission, the District, and the State of California (the "State").

Pursuant to Section 6508.1 of the Act, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities or obligations of the Commission, the District, or the State of California.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in Section 6503.5 of the Law.

B. Indemnification. The Authority shall, to the extent permitted by law, defend, indemnify and hold harmless the Commission, the District, the State of California, and their officers, agents, and employees from all claims, losses, damages, costs, injury and liability

of every kind, nature and description arising from the activities of the Authority, or the activities undertaken pursuant to this Agreement; provided, however, that any obligations under this Section 3.B. are expressly made subordinate and junior to the obligations of the Authority under, or otherwise relating to, the Bonds.

C. Governing Board. The Authority shall be administered by a governing board called the Del Mar Race Track Authority Board (the "Board"). The Board shall consist of the members of the Commission, each of whose members shall serve, ex officio, as a member of the Board. Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

D. Meetings of the Board

(1) Regular meetings. The Board shall provide for its regular, adjourned regular, and special meetings. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each party to this Agreement.

(2) Bagley-Keene Open Meeting Act. All meetings of the Board, including without limitation regular, closed, adjourned regular and special meetings shall be called upon notice, held, and conducted in accordance with the provisions of the Bagley-Keene Open Meeting Act (commencing with Section 11120 of the Government Code).

(3) Minutes. The Secretary of the Authority shall cause to be kept minutes of all meetings and shall, after each meeting, cause a copy of the minutes to be sent to each regular member of the Board, and to each party to this Agreement.

(4) Records. The Board shall cause all records regarding this Agreement and activities undertaken pursuant to this Agreement, including all activities undertaken by the Board including the Bonds, to be retained for at least six years following termination of the Authority, or final payment of the Bonds, whichever is later.

(5) Quorum. A majority of Board members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

E. Officers: Duties

(1) The Board shall elect a President and a Vice-President of the Board from among its members. The Board shall also appoint a Secretary who may, but need not, be a member of the board.

(2) The chief financial officer of the District is designated as the Treasurer of the Authority. The Treasurer shall have the powers, duties, and responsibilities

specified in Section 6505.5 of the Government Code. That person or entity designated in writing by the President or Vice-President of the Board of Directors of the Del Mar Race Track Authority shall be the sole agent for offering and selling any Bonds to be issued by the Authority. The duties of the person or entity designated as the sole agent for offering and selling any bonds to be issued by the Authority shall include, but not be limited to, selection of the underwriters who will purchase the bonds, the pricing of bonds, the determination of the underwriter compensation and reimbursement of expenses, and signing any purchase agreement for the bonds on behalf of the Authority.

(3) The Controller of the Authority shall be designated by the Board in its By-Laws referred to in Section 4 hereof.

(4) The Authority's Treasurer and Controller are designated as the public officers or persons who have charge of, handle or have access to property of the Authority; and such officers shall file an official bond as required by Section 6505.1 of the Act in an amount to be determined by the Board.

(5) The Authority may request from the State Department of Finance, the State Department of General Services, the State Department of Food and Agriculture, the State Department of Justice, the Commission, and the District the services of such personnel as may be needed to carry out this Agreement, and the Authority shall have the power to retain temporary professional and technical assistance for the performance of this Agreement, provided that adequate funds are available to pay for such services.

(6) Upon presentation, the Board or its designee shall approve proper charges made against the Authority for the services of the Treasurer of the State, the Controller of the State, and any other department of the State, Commission, or District employee performing services for the Authority. Such charges shall be consistent with similar charges of such agency, as applicable, for similar services. No department, Commission, or District employee shall be deemed to be an employee of the Authority, except when acting as Secretary, Treasurer or Controller of the Authority.

#### Section 4. By-Laws

The Board shall have the power to adopt By-Laws that the Board, in its sole discretion, may deem necessary or desirable for the conduct of the business of the Authority. Nothing in the By-Laws shall be inconsistent with this Agreement.

#### Section 5. Powers of the Authority

The Authority shall have all of the powers set forth in the Act and the Law and any other applicable laws for the purpose of exercising its powers and raising funds necessary to carry out its obligations, including all acts necessary to finance, plan for, design, construct and equip a new grandstand and related facilities at the District's fairgrounds, and issuing Bonds for such purposes. The Authority shall have the power to acquire, hold, lease, or dispose of property in connection with the financing, construction and equipping of the new grandstand, to demolish

the existing grandstand and other structures necessary for the construction of the new grandstand, and to carry out other site preparation or other activities necessary or deemed desirable by the Board to fulfill its responsibilities. The Authority shall have the power to construct, equip, lease, manage and maintain the grandstand and other facilities. The Authority shall have the power to incur debts, liabilities or obligations required by the exercise of its powers, provided that no debt, liability, or obligation of the Authority shall be deemed to be a debt, liability, or obligation of the Commission, the District, or the State of California. The Authority shall have the power to sue or be sued in its own name. Notwithstanding any other provision of this Section 5, the Authority shall have any and all additional powers conferred by the Act and the Law or by any other provision of law, insofar as such additional powers may be necessary to accomplish the purposes of this Agreement. All such powers shall be exercised in the manner provided for in the Act and this Agreement, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the manner of exercising such powers as are imposed upon the District in the exercise of similar powers. Notwithstanding any other provision of this Section 5, the Authority shall have any and all additional powers conferred by the Act and the Law or by any other provision of law, insofar as such additional powers may be necessary to accomplish the purposes of this Agreement. All such powers shall be exercised in the manner provided for in the Act and this Agreement, subject only to such restrictions upon the District in the exercise of similar powers. Notwithstanding any other provisions of this Agreement, the Authority shall not issue Bonds or otherwise incur debt without the prior written approval of the Director of Finance of the State of California.

#### Section 6. Fiscal Year

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period between January 1<sup>st</sup> of each year to and including the following December 31, except for the first fiscal year, which shall be the period from the effective date of this Agreement to the following December 31.

#### Section 7. Financing

The Authority may issue one or more issues of Bonds to finance or refinance the cost of capital improvements, renewals and replacements at the District's fairgrounds and costs related thereto, including, without limitation, the costs of the Commission and the District in connection therewith, and the costs of financial consultants, bond counsel and other costs and expenses incurred in connection with the issuance of such Bonds.

#### Section 8. Construction

Construction of the grandstand as set forth in the Master Plan, and activities related to such construction, shall be performed pursuant to a contract or contracts let by the District, with the approval of the Authority, consistent with contracting procedures followed by the District.

#### Section 9. Disposition of Assets



Any capital improvements financed or refinanced by the Authority through the issuance of Bonds shall be the property of the District. Upon termination of this Agreement pursuant to Section 2, or otherwise, and upon payment of all charges and obligations of the Authority, including charges pursuant to Section 3.E.(6) and all obligations incurred in connection with Bonds issued by the Authority, any remaining funds of the Authority shall be paid to the funds of origin in proportion to which those funds were contributed, as set forth in the financial records of the Authority.

#### Section 10. Accounts and Reports

(1) To the extent not covered by the duties assigned to any trustee for the Bonds, the Authority shall establish and maintain such funds and accounts as may be required by standard accounting practices. The books and records of the Authority shall be open to inspection at all reasonable times by representatives of the State Department of Finance, the State Department of General Services, the State Department of Food and Agriculture, the Commission, and the District. The Authority, within 120 days after the end of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the above named agencies to the extent such activities are not covered by a report of the trustee for the Bonds.

(2) The Authority shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority as required by Section 6505 of the Act. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. A report of the audit shall be filed within six months of the end of the fiscal year under examination.

(3) Any costs, including contracts with or employment of certified public accountants, in making an audit pursuant to this Section 10 shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for this purpose.

(4) All the books, records, accounts and files referred to in this Section 10 shall be open to the inspection of the holders of Bonds, to the extent and in the manner provided in the resolution, indenture, trust agreement or other documents providing for the issuance or execution, sale, and delivery thereof.

#### Section 11. Conflict of Interest Code

The Board shall adopt a Conflict of Interest Code as required by law.

#### Section 12. Enforcement

The Commission and District declare that this Agreement is entered into for the benefit of the Authority created hereby, and the Commission and District grant to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority

hereunder, or by any law now or hereafter enacted, are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

### Section 13. Funds

Subject to the applicable provisions of any resolution, indenture, or trust agreement relating to any Bonds, which may provide for a trustee to receive, have custody of, and disburse Authority funds, the Treasurer shall receive, have custody of, and disburse Authority funds and, as nearly as possible, in accordance with normal procedures of the Treasurer, shall make the disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement. The District and the Commission may provide contributions to the Authority for the purposes set forth in this Agreement, and the Authority may expend such funds for the purposes for which they were contributed.

### Section 14. Notices

Notices hereunder shall be sufficient if delivered to:

Commission:

Chairperson  
State Race Track Leasing Commission  
c/o Department of Finance  
State Capitol, Room 1145  
Sacramento, California 95814

District:

President, Board of Directors  
22nd District Agricultural Association  
Fairgrounds  
Del Mar, California 92014

Authority:

Secretary  
Del Mar Race Track  
Authority  
(at such address as the Board  
shall designate for this purpose)

### Section 15. Miscellaneous

(1) The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

(2) Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld, and shall be made expeditiously. If approval is withheld, a statement of reasons shall accompany a written notice withholding approval.

(3) This Agreement is made in the State under the Constitution and laws of the State and is to be so construed.

Section 16. Severability

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 17. Successors; Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party hereto may assign any right or obligation hereunder without the consent of the other parties.

Section 18. Amendment of Agreement

This Agreement may be amended or supplemented by the parties hereto by written agreement executed by the Commission and the District at any time, provided the written approval of all of the State agencies approving this Agreement is obtained, and provided further that in no event shall this Agreement terminate while any Bonds remain outstanding under the terms of the resolution, indenture, trust agreement, or other instrument pursuant to which the Bonds are issued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE STATE RACE TRACK LEASING COMMISSION

By \_\_\_\_\_  
JESSE R. HUFF, Chairperson

THE 22ND DISTRICT  
AGRICULTURAL ASSOCIATION

By \_\_\_\_\_  
JAN RICHARD ANTON  
President of the Board of Directors

APPROVED:

DEPARTMENT OF FOOD AND AGRICULTURE

By \_\_\_\_\_  
HENRY VOSS, DIRECTOR

DEPARTMENT OF GENERAL SERVICES

By \_\_\_\_\_  
WILLIAM J. ANTHONY, DIRECTOR

STATE TREASURER

By \_\_\_\_\_

## 2025 San Diego County Fair Grandstand Agreements

Contract #	Name of Act	Genre	Date	Amount
25-1032	The Fifth Veda, Inc f/s/o LIVE	Rock	6/11/2025	\$125,000.00
25-1001	Counter Productions, Inc f/s/o Foreigner	Classic Rock	6/12/2025	\$200,000.00
25-1003	Summersoulstice, Inc f/s/o Maxwell	R&B	6/13/2025	\$350,000.00
25-1022	Frias Entertainment f/s/o Los Tigres del Norte	Mexican Regional	6/15/2025	\$250,000.00
25-1009	JCWD Touring, Inc f/s/o Jordan Davis	Country	6/18/2025	\$350,000.00
25-1026	XTHS, LLC f/s/o Xscape	R&B	6/19/2025	\$165,000.00
25-1027	LITTLE JONATHAN, INC f/s/o Lil Jon	Hip Hop	6/20/2025	\$120,000.00
25-1028	W.L.L. & Associates f/s/o 2 Chainz	Hip Hop	6/20/2025	\$120,000.00
25-1039	The Empire Agency f/s/o Sammy Johnson	Reggae	6/21/2025	\$20,000.00
25-1040	Yessah Touring, LLC f/s/o Iam Tongi	Reggae	6/21/2025	\$35,000.00
25-1041	OJE Ken Olliverre f/s/o Protoje	Reggae	6/21/2025	\$53,600.00
25-1023	Frias Entertainment f/s/o Banda MS	Mexican Regional	6/22/2025	\$350,000.00
25-1031	Yeah, Yeah, Yeahs Touring LLC	Alternative	6/26/2025	\$300,000.00
25-1002	Juan Fiesta Corp f/s/o Jon Pardi	Country	6/27/2025	\$325,000.00
25-1024	Frias Entertainment f/s/o Banda el Recodo and Banda Los Recoditos	Mexican Regional	6/29/2025	\$150,000.00
25-1037	3EB Touring, Inc	Rock	7/2/2023	\$215,000.00
25-1030	Dunham Industries, Inc f/s/o Jeff Dunham	Comedy	7/3/2025	\$175,000.00
25-1038	Birth LLC f/s/o Ziggy Marley	Reggae	7/5/2025	\$200,000.00
25-1025	Frias Entertainment f/s/o Los Tucanes de Tijuana	Mexican Regional	7/6/2025	\$200,000.00

## 2025 San Diego County Fair – The Sound Agreements

Contract #	Name of Act	Genre	Date(s)	Amount
25-1068	Paramount Organization, Inc f/s/o Taylor Shines Laser Spectacular	Pop	6/11/2025 - 6/12/2025	\$27,525.00
25-1069	Paramount Organization, Inc f/s/o Pink Floyd Laser Spectacular	Rock	6/13/2025 - 6/14/2025	\$27,525.00
25-1082	Hyprov Live USA Inc f/s/o Hyprov with Asad Mecci and Colin Mochrie	Comedy	6/18/2025	\$45,000.00
25-1084	The Stander Group Inc f/s/o Rocky Horror Picture Show with Barry Bostwick	Sci Fi / Comedy	6/20/2025	\$30,000.00
25-1066	Cesar's Way, Inc	Speaker	6/21/2025	\$45,000.00
25-1083	Big Gigantic LLC f/s/o Big Gigantic	EDM	6/28/2025	\$80,000.00
25-1086	Range Team Inc f/s/o Marcello Hernandez	Comedy	7/2/2025 - 7/3/2025	\$72,000.00



## **Item 7-D, Discuss and vote on whether the District CEO should continue or discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar**

### **Background**

In November 2023, the Del Mar City Council adopted a set of guiding principles on the Los Angeles-San Diego (LOSSAN) Rail Corridor Realignment project that called for the San Diego Association of Governments (SANDAG) to study alternatives, including a destructive alignment to build a tunnel through the Fairgrounds, an idea which SANDAG had previously studied and ruled out years prior.

After receiving notification from 22nd District Agricultural Association (22nd DAA) CEO Carlene Moore that a Fairgrounds alignment would threaten the ability to plan for accommodating the City of Del Mar's request to site affordable housing on 22nd DAA property, Del Mar officials met that month with the 22nd DAA about adding another guiding principle. As a result, in December 2023, the Del Mar City Council voted to amend its guiding principles to state:

"With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22nd DAA and of the proposed Del Mar housing program on the Fairgrounds, and as a key stakeholder, the 22nd DAA must be proactively engaged by SANDAG throughout the process."

With these assurances from the City in mind, in February 2024, the 22nd DAA approved an Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar. This agreement guaranteed that the 22nd DAA would negotiate only with the City — and no other jurisdictions or private parties — regarding the siting of affordable housing and that the two parties would

work collaboratively to identify and study potential sites and options. The ENRA did not commit the 22nd DAA to providing housing but spelled out the process for determining whether, when, and how to proceed. The 22nd DAA Board would have the ultimate say in whether to site affordable housing on its property.

At the same meeting, the 22nd DAA passed a resolution opposing any LOSSAN alignment that would negatively impact the Fairgrounds. The resolution also proclaimed that the 22nd DAA's "top public transportation priority is the swift construction of a seasonal rail platform that will reduce vehicular traffic during major events at the Del Mar Fairgrounds, thereby improving local air quality and reducing greenhouse gas emissions."

Months later, SANDAG released a Notice of Preparation (NOP) for the Draft Environmental Impact Report (EIR) for the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Realignment Project. This report included three potential alignments for study, including "Alternative A," which would reroute the train corridor through a significant portion of 22nd DAA property and render the Fairgrounds unable to host events for years — which would cause great harm to both the 22nd DAA and the City of Del Mar.

In response, the 22nd DAA's Board of Directors met on July 15, 2024, to discuss the NOP, SANDAG's Alignment Screening Report, and impacts to the 22nd DAA's financial planning and operations. At this meeting, the Board passed a resolution that, among other things, officially opposed Alternative A, urged SANDAG to construct the long-planned and fully funded special events rail platform at the Fairgrounds as soon as possible; and paused affordable housing discussions with the City of Del Mar.

The City's representatives responded at the time that they continued to stand behind its December 2023 guiding principle as it relates to protecting the needs of the 22nd DAA. No official vote was taken on the matter.

The City of Del Mar also approached the 22nd DAA and the City of San Diego to join the City and the City of Solana Beach to jointly pass a resolution expressing concern over all SANDAG's proposed alignments — including Alternative A — as detailed in its NOP. This resolution, which was partially shaped with input from the 22nd DAA, was in line with 22nd DAA's previous positions opposing Alternative A. Del Mar's and Solana Beach's city councils

and the 22nd DAA Board approved the resolution, a copy of which accompanies this report.

The resolution satisfied the need for opposition to Alternative A, allowing affordable housing discussions to resume between the City and 22nd DAA.

However, because of continued advocacy from current Del Mar Mayor Terry Gaasterland (who serves on SANDAG's Board) for a "Fairgrounds Alternative" — combined with the City's official request for SANDAG to delay the double-tracking, special events rail platform, and bridge replacement project — the 22nd DAA's Board of Directors on February 11, 2025, voted to temporarily pause affordable housing discussions under its Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar.

### **Update on Subsequent Actions**

On February 28, 2025, the SANDAG Board of Directors voted to proceed with five alternatives identified through its Value Analysis Study for further consideration. The City of San Diego and City of Solana Beach voted in favor of the staff recommendations, while the City of Del Mar abstained from the vote.

All options include the double-tracking, special events platform, and leave the realignments to occur south of the Fairgrounds property. SANDAG CEO Mario Orso said his staff was also considering adding another alternative, although the details remain unclear.

On March 3, 2025, the Del Mar City Council voted unanimously to send a letter to the 22nd DAA in an effort "to provide context and details regarding the importance of the Fairgrounds Affordable Housing Program (Project) to the City of Del Mar (City), region, and State, as well as address and clarify the Board cited comments by Mayor Terry Gaasterland." The letter is provided as part of this Committee Report.

In addition, the City Council also voted on March 3 to officially reaffirm its Guiding Principles.

In discussions prior to both votes, the Del Mar City Council expressed a sense of urgency regarding continuing affordable housing discussions with the 22nd DAA while also pointing out that SANDAG's process for choosing



and constructing a new alignment will be a lengthy process that could take decades to see to fruition.

Meanwhile, the construction of the double-tracking, bridge replacement, and special events rail platform remains on track to begin in 2026.

### **Next Steps**

The 22nd DAA Board of Directors should consider the City of Del Mar's actions and letter and decide whether to continue or discontinue the pause on affordable housing discussions under the ENRA.



## CITY OF DEL MAR

March 4, 2025

State of California, 22<sup>nd</sup> DAA Board of Directors  
c/o Carlene Moore, Chief Executive Officer  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014-2216  
[cmoore@sdfair.com](mailto:cmoore@sdfair.com)

SENT VIA EMAIL

**RE: Importance of Fairground Housing Initiative for the City of Del Mar and the 22<sup>nd</sup> District Agricultural Association (DAA)**

Dear 22<sup>nd</sup> DAA Board of Directors & CEO Moore:

As you know, on February 11, 2025, the 22<sup>nd</sup> DAA (District) Board voted to temporarily pause (30 day) discussions with the City of Del Mar regarding the development of affordable housing on District property. The stated rationale was based on comments by an individual City Councilmember, who is currently serving as Mayor, regarding the LOSSAN Rail Realignment Project (Realignment Project). The Board asserted that the comments made publicly were in violation of the City of Del Mar's (City) adopted Guiding Principles for the Realignment Project (Enclosure A) as well as a related Joint Resolution that was adopted between Del Mar, Solana Beach, and the District in September 2024 (Enclosure B).

This letter is intended to provide context and details regarding the importance of the Fairgrounds Affordable Housing Program (Project) to the City of Del Mar (City), region, and State, as well as address and clarify the Board cited comments by Mayor Terry Gaasterland.

The City is grateful to the District Board and staff for their efforts in coordination with the City to facilitate planning efforts for the future development of affordable housing at the Fairgrounds. The Governor has declared a State housing crisis, making this project a State, City and regional priority. This is evidenced by the strong show of support for this project by State Senator Catherine Blakespear, State Assemblymember Tasha Boerner, the San Diego County Board of Supervisors, San Diego Association of Governments (SANDAG), and the City of Solana Beach.

The Fairgrounds is identified as a regional mobility hub and employment center in the SANDAG Regional Plan. SANDAG, as the regional planning agency, supports the Fairgrounds housing plan as a means to further fair housing, reduce Vehicle Miles Traveled (VMT), and create lower income housing choices for the region

**Background**

All local jurisdictions in the State of California are required to adopt a Housing Element as part of their General Plan and process updates to it with each housing cycle. The current 6<sup>th</sup> Cycle Housing Element, for the planning years 2021-2029, identifies the target number of

housing units at specified income levels and required program actions to facilitate development.

As part of the 6<sup>th</sup> Cycle Regional Housing Needs Assessment (RHNA) methodology, SANDAG used State Employment Development Department (EDD) jobs data to determine the number of units to be assigned to each local jurisdiction. Use of this data, and the high number of reported part-time/seasonal jobs related to activities at the Fairgrounds, resulted in a disproportionate number of housing units being assigned to Del Mar as part of the 6<sup>th</sup> Cycle Housing Element Process. Over half of the jobs reported for Del Mar were attributable to seasonal and short-term jobs at the Fairgrounds, with the majority of those being related to part-time/seasonal events and activities including those that were only a one-time or one-day event. Even a 3-day job was counted equally to a year-round job.

As such, the City was assigned 175 housing units during the 6<sup>th</sup> Cycle, which includes 31 above-moderate-income units, 31 moderate-income units, 76 low-income units, 19 very-low-income units, and 18 extremely-low-income, as part of the RHNA process determined by the State Department of Housing and Community Development (HCD) and SANDAG. Achieving this number of housing units in a primarily built out, small coastal community is no small feat.

This RHNA allocation represented an exponentially higher number of lower income units (113 lower income units in 6<sup>th</sup> Cycle compared to 22 lower income units in 5<sup>th</sup> Cycle) than in past Housing Element cycles due in large part to the number of reported jobs at the Fairgrounds. While the City and Fairgrounds are not to blame for the methodology used by HCD and SANDAG to assign housing units, there is a direct correlation between the City's mandated housing units and the Fairgrounds. As such, we need to work together to do our part to address the statewide housing crisis and meet state mandates to produce housing.

#### **Efforts & Progress on Housing Production Beyond the Fairgrounds**

The City's work to achieve affordable housing at the Fairgrounds is just one example of the many Housing Element programs the City has or will implement to produce housing units in Del Mar.

The City has issued a building permit or certificate of occupancy for 109 net-new units between June 30, 2020, and December 31, 2024, and will continue to produce new units towards the 6<sup>th</sup> Cycle. These new units have all been within the moderate and above moderate-income categories and primarily are new Accessory Dwelling Units (ADUs). The development of lower income housing has been a significant challenge. For reference, lower income households earn no more than 80% of the County Area Median Income (AMI). Eligibility for lower income housing is correlated to household income level, AMI, household size, and affordable rent.

In addition to the Fairgrounds Housing effort, the Housing Element sets forth a variety of strategies to produce at least the required 113 lower income units. The City has continued its good faith efforts to develop incentive programs, invest local resources, pursue grant funding, seek partnerships, and pursue capital projects to build lower income housing.

The challenges experienced by the City in production of lower income units are shared with other jurisdictions statewide and relate to factors that are beyond the City's control. This includes market conditions; high costs of land, construction, materials, and labor; and limited resources that collectively are an impediment to the production of lower income housing units.

During the 6<sup>th</sup> Cycle, the City has approved two projects with a combined total of 58 units including 12 lower income units. However, the City is unable to formally count these units towards its RHNA allocation until the project developers proceed with issuance of building permits. Developers have explained that market conditions as described above are why cities and counties are seeing minimal development interest for construction of lower income housing.

#### **Exclusive Negotiating Rights Agreement – City/District**

The City and District entered into an Exclusive Negotiations Rights Agreement (ENRA) that took effect on April 15, 2024. In conjunction with the District's master site planning process, the purpose of the ENRA is to identify a mutually agreeable location for the development of affordable housing on District property; complete site due diligence; determine the scope/components of development; make a preliminary determination of feasibility; and determine the terms/conditions for a mutually acceptable long-term ground lease for the development of affordable housing.

To date, District and City staff have worked together to identify the studies needed, prepare task orders, and solicit consulting services using the City's Housing Acceleration Program (HAP) grant funds as described below.

#### **Mutually Beneficial Development Due Diligence Activities**

With support from the District, the City was able to secure \$1.6 million in Housing Acceleration Program (HAP) grant funds (Cycles 1 & 2) from SANDAG and HCD to be used for activities related to the development of affordable housing at the Fairgrounds through March 2026. As detailed below, much of the site and development due diligence activities that has been or will be done will benefit the District beyond just the consideration to develop affordable housing. These studies can also help inform and complement the master and strategic planning work that is currently underway by the District for other envisioned land uses and development on District property.

***Pre-Development Studies Completed:*** Cycle 1 HAP grant funds supported preparation of Phase I housing studies and hiring of an affordable housing consultant in 2022, to help the City meet its objective to facilitate development of lower income housing in Del Mar. The feasibility studies were completed in 2023, and included a zoning assessment, development of architectural design concepts, economic analysis, and several potential financial proformas, to explore the feasibility of future development of affordable housing at the Fairgrounds as well as two small, City-owned vacant sites. Based on input provided by District staff, the studies focused on Fairground's property at Jimmy Durante Boulevard and Via de la Valle, and a southeastern location on the Fairgrounds by the fire station on Jimmy Durante Boulevard.

The studies demonstrate that potential development of at least 61 lower income units on the Fairgrounds is a realistic and feasible strategy to pursue. The studies also showed that the prospective housing studied would be eligible for tax credit financing and that the Fairgrounds location is the most viable opportunity to build affordable units in the City of Del Mar.

***Sea Level Rise Adaptation Needed for Development:*** In June 2024, the City completed a preliminary design concept (10% design) for a living levee (vegetated berm) and public trail design on both riverbanks along the San Dieguito River within the City of Del Mar. This study assessed flood vulnerability on both sides of the river, including the Fairgrounds, and identified a design to minimize flood risk consistent with the State's 2024 Sea Level Rise Adaptation guidelines. Compliance with the State's flood adaptation standards will be necessary for any future development on the Fairgrounds.

***Pre-Development Studies In-Process:*** Draft task orders for additional feasibility studies totaling over \$500,000 have been prepared and are ready to be executed. This includes: 1) Vulnerability Assessment with hydraulic modeling and sea level rise vulnerability analysis to understand flood conditions and identify site opportunities and constraints across Fairgrounds property; 2) CEQA Opportunities and Constraints Analysis; 3) Housing Site Feasibility Analysis; 4) Transportation Due Diligence Analysis; and 5) Water/Sewer Capacity Analysis. This work will be entirely paid for by the City using HAP grant funds and will provide mutual benefit to the City and District.

### **LOSSAN Rail Realignment Project**

The City greatly values its partnerships with the Fairgrounds, City of Solana Beach, City of San Diego, and other important community groups and stakeholders. Together, significant concerns have been expressed regarding some or all of the alternative rail alignments proposed to date by SANDAG as part of their Realignment Project. To help underscore the concerns raised by our partners and the Del Mar community, the City adopted Guiding Principles specific to the Realignment Project and adopted a Joint Resolution with the Fairgrounds and Solana Beach. The City stands behind these actions, and took steps on March 3, 2025, to reaffirm the City's Guiding Principles, which include the following principle specific to the Fairgrounds:

***With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22nd DAA and of the proposed Del Mar housing program on the Fairgrounds, and as a key stakeholder, the 22nd DAA must be proactively engaged by SANDAG throughout the process.***

The City of Del Mar additionally supported Project Objective #3 in the recently released Value Analysis Study Report, which states that the Realignment Project should ***minimize impacts to existing homes, businesses, tourism, and major economic generators, including the Del Mar Fairgrounds, and transportation facilities during and after construction.*** This objective mutually benefits the City and Fairgrounds and is one that we can continue to advocate for together as the Realignment Project advances into the environmental review phase.

Also of importance, as officials of the City elected by the voters, individual Councilmembers have the right and responsibility to advocate for the best interest of the community. This is routinely done by the District Board and staff and the City of Solana Beach elected officials and their staff. What is of the utmost importance in doing so is making clear whether you are speaking in your official capacity on behalf of your organization or whether you are sharing your personal thoughts and opinions as a member of the public.

In instances where the Mayor or any Councilmember may have made comments that were inconsistent with the City's official position, they were not speaking on behalf of the City. **Moving forward, the Council will endeavor to ensure it is clear when they are speaking on behalf of themselves as members of the public and not on behalf of the City.**

The City remains committed to working with the Fairgrounds, the cities of Solana Beach and San Diego, and SANDAG to find rail realignment options that work for everyone and minimize or eliminate negative impacts to the greatest extent possible.

#### **Del Mar as a Responsible Agency**

At the District Board meeting on February 11, 2025, the District once again asked the City to take a position of opposition to rail realignment alternatives that would negatively impact the Fairgrounds. However, as a Responsible Agency under CEQA for this project, the City will be required to consider approval of an amendment to the City's Local Coastal Program (LCP; local Coastal Commission certified implementation of the California Coastal Act), issuance of Coastal Development Permits in accordance with Del Mar's LCP, and a range of other approvals that no other stakeholder for this project has direct jurisdiction over. For the City to select or influence a particular route before the Draft Environmental Impact Report is released could unduly prejudice the City's role as a Responsible Agency and could compromise the City's ability to bring forward future challenges to protect the City's interest.

In considering the City's role as a Responsible Agency, and to protect the City's interests, Del Mar's representative to the SANDAG Board, Mayor Terry Gaasterland, abstained from participating in agenda Item 9 related to the Realignment Project at the SANDAG Board of Director's meeting on February 28, 2025. A copy of the statement read by the Mayor at the SANDAG Board meeting is included for reference as Enclosure C.

Additionally, as was previously explained based on what is known at this time regarding the proposed locations of the alternative alignments, it appears all four Del Mar City Councilmembers may have a conflict of interest based on the proximity of their residence to one or more of the proposed alignments. This is unique to Del Mar, primarily due to the small size of the City, 2.2 square miles, in that no other stakeholder agency has the four proposed alignments traversing its jurisdiction and residences.

Following the issuance of the DEIR for the Realignment Project, the Council will work with the City Attorney's office to facilitate a process whereby a majority of Councilmembers may participate in future required actions and determining positions to be taken by the City related to the Realignment Project.

March 4, 2025

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In closing, the City of Del Mar respectfully requests that you direct District staff to re-engage the City and move forward with the task orders that are ready for execution to begin the next phase of critical work to be completed under the ENRA.

Sincerely,



Terry Gaasterland, Mayor



Tracy Martinez, Deputy Mayor

Enclosures: A) Del Mar Guiding Principles - LOSSAN Rail Realignment Project  
B) Joint Resolution Between Del Mar, Solana Beach, and Fairgrounds  
C) Statement by Mayor Gaasterland to SANDAG Board – 2/28/25

cc: Del Mar City Council  
Ashley Jones, City Manager  
Clem Brown, Assistant City Manager  
Karen Brindley, Planning & Community Development Director  
Amanda Lee, Principal Planner  
Dustin Fuller, Supervising Environmental Planner

**CITY OF DEL MAR  
GUIDING PRINCIPLES RELATED TO THE LOSSAN RAIL  
REALIGNMENT PROJECT**

*The City Council of the City of Del Mar endorses the following guiding principles regarding the San Diego Association of Governments (SANDAG) LOSSAN Rail Realignment Project. City Council adoption of these guiding principles establishes the City of Del Mar's official position regarding this important project. Comments by individual Councilmembers that conflict with these adopted guiding principles are not representative of the City's position.*

- 1) Removing the rail line from the environmentally sensitive and fragile Del Mar Bluffs to an inland location by 2035 is a top priority for the City and the region.
- 2) The San Diego Association of Governments (SANDAG) must thoroughly explore all portal locations that eliminate impacts to, and the need for acquisition of, private property.
- 3) It is critically important that SANDAG engage the public through every means possible to ensure a robust public participation process in which the public can participate fully, receive answers to questions, and provide feedback for consideration prior to decisions being made.
- 4) The coming SANDAG studies must include a reasonable range of feasible alternative rail alignments, including the I-5 and proposed Fairgrounds alignments, and must also include a "no project" alternative as required by federal and state environmental laws.
- 5) An independent, forward-looking cost benefit analysis must be performed comparing the cost and benefits of the proposed final project to the alternatives, and should consider costs due to risks of bluff failure.
- 6) Del Mar expects to be intimately involved in the SANDAG study process with an opportunity to comment at each stage along the way.
- 7) Recognizing that elimination of the rail line is not within the power of the City of Del Mar, SANDAG, or the North County Transit District, Del Mar encourages those who want to advocate for closure of the rail line to address their comments to the federal and state governments who hold this authority and their respective representatives.
- 8) The City Council pledges to be open and transparent with the public regarding this important project and expects SANDAG to do the same.
- 9) In addition to the Coastal Commission requirements related to the Del Mar Bluffs 5 Project mitigation, the LOSSAN Rail Realignment Project should include removal of seawalls and the creation of a trail wherever the tracks are removed in Del Mar.
- 10) With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22<sup>nd</sup> DAA and of the proposed Del Mar housing program on the Fairgrounds, and as a key stakeholder, the 22<sup>nd</sup> DAA must be proactively engaged by SANDAG throughout the process.



## Resolution No. 2024-46

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR (DEL MAR), CITY COUNCIL OF THE CITY OF SOLANA BEACH (SOLANA BEACH), AND 22<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION (22<sup>ND</sup> DAA), (TOGETHER THE “PARTIES”), REGARDING THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) LOSSAN RAIL REALIGNMENT PROJECT**

**WHEREAS**, the Los Angeles—San Diego—San Luis Obispo (LOSSAN) rail corridor is an important part of the region’s economy, has a role in our nation’s defense by providing direct rail access to key ports and military bases, and is a significant component of achieving SANDAG’s adopted climate goals; and

**WHEREAS**, the LOSSAN corridor also supports ridership for North County Transit District (NCTD), Amtrak Pacific Surfliner, and the transit of goods for the BNSF railway; and

**WHEREAS**, a portion of this rail line runs along the environmentally sensitive and fragile Del Mar bluffs, the erosion of which continues to affect passenger and freight rail operations and has been identified for realignment by SANDAG; and

**WHEREAS**, as part of the rail realignment effort, it is critically important that SANDAG undertake robust outreach and engagement throughout the process, which should include sharing information and engaging equally with each of the primary governing body project stakeholders (Primary Stakeholders) to determine a long-term solution to continue passenger and freight rail operations to the north and south; and

**WHEREAS**, the built environment in which this project will be undertaken poses many challenges including potentially adverse impacts to public and private property (including acquisition of rights-of-way and eminent domain), businesses, homeowners/residents, tourism, public safety, sensitive environmental areas, and the regional economy during and following construction, which must be considered and minimized to the greatest extent feasible when identifying potential rail realignment options; and

**WHEREAS**, SANDAG is the Lead Agency under the California Environmental Quality Act (CEQA), and the Primary Stakeholders may have discretionary actions at some point in the future making them a Responsible Agency under CEQA; and

**WHEREAS**, significant negative concerns about each of the proposed project alignments (A, B, and C) have been raised by project stakeholders and the public as part of the project Notice of Preparation (NOP) public comment process, which closed on July 19, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Parties that:

1. The above recitals are true and correct.
2. In light of the significant concerns that have been raised about proposed Alignments A, B, and C, including a lack of sufficient engagement with the Primary Stakeholders, the Parties request that SANDAG undertake more detailed engagement with the Primary Stakeholders to develop mutually agreed upon

project goals and objectives, identify a clear project description, and determine new or modified rail realignment options.

3. Throughout the planning, analysis, and design of this project, SANDAG should take into consideration how to minimize or, if possible, avoid negative or adverse impacts as outlined by the Parties above.
4. Decision making should be based on publicly available documentation derived from research, engineering, and technical evaluations, including but not limited to selection of the proposed project and alternatives, attainment of the majority of defined key project objectives, and determinations of significance under CEQA for issue areas, environmentally preferred alternative, and statement of overriding considerations.
5. The Parties direct that a copy of this Resolution be provided to SANDAG once fully executed.

**PASSED, APPROVED AND ADOPTED** by the Parties as indicated by the following authorized signors as of the dates identified below:

**CITY OF DEL MAR**

E-SIGNED by Dave Druker  
on 2024-09-24 17:56:58 PDT

\_\_\_\_\_  
Dave Druker, Mayor

DATE: September 24, 2024

**CITY OF SOLANA BEACH**

E-SIGNED by Lesa Heebner  
on 2024-09-24 20:32:40 PDT

\_\_\_\_\_  
Lesa Heebner, Mayor

DATE: September 24, 2024

**22<sup>ND</sup> DAA**

E-SIGNED by Frederick Schenk  
on 2024-09-25 20:38:35 PDT

\_\_\_\_\_  
Frederick Schenk, Board President

DATE: September 25, 2024

***Statement of Mayor Terry Gaasterland  
2/28 SANDAG Board Meeting - LOSSAN Presentation (Item 9)***

Today, the SANDAG Board is being asked to consider and provide direction on five rail alignment options, including a no project alternative, to advance to a NOP that will be reissued in the coming months.

Notably, the LOSSAN Rail Realignment Project and the alternatives under consideration have the potential to disproportionately and adversely impact the Del Mar community's quality of life, tourism, local businesses, tax revenue, property values, and significantly impact our unique and sensitive coastal resources.

Some of the significant impacts to take into consideration include, but are not limited to:

- Increases to toxic air pollutants;
- Freight trains under residential homes;
- Traffic impacts;
- Taking of significant private and public property;
- Wetland and coastal resource impacts, and unknown geotechnical vulnerabilities in sandstone bluffs; and
- A host of other significant impacts discussed in the comment letter provided by the City for this agenda item, which you are encouraged to read in advance of making your decision today.

Del Mar is a Responsible Agency under CEQA for this project, which will require the City to consider approval of an amendment to our Local Coastal Program, issuance of Coastal Development Permits, and a range of other approvals that no other stakeholder for this project has direct jurisdiction over.

As such, for the City to select or influence any particular route before the Draft Environmental Impact Report is released could unduly prejudice our role as a Responsible Agency. It is the City's intent to keep all of its options open to preserve any challenges we may later wish to make in protecting the City's interest.

Accordingly, on behalf of Del Mar, I will be abstaining from voting on this matter.

# Del Mar asks to renew fairgrounds housing negotiations after spat over train tunnel

Fair board suspended talks because of city's position on proposed tunnel



A Coaster train crosses the 107-year-old San Dieguito River Railway Bridge on April 26, 2023 in Del Mar, CA. (K.C. Alfred / The San Diego Union-Tribune)



By **Phil Diehl** | [philip.diehl@sduniontribune.com](mailto:philip.diehl@sduniontribune.com) | The San Diego Union-Tribune

UPDATED: March 5, 2025 at 10:26 AM PST

Del Mar's City Council voted unanimously this week to ask the 22nd District Agricultural Association to resume negotiations for building affordable housing on the fairgrounds.

The 22nd DAA, also known as the fair board, suspended its talks with the city last month because of disagreements over a proposal to reroute the train tracks off Del Mar's eroding coastal bluffs to a new alignment, possibly through an inland tunnel under parts of the fairgrounds.

One reason for the spat was the Del Mar City Council's approval of a letter asking the San Diego Association of Governments to delay construction of a \$300 million railroad bridge to replace the century-old wooden trestle across the San Dieguito River, along with a second set of tracks and

passenger platform that would improve access to the fairgrounds. SANDAG has since said construction of the bridge and related improvements will proceed as scheduled.

The other reason was remarks Del Mar Mayor Terry Gaasterland made in news reports that she supported a rail realignment that would cross part of the fairgrounds. Gaasterland has since said she meant no harm to the fairgrounds and spoke only in the city's best interests.

"The ramifications of this pause are huge for this city," Del Mar Councilmember Tracy Martinez said Monday. "It was never ... our intention in any way to harm the fairgrounds."

The fair board will consider resuming the negotiations when it meets March 11.

The video player is currently playing an ad.

City officials had been talking with the fair board for more than a year about plans to build the city's state-mandated affordable housing on the ag district's fairgrounds, part of which is within the city limits. Affordable housing is scarce or nonexistent in Del Mar, where Zillow states the average home value is \$2.3 million.

Martinez said the fairgrounds bears some of the responsibility for providing affordable shelter because of the many seasonal workers it hires for the San Diego County Fair, horse racing and other special events.

"Half of our mandated housing units are due to the fairgrounds jobs," Martinez said.

Del Mar hopes to build as many as 61 apartments reserved for the categories of low, very low and extremely low income tenants on the fairgrounds. Otherwise, the city could be forced to allow affordable housing to be constructed on vacant bluff-top properties at the beach.

The SANDAG board agreed Friday to issue a new notice of preparation for the environmental documents needed for the tunnel project. The notice, a rewrite of one issued last year, lists four possible alignments to be considered along with a "no-build" alternative.

Three of the alternatives would include a tunnel: beneath the community's main road known as Camino Del Mar; under the city's Crest Canyon; or along the edge of the Del Mar Fairgrounds below the Interstate 5 right-of-way. The list also includes the possibility of leaving the tracks in place on the bluffs with no tunnel and installing a second set of rails with more seawalls and retaining walls.

Gaasterland, as Del Mar's representative on the SANDAG board, recused herself from Friday's discussion saying that the city intends "to keep all of its options open." City officials have said legal action could be a resort and that any tunnel beneath homes would be devastating to Del Mar.

Del Mar so far has taken no formal position on a preferred alternative. However, council members and residents have raised concerns about noise, vibrations, pollution, property values and the likely use of eminent domain.

Even the route on the edge of the fairgrounds is too close, Del Mar resident Shirley Weiss told the City Council.

"If you have a cocktail, you will have to invite train passengers to come share it with you because they will be that close," Weiss said.

She and other residents urged the City Council to take a stronger stance in opposing any realignment that affects Del Mar residents.

About 1.7 miles of the railroad, which dates to the 1880s, is on the coastal bluffs in Del Mar. Officials say it is essential to reroute that segment of the tracks before it collapses. Scientists say the bluffs recede an average of 6 inches a year.

The route is part of the 351-mile Los Angeles-San Diego-San Luis Obispo, or LOSSAN, corridor used by Amtrak, Coaster commuters and BNSF freight, and is part of the Defense Department's Strategic Rail Corridor Network.

It is San Diego's only rail connection to Los Angeles and the rest of the United States.

*Originally Published: March 4, 2025 at 2:48 PM PST*



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Clem Brown, Assistant City Manager  
Via Ashley Jones, City Manager

DATE: February 27, 2025

SUBJECT: Approval of a Letter to the SANDAG Board of Directors Regarding the San Diego LOSSAN Rail Realignment Project Objectives and Alternative Alignments

## REQUESTED ACTION/RECOMMENDATION:

Staff requests that the City Council provide feedback as necessary, approve and authorize the submittal of a letter (Attachment A) to the San Diego Association of Governments (SANDAG) Board of Directors regarding their consideration of the project goals, objectives and proposed rail alignment options identified by their staff to analyze in the Draft Environmental Impact Report (DEIR) for the San Diego LOSSAN Rail Realignment Project.

## BACKGROUND:

The City of Del Mar (City) has closely monitored SANDAG's San Diego LOSSAN Rail Realignment Project (Realignment Project) since public outreach began in 2020. The project includes studying options for removing the rail line from the fragile Del Mar coastal bluffs to an inland location by 2035. Given the potential for significant short and long-term impacts to the City resulting from relocation of the rail line from its current location, the project has generated a high level of community concern and engagement. More detailed information about the project can be found at: <https://www.sandag.org/projects-and-programs/featured-projects/lossan-corridor-improvements/lossan-rail-realignment>.

The Realignment Project is currently in the environmental review phase, which began with the issuance of a Notice of Preparation (NOP) of a DEIR on June 4, 2024. An unprecedented 1,500 comments were submitted to SANDAG in response to the NOP. The issuance of the NOP was the preliminary step in the State's California Environmental Quality Act (CEQA) process that will determine the technical studies needed to develop an EIR for the Realignment Project.

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## City Council Action:

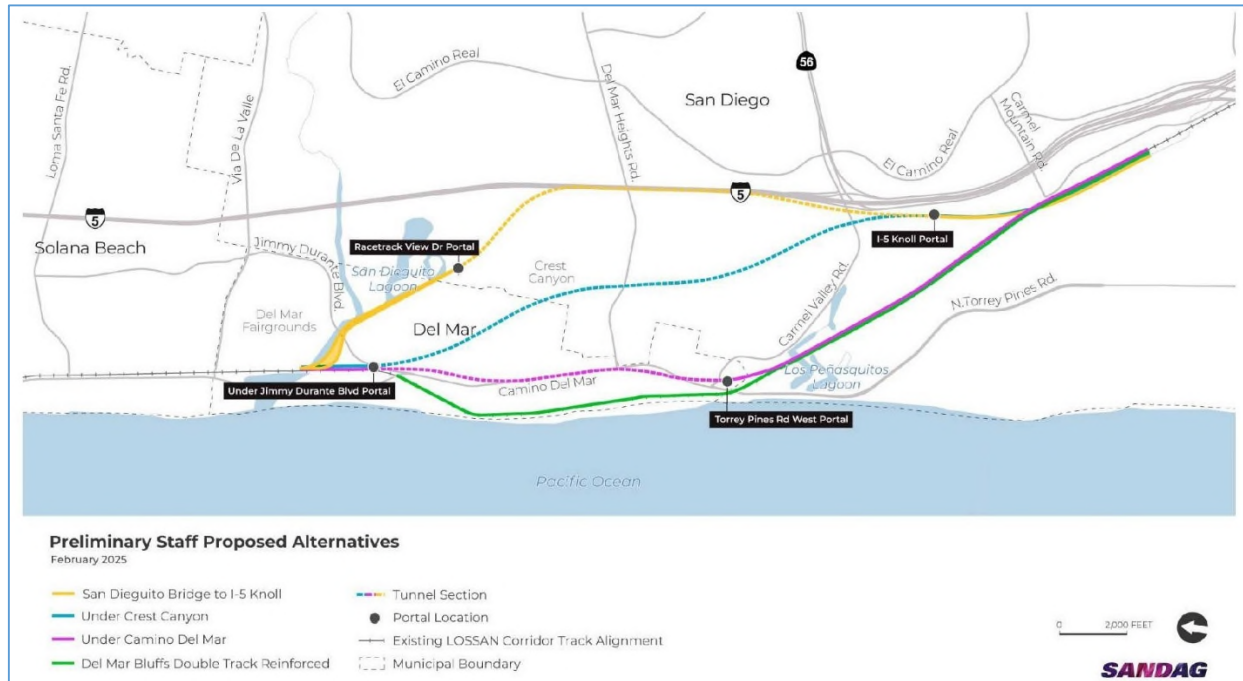
Most recently, the City Council received an informational presentation on the Value Analysis (VA) process and the additional alternative alignments identified by SANDAG staff post-VA Study at the Council meeting on February 18, 2025. For reference, a copy of the agenda report and SANDAG presentation for that meeting are included as Attachment B. A recording of the presentation is available on the City's website at: <https://delmar.12milesout.com/video/meeting/e2a58716-e8e7-48be-aded-cf298e4b8ae8>.

The VA process resulted in the development of 16 alternative alignments that include the three NOP alternative alignments and 13 new concepts. After finalization of the VA Study Report, SANDAG reviewed the 16 conceptual alignments from the VA process, as well as prior studies and public feedback, and are proposing the following five rail alignment options (Figure 1) to the SANDAG Board of Directors for consideration to advance for analysis in the DEIR at their meeting on February 28, 2025 (Attachment C):

- **Under Crest Canyon (Under Jimmy Durante to I-5 Knoll):** Realigned to minimize subsurface easements by routing below Crest Canyon. Corresponds to VA Study Alternative 6. Similar to NOP Alternative B. **Blue line on Figure 1 map below.**
- **Under Camino Del Mar (Under Jimmy Durante to Torrey Pines Road West):** Aligned to minimize subsurface easements by following below Camino del Mar. Corresponds to VA Study Alternative 8. Similar to NOP Alternative C. **Purple line on Figure 1 map below.**
- **San Dieguito Bridge to I-5 Knoll:** Aligned to minimize impacts to Del Mar, the Fairgrounds, and San Dieguito Double Track Bridge. No corresponding VA alternative. Similar to NOP Alternative A. **Yellow line on Figure 1 map below.**
- **Del Mar Bluffs Double Track Reinforced:** Maintains current alignment, adds double track along the bluffs and through Los Penasquitos Lagoon with bluff reinforcement and more robust seawalls. Corresponds to VA Study Alternative 12. **Green line on Figure 1 map below.**
- **No Build:** Includes continuation of major stabilization efforts that would be required to protect the existing single-track alignment.



**Figure 1**



### DISCUSSION/ANALYSIS:

In preparation for February 28, 2025, SANDAG Board Meeting to consider the project goals, objectives and alternative alignments to analyze in the DEIR, staff worked with the City Attorney's office, special CEQA legal counsel, and the Council's Rail Subcommittee consisting of Mayor Gaasterland and Deputy Mayor Martinez to prepare the attached comment letter (Attachment A).

The letter addresses the City's grave concerns with the project objectives and potential impacts of the four proposed alternative rail alignments. In addition, the letter asserts the City's position as a "Responsible Agency" under CEQA, notes the lack of a clearly defined Project Description, and requests that SANDAG equally and fully analyze each alternative in the DEIR.

As a Responsible Agency under CEQA for this project, the City will be required to consider approval of an amendment to the City's Local Coastal Program, issuance of Coastal Development Permits, and a range of other approvals that no other stakeholder for this project has direct jurisdiction over. For the City to select or influence a particular route before the Draft Environmental Impact Report is released could unduly prejudice the City's role as a Responsible Agency and could compromise the City's ability to bring forward future challenges to protect the City's interest.

In considering the City's role as a Responsible Agency, and to protect the City's interests, Del Mar's representative to the SANDAG Board, Mayor Terry Gaasterland, will abstain from participating in agenda Item 9 related to the Realignment Project at the upcoming SANDAG Board of Directors meeting on February 28, 2025. A copy of the statement to be read by the Mayor at the SANDAG Board meeting is included for reference as Attachment D.

Additionally, based on what is known at this time regarding the proposed locations of the alternative alignments, it appears all four Del Mar City Councilmembers may have a conflict of interest based on the proximity of their residence to one or more of the proposed alignments. This is unique to Del Mar, primarily due to the small size of the City, in that no other stakeholder agency has the four proposed alignments traversing its jurisdiction.

Following the issuance of the DEIR for the Realignment Project, the Council will work with the City Attorney's office to facilitate a process whereby a majority of Councilmembers may participate in future required actions and determining positions to be taken by the City related to the Realignment Project.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO COUNCIL GOALS AND PRIORITIES:

City involvement in major SANDAG initiatives, including the San Diego LOSSAN Rail Realignment Project, is a Tier 1 City Council priority.

ATTACHMENTS:

Attachment A – City Comment Letter to SANDAG Board of Directors  
Attachment B – February 18, 2025, Agenda Report and Presentation  
Attachment C – SANDAG Board of Directors Report, February 28, 2025  
Attachment D – Del Mar Mayor Statement of Abstention for SANDAG Board Item 9



## CITY OF DEL MAR

February 27, 2025

San Diego Association of Governments (SANDAG)  
 401 B Street, Suite 800  
 San Diego, CA 92101  
[clerkoftheboard@sandag.org](mailto:clerkoftheboard@sandag.org)  
 ATTN: Clerk of the Board

**Re: City of Del Mar Comments on the San Diego LOSSAN Rail Realignment Project Objectives and Alternative Alignments**

Honorable Members of the SANDAG Board,

This letter is respectfully being submitted on behalf of the City of Del Mar as approved by the Del Mar City Council on February 27, 2025.

On February 28, 2025, you will be asked to provide feedback on the project goals and objectives for the San Diego LOSSAN Rail Realignment Project (Realignment Project) and provide direction on the alternative alignments to be analyzed in the Draft Environmental Impact Report (DEIR).

Given the significant long-term impacts of the LOSSAN project, the City of Del Mar (City) has closely monitored the Realignment Project since public outreach first began in 2020. Most recently, the City Council received an informational presentation on the Value Analysis (VA) process and the additional alternative alignments identified by SANDAG staff post-VA process at our Council meeting on February 18, 2025. No other city or stakeholder will be more adversely impacted by the project than the City of Del Mar.

At the meeting, the City Council did not ask questions or make comments regarding the alternative alignments now being considered based on the City's role as a CEQA "responsible agency." It is the City's intent to keep all options open to preserve any future challenges that we may later make in protecting the City's interest. The City will be the only jurisdiction having to amend its Local Coastal Program, issue Coastal Development Permits, and consider a host of other approvals.

The City appreciates the opportunity to formally submit the following comments and concerns regarding the Board's consideration of the Realignment Project's goals, objectives and alternative alignments to analyze in the DEIR.

These comments reflect the grave concerns that our community members have expressed in public hearings to the City Council. The Realignment Project and its alternatives have the potential to disproportionately and adversely impact the Del Mar community's quality of life, tourism, local businesses, tax revenue, property values, and significantly impact our unique and sensitive coastal resources. Further, the Realignment Project's expansive environmental impacts have potential to forever alter the community character of our City, its history, and adversely impact citizens' health and wellbeing.

## **I. Application of Project Objectives is Unclear and Incomplete.**

The project goal and objectives included in the VA Study Report, which are now presented to the SANDAG Board for consideration, include refinements from the objectives included in the previously issued Notice of Preparation (NOP). As noted in the report, these refinements were not universally agreed upon by the VA participant stakeholder agencies. The City remains concerned that the objectives referencing the Realignment Project “...consider existing and ongoing investments” along the LOSSAN rail corridor unfairly limit and unduly constrain the alternative alignments that will be considered in the DEIR. In sum, this objective predetermines the outcome of the Draft EIR.

Further, the identified objectives provide no definitive method of comparing the environmental impacts of the Realignment Project alternatives with one another or provide a means to fairly weigh which objectives have precedence over another. Other objectives should be included when evaluating the relative benefits of the Realignment Project to its alternatives, such as quantifying the impacts from condemnation, including its costs, the number of properties affected, impacts on residents and businesses, property value impacts, and timing considerations. Also missing in the objectives are the avoidance and/or minimization of negative impacts on air quality and public health and safety. Nowhere in the objectives is public health considered. Yet, the project objectives state that expanded rail service is a goal of the project. This translates to greater and more significant public health impacts and the objectives should account for these detrimental impacts.

And, while some of the project objectives broadly mention the avoidance/minimization of potential negative environmental impacts, the weighting of those objectives compared to other objectives (such as improved rail service or reducing travel times) has not been provided. For example, if one alternative impacts a wetland resource while another alternative does not, how are these objectives reconciled, what objective wins out, does a wetland suffer because a particular route provides greater rail efficiency? Determining the relative weight of an objective from the onset of the EIR process is foundational to transparency, not providing this decision-making framework before the Draft EIR is released for public review obscures the value of the objectives and leaves these decisions to staff alone.

The objectives should also include the relative impacts to the character of the coastal communities. At present, only the City of Del Mar is being asked to bear all the adverse impacts of the Realignment Project when compared to other coastal communities. In sum, the objectives fail to take into consideration the impacts on each coastal community or city and the objectives should recognize the historic and unique character of each impacted coastal community.

## **II. City of Del Mar is a “Responsible Agency” Under CEQA**

The City is a “Responsible Agency” under CEQA and maintains all review and adoption rights granted under CEQA. CEQA defines a “Responsible Agency” as “an agency other than the lead agency with a legal responsibility for carrying out or approving a project” and mandates that “a responsible agency... be involved during the project scoping, planning and CEQA document preparation stages.” (CEQA Guidelines, Sections 15096 and 15381). Here, the City will be required to amend its Local Coastal Program (LPC) that must then be approved and certified by the California Coastal Commission. Only with an LCP amendment will the City have the ability and the discretion to issue Coastal Development Permits, consider encroachment permits, agree

to leases for construction staging areas, consider building permits for construction activities, and a host of other discretionary actions that will be required for the project. As a Responsible Agency, the City must consider the adequacy of the Environmental Impact Report when considering its approval actions. If the EIR fails to meet the requirements of CEQA, the City may challenge it, prepare a subsequent EIR, or in some cases assume the role of Lead Agency. Accordingly, it is important that the objectives be weighed and aligned with the reality of the long-term impacts to the City of Del Mar.

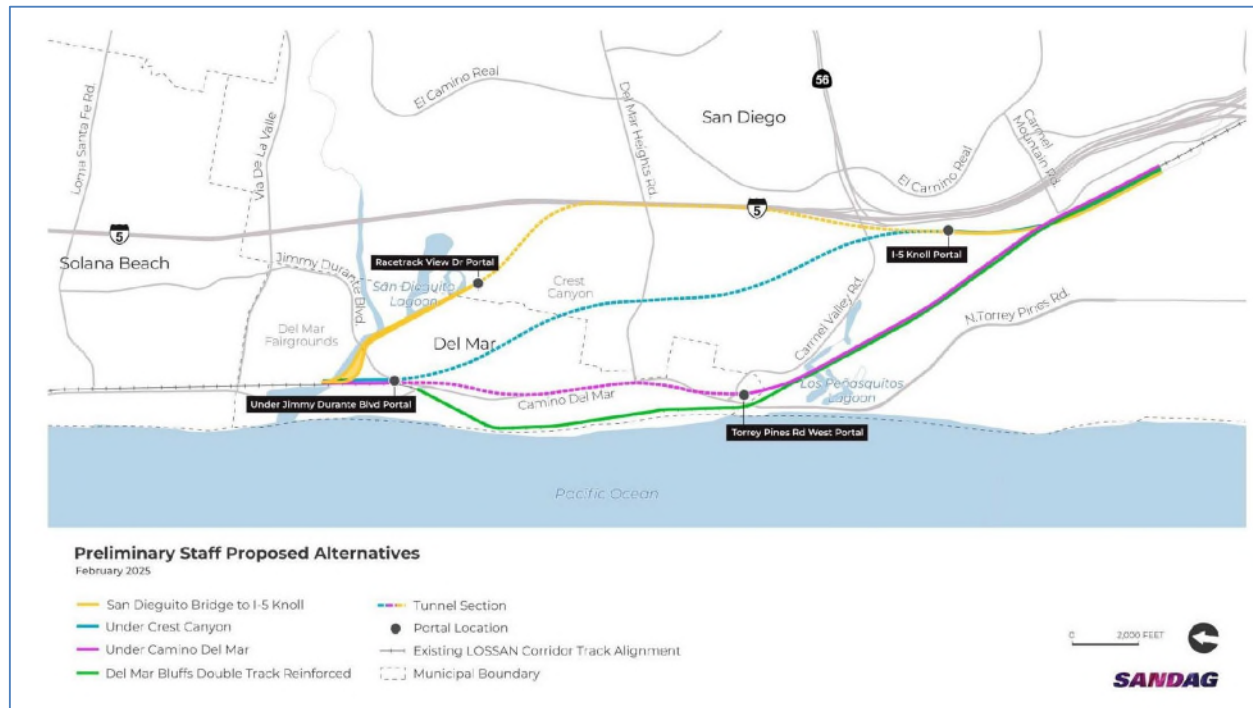
### III. Concerns with Proposed Alternative Alignments

The VA process resulted in the development of 16 alternative alignments that include the three NOP alternative alignments and 13 new concepts. After the VA process was completed, SANDAG evaluated these alternative alignments and reviewed prior project studies and is now recommending that four alignment options, in addition to a “no build” alternative, be included for analysis in the DEIR.

It is important to note that CEQA requires the evaluation of all reasonably feasible alternatives that can reduce impacts below a level of significance. In short, the EIR would be defective if only the chosen four alternatives are evaluated. All feasible alternatives that reasonably meet the objectives should be considered. This includes routes that avoid impacts to wetlands and the community. Moreover, from a National Environmental Policy Act (NEPA) perspective, alternatives that go beyond SANDAG’s jurisdiction should be considered because bluff failure is not endemic to San Diego County alone. Below are the City’s comments and concerns regarding the four alignment options as currently proposed by SANDAG staff:

- San Dieguito Bridge to I-5 Knoll (yellow line on map): This alignment places the project’s impacts solely within the cities of Del Mar and San Diego and would result in significant and adverse environmental impacts to highly productive wetland habitat in the San Dieguito Lagoon. Based on the limited information provided, it appears this alignment would result in the need for both public and private property acquisition (eminent domain) within the City of Del Mar. And, a majority portion of this route is located within a floodplain. Moreover, it is worth noting that this alignment was evaluated in the VA process but was ultimately dismissed as infeasible and not advanced as one of the 16 concepts.
- Under Crest Canyon (Under Jimmy Durante to I-5 Knoll) (blue line on map): This alignment includes a north portal location that would require acquisition (eminent domain) of private property and would result in significant short and long-term impacts to Jimmy Durante Boulevard, including elevating the roadway adjacent to residential homes. This is one of the City’s main arterial roadways and would cause major disruption to the entire City’s roadway system. This alternative also continues to require private property subsurface easements. This alignment would put freight trains under residential homes.
- Under Camino Del Mar (Under Jimmy Durante to Torrey Pines Road West) (pink line on map): This alignment includes north and south portal locations in the City of Del Mar that require acquisition (eminent domain) of private property. Like the “Under Crest Canyon” alternative, this alignment would result in significant short and long-term impacts to Jimmy Durante Boulevard, including reconfiguration of one of the City’s largest intersections. Private property subsurface easements would also be required. This alignment would also put freight trains under residential homes.

- Del Mar Bluffs Double Track Reinforced (green line on map): This concept would result in significant and permanent impacts to protected and sensitive coastal resources, and the removal of permitted private encroachments in North County Transit District (NCTD) right-of-way. Environmental permitting of this alignment would face significant challenges, including the processing of Coastal Development Permits. Importantly, it must be noted that this alternative was previously studied in the 2007 LOSSAN Program EIR and eliminated for the reasons described above.



#### IV. The Project Description and Descriptions of Project Alternatives are Vague and Incomplete

The City remains concerned with SANDAG's approach of advancing multiple concepts (in this case, four alternative alignment options plus a "no build" option) for analysis in the DEIR without a clearly defined "Project Description" and with insufficient detail of the alternatives, particularly the San Dieguito Bridge to I-5 Knoll alignment, for the public to determine the scope and level of environmental impacts.

CEQA requires a "proposed project" to be identified along with a "range of reasonable alternatives" to that proposed project. The EIR's "bona fide subject" must be "[t]he defined project and not some different project." (*Concerned Citizens of Costa Mesa v. 32nd Dist. Agric. Assn.* (1986) 42 Cal.3d 929, 938.) Further, inadequate or unstable descriptions of the Realignment Project may mislead the public and thwart the EIR process. (*San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 656.)

Without a clear identification of the proposed project, members of the public cannot comment meaningfully on the potential impacts. (*Save Our Capitol! v. Department of General Services*

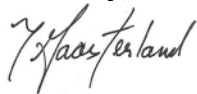
(2023) 87 Cal.App.5th 655, 676.) “A project description that gives conflicting signals to decision makers and the public about the nature of the project is fundamentally inadequate and misleading.” (*South of Market Community Action Network v. City and County of San Francisco* (2019) 33 Cal.App.5th 321, 332.) Here, the public is asked to conjure what a reasonable range of alternatives might be to each of the four proposed alignments, and to numerous options for portal locations. SANDAG staff’s recommendations to the Board of Directors identifies alternatives, but not the required proposed “bona fide” project. (CEQA Guidelines Sections 15378 and Section 15126.6).

## **V. The Project and Each Alternative Should Be Fully Analyzed**

The alternatives analysis is the “core of the EIR.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal 3d 553, 564.) “One of [an EIR’s] major functions . . . is to ensure that all reasonable alternatives to proposed projects are thoroughly assessed by the responsible official.” (*Laurel Heights Improvement Ass’n. v. Regents of the University of California* (1988) 47 Cal. 3d 376, 400.) Accordingly, the Realignment Project and all alternatives should be reviewed in the DEIR at the same thorough level of analysis. Given the expansive scope and complexity of the Realignment Project, each alternative should be evaluated at the same level as the Project Description. Full analysis of each alternative is the only transparent method of insuring that the decision makers understand the full range of impacts of each alternative. The fundamental purpose of CEQA is to ensure informed decision-making. (*Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 515.) This includes socioeconomic impacts, condemnation impacts, and resource protection issues, which are required under NEPA. Because the EIR will be a combined EIR/EIS that must satisfy federal NEPA requirements, the level of detail of alternatives must be similar to the level of detail of the project itself. An EIS must “[d]evote substantial treatment to each alternative considered in detail including the proposed action so that reviewers may evaluate their comparative merits.” (40 C.F.R. section 1502.14, subdivision (b).)

We appreciate the opportunity to comment on SANDAG staff’s recommendations to the Board of Directors on the Realignment Project and anticipate working with SANDAG to address the many important and substantial concerns being raised by the public and various stakeholders.

Sincerely,



Terry Gaasterland  
 Mayor

cc: Del Mar City Council  
 Ashley Jones, Del Mar City Manager  
 Mario Orso, SANDAG Chief Executive Officer  
 Maria Rodriguez Molina, SANDAG Director of Mega Projects, Border, and Goods Movement





February 10, 2025

Carlene Moore  
Chief Executive Officer  
22<sup>nd</sup> District Agricultural Association  
cmoore@sdfair.com

Dear Ms. Moore,

Thank you for your letter, dated January 14, 2025, regarding your support for the San Dieguito Double Track and Special Events Platform Project. We appreciate your thoughts and value our partnership with the 22<sup>nd</sup> District Agricultural Association as we coordinate essential improvements to areas in and around your District.

We understand the importance to your operations of replacing the 109-year-old San Dieguito bridge expeditiously, and the transformative benefit that will be provided by having a dedicated special events platform to service the San Diego County Fair and other events at your facilities.

The project has received grants and formula funds that fully fund it, including time-limited commitments from the state and federal government, and we are grateful for the broad support the project enjoys. Any action to delay the San Dieguito Double Track and Special Events Platform Project would need to be considered and approved by the SANDAG Board of Directors.

Thank you again for your interest. I look forward to our continuing work together to improve mobility and quality of life for our entire region and its visitors.

Sincerely,

A handwritten signature in black ink, appearing to read "Mario Orso".

Mario Orso  
Chief Executive Officer

Cc: Lesa Heebner, Chair, SANDAG Board of Directors



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**Items 7A-C: Oppose Rail Realignment Bisecting Fairgrounds and Support Affordable Housing**

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**From** Laura DeMarco <[REDACTED]>

**Date** Tue 2/11/2025 6:03 PM

**To** Carlene Moore <cmoore@sdfair.com>; Fred Schenk <[REDACTED]>; Michael Gelfand <[REDACTED]>; Phil and Catherine Blair <[REDACTED]>; Don Mosier <[REDACTED]>; Joyce Rowland (SDFair) <jrowland@sdfair.com>; Kathlyn Mead (SDFair) <kmead@sdfair.com>; Sam Nejabat (SDFair) <snejabat@sdfair.com>; Lisa Barkett <[REDACTED]>

**Cc** Molly Arnold <marnold@sdfair.com>; Donna O'Leary <doleary@sdfair.com>

Dear 22nd DAA Directors and staff,

The city of Del Mar's financial strength depends on the Fairgrounds. Advances from the head of the 22nd DAA and racetrack enabled the newly incorporated city of Del Mar to make payroll and fund city operations in the late 1950s and early 1960s. More recently, Del Mar shared your pain during the COVID shut down as most of the city's sales tax revenue is derived from the Fairgrounds. Reducing our community's high wildfire risk by undergrounding energized overhead powerlines also depends on Measure Q sales tax revenue from the Fairgrounds.

That's why the Del Mar city council formally adopted a guiding principle that Fairgrounds' operations cannot be impacted by SANDAG's proposed rail realignment. We cannot afford disruption of Fairground's events, the lifeblood of both the 22nd DAA and Del Mar.

The city and our community support a Fairgrounds' rail platform to improve public access and reduce traffic and parking congestion. This rail link will also help expand opportunities in your master planning process so your guests, employees, and large seasonal workforce can more easily commute to your improved facilities.

As Director Blair previously shared at your July meeting, the \$7-\$9B cost of the potential rail realignment route bisecting the Fairgrounds is prohibitively expensive. You could also make it politically infeasible by choosing an affordable housing site in its proposed path for the city of Del Mar to build.

This affordable housing development will help attract and retain your lower income employees who would no longer face long commutes. They would live onsite, enjoy the nearby beach, and send their children to our top local public schools. An added bonus is at the end of the ground lease, the rental units revert to the 22nd DAA and become one of your most valuable assets. Annual rental revenues of at least \$1.8M would meet your master plan's goals: provide stable pandemic- and recession-proof income that sustains the 22nd DAA. This would shore up your balance sheet and income statement as well as provide a dedicated revenue source for your future financing needs.

In addition, the affordable housing project will also benefit your master plan by blocking upzoning and "by right" multi-story development of hundreds of high density housing units on the fragile bluff above Dog Beach. That massive development would increase traffic congestion and public parking demands that would significantly constrain your own master plan's potential development of the vast acreage accessible through the Solana Beach gate. It would also block your property's ocean views.

Providing a site for Del Mar to build affordable housing is a win-win for the 22nd DAA, Del Mar, and the state of California. As a state-owned organization, Gov. Newsom and state legislative leaders would commend you for following through with the agreement to provide a 2-acre site for Del Mar to build 61 units of state-mandated affordable housing.

Thanks for your service and consideration,

Laura DeMarco  
Del Mar

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## Add 9 Days to San Diego Co. Fair to Replace the Financial Contribution of Live Horse Racing

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From Martha Sullivan <[REDACTED]>

Date Thu 2/13/2025 7:56 AM

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

Cc Carlene Moore <cmoore@sdfair.com>

Good Morning! Please share the following with the Board Members and Senior Management of the 22nd DAA/Del Mar Fairgrounds, as well as the Board Members and Officers of the State Race Track Authority and the State Race Track Leasing Commission.

It's just practical business to plan an exit from U.S. [Horse Racing](#) ...

# of Ownership entities down 46% since 2004; # of Trainers down 58% since 2000; foals down 58% since 1990; Wagering down 57% since 2003 adjusted for inflation; 50 tracks closed since 2000, 30 since 2013.

The 2024 San Diego County Fair provided \$17.9 Million in Food and Beverage Revenues to the 22nd DAA/Del Mar Fairgrounds in about 25 Fair days, or about \$716K/day.

At Tuesday's Board Meeting, the Del Mar Thoroughbred Club bragged about providing \$6.1 Million in Food and Beverage Revenues to the 22nd DAA/Del Mar Fairgrounds in 2024, in 47 Race Days (Summer and Fall Meets), or about \$130K/day.

**Let's just add 9 more days to the San Diego County Fair and stop risking & taking horses' lives for mere gambling in a demonstrably dying industry.** No legitimate sport would tolerate the daily deaths of its athletes.

I realize the DMTC Operating Agreement goes through 2030, but extending the Fair Dates is an option that should be considered in planning for that Agreement's end AND in case Horse Racing is no longer financially viable in CA, as is trending. **I formally request that the Board of the 22nd DAA include this option in all of its planning.**

Thank You for your consideration,

Martha Sullivan  
Imperial Beach

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**Pls Share to Bd Members/Mgt Team/SRTA & SRTLC Bd & Officers/ Big Fresno Fair Postpones Horse Racing in 2025 - BloodHorse**

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**From** Martha Sullivan <[REDACTED]>  
**Date** Wed 2/26/2025 3:28 PM  
**To** Donna O'Leary <doleary@sdfair.com>; Molly Arnold <marnold@sdfair.com>  
**Cc** Carlene Moore <cmoore@sdfair.com>

Greetings! Please share this with the Board Members and Management Team for the 22nd DAA, and the Board Members and Officers of the State Race Track Authority and the State Race Track Leasing Commission.

Thank You,  
Martha Sullivan  
Imperial Beach

"The most recent shifts in Northern California horse racing have prompted The Big Fresno Fair Board of Directors and Fair Management to make the decision to postpone horse racing in 2025. Factors cited include but are not limited to the uncertainty regarding the availability of horses, increased financial risk and the lack of a racing management collective for Northern California fairs.

"This decision allows for continued in-depth industry analysis to assess the viability of horse racing at The Big Fresno Fair before making any long-term determinations.

"This tough decision was made with careful consideration for the long-term economic health of The Big Fresno Fair. It is a necessary step to fully evaluate the future of a successful horse race meet in Fresno, which is one aspect of our annual event that serves our community -- both at Fair-time and year-round," said Christina Estrada, CEO of The Big Fresno Fair. "We remain committed to exploring all options in an ever-evolving industry situation, and will continue working closely with industry leaders to assess potential paths forward. In the meantime, The Big Fresno Fair is determining alternate entertainment options in the Grandstand for our community to enjoy." ...

"The Big Fresno Fair is the 5th largest fair in the State of California and home to more than 250 interim events throughout the year."

<https://www.bloodhorse.com/horse-racing/articles/282925/big-fresno-fair-postpones-horse-racing-in-2025>

# THE COAST NEWS GROUP

## THE COAST NEWS | THE INLAND EDITION

### It's curtains for KAABOO Del Mar after 2025 festival cancellation

by [Leo Place](#)

March 5, 2025

DEL MAR — The long-awaited relaunch of the KAABOO arts and music festival in Del Mar is dead in the water after the event was canceled for the second consecutive year.

While KAABOO was set to return to the Del Mar Fairgrounds in September, Fairgrounds representatives confirmed this week that they have ended their contract with organizer Festival Licensing and Acquisition Corporation (FLAAC) after they failed to pay a \$50,000 deposit that was due in November.

The contract included a one-year agreement with the option for four one-year renewals. Under the agreement with FLAAC, the Fairgrounds would have received \$250,000 annually for hosting KAABOO.

“FLAAC did not make its deposit payment per its agreement, and we decided it was time to move on,” said Fairgrounds spokesperson Tristan Hallman.

KAABOO was [delayed to 2025](#) after FLAAC canceled plans to hold the event in [September 2024](#). At that time, organizers had failed to make a deposit or announce specific dates, a lineup or ticket sales in the months leading up to the event.

The multiday festival ran at the Fairgrounds from 2014 to 2019, showcasing high-profile acts such as the Red Hot Chili Peppers, Aerosmith, Jimmy Buffet, Hall & Oates, Grouplove, Pink and Imagine Dragons.

The festival has been dormant since 2019 and has undergone various legal issues and ownership changes since then. Organizers planned to take the 2020 festival to Petco Park, but this never occurred due to the COVID-19 pandemic. Ticketholders were reportedly never reimbursed after the festival was cancelled.

FLAAC, led by industry veterans Mark Terry, Chris Racan and Carl Monzo, bought the rights to the festival from investor Mark Hagle in 2021. According to [Billboard](#), Hagle lost around \$23 million in 2019 after purchasing KAABOO from Virgin Fest, resulting in a lawsuit between the parties.

In 2022, the Padres sued KAABOO for alleged breach of contract when they attempted to move the festival back to Del Mar. The two parties ultimately terminated their contract, allowing KAABOO to enter into an agreement with the Fairgrounds in 2023.

The Fairgrounds said they are focused on the 2025 San Diego County Fair and will announce the lineup of entertainment acts in the coming weeks.

“Our Board of Directors, our team, and our community have high standards and expectations for events at the Fairgrounds, and we remain open to conversations with proven professional promoters who can offer unforgettable experiences for our community at our iconic location,” Hallman said.

## ITEM 5 – CONSENT CALENDAR

March 2025

### Expense Contracts

#### Standard Agreements from Competitive Solicitation

Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-007	Shoreline Lane Care, Inc dba Landcare Logic	Garden Block Project	IFB	Fair	4/14/2025 - 7/31/2025	\$60,000.00

#### Standard Agreements Exercising Option Years

Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
23-007 AM1	Raphael's Party Rental	Party Equipment Rental	IFB	Fair	5/15/2023 - 7/10/2026	\$175,528.17 AM1 (Total contract value = \$676,869.31)
23-008 AM1	Prestige Golf Carts	Golf Cart Rental	IFB	Fair	5/15/2023 - 7/10/2026	\$59,671.32 AM1 (Total contract value = \$227,351.88)

#### Standard Agreements – Public Exigency

Contract #	Contractor	Purpose	Sole Source Justification	Effort Type	Term	Not to Exceed
24-062	Elite Show Services, Inc.	Grandstand Fire Watch Patrol	Sole Source - Public Exigency	Until Completed	12/16/2024 - 4/30/2025	\$191,743.20

#### Standard Agreements Exempt from Competitive Solicitation

Contract #	Contractor	Purpose	Categorical Exemption / Exception	Effort Type	Term	Not to Exceed
25-1201	R.W.B. Party Props, Inc.	Deliver and Install Props	Categorical Exemption	Fair	3/15/2025 - 7/11/2025	\$75,000.00

## **Revenue Contracts**

<b>Sponsorship Agreements</b>					
<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Effort Type</b>	<b>Term</b>	<b>Amount</b>
SPO-24-002 AM1	Anheuser- Busch, LLC	Amendment increases the number of admission tickets from 800 to 1,300	Fair, Year Round, DMTC	3/1/2024 – 12/31/2028	\$2,960,693.00

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

**25-007**

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 14, 2025**

THROUGH END DATE

**July 31, 2025**

3. The maximum amount of this Agreement is:

**\$60,000.00****Sixty Thousand Dollars and Zero Cents**

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Sample Photos	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment I	Pricing Table	14
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

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

Contractor shall provide labor to set-up and remove temporary block garden displays for the 2025 San Diego County Fair (SDCF).

- C. The services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
- D. The project representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	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: 858-339-0247	Phone: 858-335-2522
E-mail: <a href="mailto:mhogan@sdfair.com">mhogan@sdfair.com</a>	E-mail: <a href="mailto:tony.angelo@landcarelogic.com">tony.angelo@landcarelogic.com</a>

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

**2. WORK TO BE PERFORMED BY CONTRACTOR:**

**A. General Description**

- Contractor shall furnish all necessary labor and tools to assemble the outside border of up to twenty-two (22) block garden displays, with District-owned block, between April 14 and May 2, 2025. All work must be completed no later than May 2, 2025, at noon.
- All blocks shall be stacked to create up to twenty-two (22) planters, as directed by the District, in a manner where no mortar is required.
- Contractor must provide a sufficient amount of laborers for the block garden project who meet the following requirements:
  - Be able to lift a minimum of forty (40) pounds.
  - Have the ability to bend freely and have dexterity in both hands.



## **EXHIBIT A SCOPE OF WORK**

- c. Have the ability and knowledge to dry stack blocks to create planters that will be filled with dirt, upon completion.
  - d. Be able to work outside for extended periods while exposed to weather elements.
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 9, 2025 and July 11, 2025. All work must be completed no later than July 11, 2025, 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.

### **B. Garden Sizes**

1. 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:
  - a. 10-feet x 15-feet
  - b. 15-feet x 20-feet
  - c. 15-feet x 50-feet
  - d. 20-feet x 25-feet
  - e. 25-feet x 40-feet

### **C. Block Dimensions**

1. 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:
  - a. 11-inches x 6-inches x 6-inches
  - b. 12-inches x 10-inches x 6-inches
  - c. 14-inches x 10-inches x 6-inches
  - d. 16-inches x 11-inches x 6-inches
2. 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 2025 set-up.

### **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.

**EXHIBIT A**  
**SCOPE OF 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 herein. 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 by the District, Contractor shall clean and remove all rubbish and excess materials, if any, from the job site and all areas occupied by Contractor in connection with the work performed. The Contractor shall also sweep the grounds in and around the job site to remove dust and debris. All parts of the work shall be left in a neat and presentable condition. Final clean-up will be provided by the Contractor at no additional cost to the District.
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

23-007

AMENDMENT NUMBER

1

Purchasing Authority Number

550100-50

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Raphael's Party Rentals

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2026

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

\$676,869.31

Six Hundred Seventy Six Thousand Eight Hundred Sixty Nine Dollars and Thirty One 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 option year, extending the contract term by one year and increasing the dollar amount by \$175,528.17. The maximum amount of this Agreement is hereby increased from \$501,340.14 to \$676,869.31. The Through End Date is hereby amended from July 10, 2025 to July 10, 2026.

Amendment Effective Date: July 10, 2025

*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.)

Raphael's Party Rentals

CONTRACTOR BUSINESS ADDRESS

8606 Miramar Road

CITY

San Diego

STATE

CA

ZIP

92126

PRINTED NAME OF PERSON SIGNING

Philip Silverman

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STD 213A (Rev. 4/2020)

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

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-008	1	550100-50

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

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

CONTRACTOR NAME  
IPC Industries Inc. DBA Prestige Golf Cars

2. The term of this Agreement is:

START DATE  
May 15, 2023

THROUGH END DATE  
July 10, 2026

3. The maximum amount of this Agreement after this Amendment is:  
\$227,351.88  
Two Hundred Twenty Seven Thousand Three Hundred Fifty One Dollars and Eighty Eight Cents

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

The purpose of this Amendment is to exercise the first option year, extending the contract term by one year and increasing the dollar amount by \$59,671.32. The maximum amount of this Agreement is hereby increased from \$167,680.56 to \$227,351.88. The Through End Date is hereby amended from July 10, 2025 to July 10, 2026.

Amendment Effective Date: July 10, 2025  
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.) IPC Industries Inc. DBA Prestige Golf Cars			
CONTRACTOR BUSINESS ADDRESS 26525 Jefferson Ave.	CITY Murrieta	STATE CA	ZIP 92562
PRINTED NAME OF PERSON SIGNING Michael Highsmith	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**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-062

GL ACCOUNT NUMBER (If Applicable)

GL Account #: 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

Elite Show Services, Inc.

2. The term of this Agreement is:

START DATE

December 16, 2024

THROUGH END DATE

April 30, 2025

3. The maximum amount of this Agreement is:

\$191,743.20

One Hundred Ninety One Thousand Seven Hundred Forty Three Dollars and Twenty 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.)

Elite Show Services, Inc.

CONTRACTOR BUSINESS ADDRESS

2878 Camino Del Rio South #260

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

John Kontopuls

TITLE

President &amp; CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Elite Show Services, Inc., hereinafter referred to as the Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide unarmed security personnel to perform Fire Watch duties via foot patrol. This patrol encompasses the Grandstand floors, one through six divided into East and West patrol areas.

The Contractor shall provide on an as-needed basis two (2) uniformed security guards per shift for a total of three (3) shifts to maintain a continuous, 24-hour Fire Watch in the Grandstand Building. The shifts are scheduled from 6:00 a.m. to 2:30 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m., including all holidays.

- B. The services shall be performed at the Del Mar Fairgrounds Grandstand building 2260 Jimmy Durante Blvd, Del Mar, CA 92014.

The services shall be provided beginning December 16, 2024 and are estimated to continue through April 30, 2025. However, services may end sooner if the fire alarm panels in the Grandstand are restored to working order or if the Fire Code Official determines that the mandatory fire watch is no longer necessary.

- C. The Contractor shall ensure that any staff assigned to this project do not incur overtime to complete the tasks outlined in this Agreement. Staff shifts shall be limited to a maximum of 8 hours per day. Overtime shall not be incurred due to insufficient staffing by Contractor.

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

22 <sup>nd</sup> District Agricultural Association	Elite Show Services, Inc.
Name: Mark Elvin, Public Safety Director	Name: Jamie Doan, Account Executive
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2878 Camino del Rio South, #260 San Diego, CA 92108
Phone: 858-792-4282	Phone: 619-504-9347
e-mail: <a href="mailto:Melvin@sdfair.com">Melvin@sdfair.com</a>	e-mail: <a href="mailto:jdoan@eliteservicesusa.com">jdoan@eliteservicesusa.com</a>

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

### 2. WORK TO BE PERFORMED:

- A. Background and Goals

1. Mandatory Fire Watch for Grandstand Building

## **EXHIBIT A SCOPE OF WORK**

Due to the Grandstand Building fire alarm system being inoperable, the State of California Fire Marshal office has mandated a 24-hour, seven (7) day a week fire watch.

The goal is to provide a ceaseless fire watch until the alarm system has been repaired and restored to working order in the Grandstand Building or until the State of CA Fire Marshal directs differently. Contractor shall follow the schedule as provided by the Public Safety Manager until the fire watch has been discontinued.

### **2. Fire Watch Requirements**

The Fire Code Official shall require a Fire Watch when a required fire protection system is out of service or where the fire code official deems necessary in order to preserve the life and safety of occupants in an occupied building. When required by the Fire Code Official, a property shall be under mandatory fire watch until no longer required by the Fire Code Official.

Code Reference:

2022 California Fire Code, Chapter 9, Section 901.7 System out of Service  
2022 California Fire Code, Chapter 2, Section 202, Fire Watch

### **B. Tasks and Deliverables**

1. The Contractor shall be responsible for the performance of tasks, and for the preparation of deliverables as specified in this Exhibit A.
  - a. The Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, the Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout Agreement term.
2. Contractor shall provide on an as-needed basis two (2) uniformed guards per shift, 24 hours a day, seven (7) days a week, to patrol the Grandstand Building on foot. The guards shall monitor for fire hazards or any fire-related incidents while ensuring compliance with safety protocols.
3. Contractor shall ensure that all guards receive training required to effectively monitor, identify, and respond to fire hazards or fire-related incidents.
4. Contractor Personnel providing fire watch foot patrol inside the Grandstand shall follow the District Guard shift schedule of 6:00 a.m. to 2:30 p.m., 2:00 p.m. to 10:30 p.m., and 10 p.m. to 6:30 a.m. Hours are subject to change.

**EXHIBIT A  
SCOPE OF WORK**

5. Contractor shall provide staff to perform Fire Watch with Contractor-employed guards. Guards shall not be supplied by a temporary work agency.
6. Contractor shall promptly notify the District Lead Guard or most senior District guard on duty, if the Lead is absent, of any gaps in staffing coverage via immediate phone call.
7. Contractor shall provide a copy of the sign in/out sheet showing staffing on a weekly basis, every Friday.
8. Contractor shall provide all their security personnel with a State of CA-BSIS approved uniform prior to the start of their shift.
9. Contractor shall provide each guard with an operating flashlight.
10. Fire Watch Guards shall turn in a completed Fire Watch Log at the end of each shift. The logs must detail all fire watch activities, any observed incidents, and actions taken. When the San Diego County Fair is not taking place, completed Fire Watch Logs must be submitted to District's Lead Guard.
11. Contractor's Fire Watch Guards shall not be required or permitted to perform any other duties.

**3. Total Estimated Hours Schedule:**

Job Classification	Location	No. of Guards per Shift	Estimated No. of Shifts	Date Started	Date Ended	Estimated Hours Per Day	Total Days	Total Estimated Hours
Uniformed Security Guard	Grandstand	2	3	12/16/2024	4/30/2025	48	135	6,480



**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1201

GL ACCOUNT NUMBER (If Applicable)

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

R.W.B. Party Props, Inc.

2. The term of this Agreement is:

START DATE

March 15, 2025

THROUGH END DATE

July 11, 2025

3. The maximum amount of this Agreement is:

\$75,000.00

Seventy-Five Thousand Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (April 2017)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

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.)

R.W.B. Party Props, Inc.

CONTRACTOR BUSINESS ADDRESS

128 South Cypress Street

CITY

Orange

STATE

CA

ZIP

92866

PRINTED NAME OF PERSON SIGNING

Ed Mendez

TITLE

Project Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

R.W.B. Party Props, Inc.  
Agreement Number: 25-1201  
Page 3 of 22

**A. SERVICES OVERVIEW**

1. R.W.B. Party Props, Inc., hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, stage props in various areas of the District for the 2025 San Diego County Fair, hereinafter referred to as “Fair”.
2. Contractor shall provide decorations and new or vintage props for the “Summer Pet-Tacular” theme attraction and for the District’s “Farm” and “Farm 2 U” exhibit.
3. Contractor shall provide set design, decorations and support for eight to twelve (8 – 12) additional locations on the District’s grounds, including but not limited to Garden Show, Fair entrances, theme exhibit, beer and wine experience exhibits, Paddock Stage and competition buildings, including Home Made and Flower Show.
4. Contractor shall be responsible for delivery, installation, tear-down and removal of all props upon closure of the Fair.
5. The project representatives during the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	Ed Mendez, Project Manager
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	128 South Cypress Street Orange, California 92866
Phone:	(858) 755-1161 Ext. 4211	Phone:	(714) 538-8629
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:ed@rwbpartyprops.com">ed@rwbpartyprops.com</a>

**B. WORK TO BE PERFORMED**

1. Contractor shall build props requested by the District. Progress of the build shall be demonstrated through pictures and sent to District management.
2. Contractor shall deliver props selected by the District beginning April 12, 2025 or as agreed upon by Contractor and District.
3. Contractor shall install props in locations and areas indicated by the District beginning May 27, 2025 or as agreed upon by Contractor and District.
  - a. Contractor shall install props between the hours of 8:00 a.m. and 5:00 p.m.
  - b. Contractor shall complete installation of all props rented by the District no later than June 6, 2025 at 5:00 p.m.
4. Contractor shall tear-down and remove all props beginning July 7, 2025.
  - a. Contractor shall remove props between the hours of 8:00 a.m. and 5:00 p.m.
  - b. Contractor shall remove props from the Farm and Theme building no later than 5:00 p.m. on July 8, 2025.

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

R.W.B. Party Props, Inc.  
Agreement Number: 25-1201  
Page 4 of 22

- c. Contractor shall complete removal of all props from the remaining areas of the District no later than July 13, 2025 at 5:00 p.m.
5. Contractor shall be responsible for all labor, transportation, equipment and materials necessary for installation, staging and removal of props.
6. Contractor agrees to provide a written quote for District approval, prior to the initiation of any additional rental props or services. District shall not be responsible for additional costs that have not been pre-approved in writing by the District.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.	Photographic Proof of Prop Build Progress	March 28, 2025
2.	Deliver Props to the Farm	April 12, 2025
3.	Props Fully Installed	June 6, 2025
4.	Props Fully Removed from District Property	July 13, 2025

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 9/01)

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

AGREEMENT NUMBER

**SPO-24-002**

AMENDMENT NUMBER

**AM1**

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

STATE AGENCY'S NAME

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

SPONSOR'S NAME

**Anheuser-Busch, LLC**

2. The term of this

Agreement is

**March 1, 2024 –  
December 31, 2028**

3. The amount of this

Agreement after this amendment is: **\$ 2,960,693.00**

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:

This amendment adds the following: Section 6. b. increases the single admission tickets from 800 to 1,300.

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

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

SPONSOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Anheuser-Busch, LLC**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Lexie Ward (Cegelski) | Matthew Duncan**

Address: 5959 Santa Fe St., San Diego, CA 92109

With a copy to: c/o Anheuser-Busch Companies, LLC, One Busch Place, St. Louis, MO 63118, Attn: Legal Department

**22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION**

AGENCY NAME

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Carlene Moore, CEO/General Manager**

ADDRESS

**2260 Jimmy Durante Blvd., Del Mar, CA 92014**

## ITEM 9 – MATTERS OF INFORMATION

March 2025

### Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-010	Stornetta Livestock Services, Inc.	Livestock Program Entry Coordination	Sole Source	Fair	2/1/2025 - 8/31/2025	\$31,800.00
25-012	AllTech Imaging and Technologies, Inc.	Large Format Printer Maintenance	Opportunity Purchase	Year Round	2/10/2025 - 2/9/2029	\$21,755.00
25-015	Fair-ly Decent Promotions	Community Banner Photography	Categorically Exempt	Fair	2/1/2025 - 4/30/2025	\$3,500.00

Funding Contract (formerly Individual Project Agreements (IPA)) with California Construction Authority (CCA)			
Project #	Purpose	Term	Not to Exceed
022-25-889896	Del Mar Hacienda Room HVAC	1/17/2025 - 6/11/2025	\$90,000.00
022-25-889934	Exhibit Hall Transformer	1/23/2025 - 6/11/2025	\$300,000.00
022-25-889938	Mission Tower HVAC	1/23/2025 - 6/11/2025	\$210,000.00
022-25-891285	Surfside Mechanical Roof	1/23/2025 - 6/11/2025	\$210,000.00
022-25-889942	The Sound Boiler Replacement	1/15/2025 - 6/11/2025	\$137,942.50

2025 San Diego County Fair Agreements				
Contract #	Contractor	Purpose	Term	Not to Exceed
25-1200	San Diego Fine Woodworkers Association	Production of Design in Wood Show	3/7/2025 - 7/11/2025	\$0.00
25-1202	Get Fresh Communications	Emcee Food Events and Provide Fresh Produce Demonstrations	5/1/2025 - 7/6/2025	\$20,000.00
25-1204	San Diego Garden Railway	Install, Staff, and Maintain Model Railway Exhibit	2/20/2025 - 7/11/2025	\$8,000.00
25-1205	KM Creative Solutions	Animal Husbandry and Curator Services	3/15/2025 - 7/31/2025	\$45,950.00
25-1206	Kathy Wadham	Theme Exhibit Consulting and Design	3/15/2025 - 9/15/2025	\$49,500.00

## 2025 San Diego County Fair Entertainment Agreements

Contract #	Entertainer / Agency	Summary / Genre	Amount
25-1051	Twisted Orbit, LLC	LED Walkaround	\$30,000.00
25-1052	Animal Cracker Conspiracy, Inc.	Daytime Walkaround	\$29,000.00
25-1053	Buck Trout Entertainment Corp	Daytime Walkaround	\$19,000.00
25-1054	The Wilder Show	Daytime Walkaround	\$18,000.00
25-1055	Social Artistry LLC	Asian and Pacific Islander Festival	\$7,500.00
25-1056	Social Artistry LLC	KPop Festival	\$7,500.00
25-1057	OutAt Inc	Out at the Fair Festival	\$15,000.00
25-1058	M.A.N.D.A.T.E. Records Inc	Gospel Day Music Festival	\$9,500.00
25-1059	Swiftly Swine	Pig Races	\$34,000.00
25-1060	FIREnICE Entertainment	Daytime Walkaround	\$33,000.00
25-1061	BOOM! Percussion Entertainment, LLC	Night Walkaround	\$46,438.00
25-1062	Melomano Inc	Salsa Dancing	\$1,400.00
25-1063	DMLD LLC	Line Dancing	\$2,800.00
25-1064	Stunt Dog Productions	Dog Show	\$32,000.00
25-1065	Trapeze Co, LLC	Trapeze Show	\$84,000.00
25-1067	Jeff L Martin	Hypnotist Show	\$12,000.00
25-1070	Great American Entertainment Co	Petting Zoo & Animal Education	\$74,000.00
25-1071	Drew Miller f/s/o Euphoria Brass Band	Ground Stage Entertainment	\$37,000.00
25-1072	Abel Jacome	Native American Heritage Day	\$18,000.00
25-1073	Oasis Camel Dairy LLC f/s/o Nancy Riegler Bird Show	Bird Show	\$26,000.00
25-1074	DOGZ Events, LLC	Dock Dog Competition	\$12,000.00
25-1075	Full Contact Racing LLC	Monster Trucks – Arena Entertainment	\$113,500.00
25-1076	San Diego Bluegrass Society	Bluegrass Music Day	\$2,500.00
25-1077	Patrick Contreras	Ground Stage Entertainment	\$11,500.00
25-1078	Fuzion, Inc f/s/o The Dreamboats	Ground Stage Entertainment	\$7,500.00
25-1079	Fuzion, Inc f/s/o Let's Get It On: Tribute to Marvin Gaye & Motown	Ground Stage Entertainment	\$7,500.00
25-1080	Fuzion, Inc f/s/o Sixtiesmania	Ground Stage Entertainment	\$7,500.00
25-1081	Adam the Great	Magician	\$13,000.00
25-1085	A Journey Heals dba Jag Real Estate f/s/o Jason Coleman	Ground Stage Entertainment	\$2,700.00

### 2025 San Diego County Fair Judging Agreements

Contract #	Contractor	Purpose	Effort Type	Term	Amount
25-34J	Wesley D. Hagen	Wine Competition Judge	Fair	2/22/2025 - 2/23/2025	\$400.00

### Revenue Contracts Executed per Delegated Authority

#### Event Agreements

Contract #	Licensee	Event Name	Term	Rental Fee
25-901	Central Valley Reptile Expo	Central Valley Reptile Expo	3/28/2025 - 3/30/2025	\$9,470.00
26-892	Biltwell Inc	Motorcycle Parts & Labor Expo	1/8/2026 - 1/12/2026	\$9,940.00
26-902	Pacific Bills Media	Sportfishing, Boat, Travel, and Outdoors Show	3/17/2026 - 3/23/2026	\$69,880.00
26-903	SCEGA California	SCEGA Gymnastics Meet	1/4/2026 - 1/19/2026	\$14,910.00

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-010

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

Stornetta Livestock Services, Inc.

2. The term of this Agreement is:

START DATE

February 1, 2025

THROUGH END DATE

August 31, 2025

3. The maximum amount of this Agreement is:

\$31,800.00

Thirty One Thousand Eight 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	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Stornetta Livestock Services, Inc.

CONTRACTOR BUSINESS ADDRESS

4901 Gravenstein Highway North

CITY

Sebastopol

STATE

CA

ZIP

95472

PRINTED NAME OF PERSON SIGNING

Dawn Stornetta

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Stornetta Livestock Services, hereinafter referred to as Contractor, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with the services as described herein:
- B. Contractor shall provide management and data entry of all Livestock *ShoWorks* functions. Contractor shall be familiar with the District's exhibitor management software, *ShoWorks* and *Fairvault* and have the ability to maintain and create reports from the software.
- C. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Contractor shall provide services for seven (7) months from February through August, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exception of the month of May when weekends may be required. Contractor shall work onsite from June 7 through July 6 and intermittently thereafter as requested by the District.
- E. The Project Representatives for the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	Dawn Stornetta, Owner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	4901 Highway 116 North Sebastopol, California 95472
Phone:	(858) 755-1161 Ext. 4211	Phone:	(707) 217-5808
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:dlstornetta@gmail.com">dlstornetta@gmail.com</a>

Either the District or Contractor may change Project Representatives upon providing written notice to the other party at least ten (10) business days in advance. Said changes shall not require an Amendment to this Agreement.

**II. WORK TO BE PERFORMED**

**A. Project Management and Administration**

1. Contractor shall be responsible for the performance of tasks and for the preparation of deliverables as specified in this Exhibit. Contractor shall complete all tasks on time and adhere to the work schedule as outlined in this Exhibit.
2. Contractor shall provide data entry services for all aspects of livestock exhibits.
3. Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising and reviewing all work performed.

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

4. Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed on schedule, within budget and in accordance with approved procedures, applicable laws and regulation through Agreement term.
5. Contractor shall ensure Agreement requirements are met through completion of reports submitted to the District and through regular communication with the District. The 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.
6. Contractor shall provide all necessary equipment while working offsite at Contractor's own expense, including but not limited to computer, printer and internet connection.

**B. District Responsibilities**

1. District shall provide the Contractor with:
  - a. An email address to access and communicate information as well as provide remote access to enable Contractor to work offsite to facilitate Contractor's services under this Agreement.
  - b. Remote access to Livestock computer enabling access to District computer drives and *ShoWorks* program.
2. Lodging
  - a. District will provide lodging in the form of a trailer parked onsite in the stable area at no additional cost to Contractor.

**C. Tasks**

Contractor shall be responsible for completion of the following:

**1. Pre-Fair**

- a. Daily Entries
  - (1) Check each LIVE database and download entries
  - (2) Ensure all duplicate entries are removed
  - (3) Correct misspellings and grammar from entries
  - (4) Check *Fairvault*, as applicable
    - (a) Ensure uploaded images are completed correctly
    - (b) Ensure accuracy for images uploaded
    - (c) Contact exhibitors via email/phone, as needed
  - (5) Keep record of how many entries are submitted each day

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

- (6) Keep a portable document format (pdf)/pdf booklet of entries
- (7) Maintain knowledge of entry deadlines
  - (a) Be prepared to extend deadlines through *ShoWorks*, as directed by the District
- b. Daily Support
  - (1) Email and voicemail
    - (a) Check email/voicemail throughout the day for report requests from coordinators and staff
    - (b) Check email and voice messages from customers regarding *ShoWorks*
    - (c) Answer promptly and as accurately as possible
    - (d) Guide exhibitors through the entry process in *ShoWorks*
    - (e) Guide exhibitors through the upload process in *Fairvault*
  - (2) Update report templates as needed through *ShoWorks* and/or *ShoWorks Access Companion*
- c. Weekly Reports
  - (1) Create overall Division and Department reports as well as weekly entry reports
    - (a) Distribute to District Coordinator, Assistant Coordinator(s) and appropriate District staff via email
  - (2) Keep track of weekly downloads utilizing one (1) Microsoft Excel worksheet per contest and double check to ensure accuracy
- d. Staff Reports
  - (1) Create weekly (or daily if deemed necessary by District) updates of all data entry happenings/needs and send to District's Agriculture, Arts and Education Agriculture Programs Supervisor and Coordinators
- e. Monthly Report
  - (1) Create a backup of custom report templates by the first Wednesday of each month and make available to District personnel
  - (2) Check *ShoWorks* database two (2) times per week to ensure it is functioning properly
- f. Entry Delivery
  - (1) Become a subject matter expert of all entry delivery dates within two (2) weeks of contract commencement
  - (2) Determine and create support materials for each sub-department's entry delivery and check for accuracy
    - (a) Check-in sheets and/or labels utilizing *ShoWorks*/Excel/Word
    - (b) Assist District Coordinators with other requests and needs
    - (c) Assist exhibitors with any last-minute questions and/or issues
  - (3) Identify judging dates and/or any date changes for any and all contests
  - (4) Prepare support materials such as reports, spreadsheets and labels per District Coordinator and/or District staff request

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

- (a) Each department's needs will be different and some more complex than others
  - (b) Prioritize requests and communicate with District Coordinators as to when support will be provided
- (4) Input pre/tier one (1) judging results into each *ShoWorks* database, as appropriate, and ensure accuracy
  - (a) Request District staff assistance to double-check each result entered
  - (b) Ensure all *Fairvault* images, records and various information import correctly into *ShoWorks*
- g. Judging
  - (1) Check for entries for department and one-day contests and download exhibitor information, if necessary
  - (2) Print labels, judges' check-in sheets and other support materials, when applicable
  - (3) Input contest results into *ShoWorks/Fairvault* ensuring accuracy
  - (4) Create contest results reports in various formats for publishing online on the SDCF webpage as well as pdf formats to send to exhibitors, District Coordinators and staff

**2. During SDCF (June 11 through July 6, 2025)**

- a. Daily Support
  - (1) Respond to voicemails and emails from SDCF Exhibitors, District Coordinators and District staff
- b. Provide support for various departments, including physical assistance, if help is needed
  - (1) Create and print check-in sheets and labels, as needed
- c. Livestock Auction ("Auction")
  - (1) Discuss with Livestock Coordinator/Superintendent how Auction will function in *ShoWorks* prior to live auction.
  - (2) Assist with inputting Auction results live into *ShoWorks*
    - (a) Determine the type of sale that is taking place and the different methodologies used to input into the database. Identify the difference between Regular, Self-hauls, "Sell to Packers" and Donated sales, and how to handle each type.
- d. Check for accuracy
  - (1) Ensure Corona Cattle, Inc. (CCI) prices for cattle and other animals are correct
  - (2) Ensure paperwork and fees are collected from exhibitor on all scratched animals

**3. Post-Fair/Auction**

- a. Identify Division and Livestock winners of monetary awards

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

- (1) Create financial reports, save a copy in *ShoWorks* and distribute to District's Finance department
  - b. Work with District on payout
    - (1) Print both Premium (Open/Market) and Auction checks
    - (2) Coordinate with District's Finance Department in case of necessary voids, duplicates or discrepancies
    - (3) Create copies of checks and check roster
    - (4) Work with District's Assistant Coordinators on check distribution
  - c. Create final reports and send to District Coordinator, Agriculture Programs Supervisor and other appropriate personnel as determined by the District
  - d. Follow-Up
    - (1) Ensure all buyer payments for Junior Livestock Auction have been received by the District.
    - (2) Assist District with processing any and all refunds, as needed.
    - (3) Provide entry recommendations to the District for the 2026 Livestock Competition Guide and *ShoWorks* functions.
- C. Deliverables and Schedule

<b>Deliverable</b>	<b>Due Date</b>
Daily, Weekly, Monthly and Staff Reports	February 28, 2025
Daily, Weekly, Monthly and Staff Reports	March 31, 2025
Daily, Weekly, Monthly and Staff Reports	April 30, 2025
Daily, Weekly, Monthly and Staff Reports	May 30, 2025
Final Report	July 31, 2025

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-012

GL ACCOUNT NUMBER (If Applicable)

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

AllTech Imaging and Technologies, Inc.

2. The term of this Agreement is:

START DATE

February 10, 2025

THROUGH END DATE

February 9, 2029

3. The maximum amount of this Agreement is:

\$21,755.00

Twenty-One Thousand Seven Hundred Fifty-Five 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	3
Exhibit C	General Terms and Conditions	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

*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.)

AllTech Imaging and Technologies, Inc.

CONTRACTOR BUSINESS ADDRESS

PO Box 837,

CITY

El Cajon

STATE

CA

ZIP

92022

PRINTED NAME OF PERSON SIGNING

Steve Ferguson

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. AllTech Imaging and Technologies, Inc, hereinafter referred to as the Contractor, agrees to provide the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as the District, with services described herein:

Contractor shall provide preventative maintenance and repair service for large format printers/plotters located in the Sign Shop at the District.

- B. The contract term shall be for sixty (60) months. The contract is subject to annual evaluation and certification that Contractor has met all contract requirements.
- C. The services shall be performed at the District properties located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014 and 14550 El Camino Real, Del Mar, CA 92014.
- D. The Project Representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor: AllTech Imaging Technologies, Inc.
Name: Eric Olson, Sign Shop Manager	Name: Steve Ferguson, President
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: PO Box 837, El Cajon, CA 92022
Email: eolson@sdfair.com	Email: steve@alltechsd.com
Phone: (858) 755-1161 ext. 2420	Phone: (619) 456-9626

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

Contractor agrees to provide all qualified labor, materials/supplies, equipment/tools for maintenance and service of the following printers:

- One (1) Latex 360 (60")
  - One (1) HP design jet 1050C series (36")
  - One (1) HP design jet Z6200 Series (42")
  - One (1) HP design jet Z6200 Series (60")
- a. Preventative Maintenance Services: Contractor shall provide a minimum of **three (3)** maintenance services per year including, but not limited to, oil changes and cleaning services for **all** four machines listed above.
- b. Repair Services: The Contractor shall provide repair services, in addition to routine maintenance, for any issues that arise during the contract term. This includes, but is not limited to, paper jams, poor print quality, damaged ink cartridges or printheads, worn-out rollers, unusual noises, signs of physical damage to components, feeding mechanism issues, hardware malfunctions, error code troubleshooting, software-related problems, or any other printer-related issues.

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

- c. The services shall include providing **all** necessary parts and labor at a fixed price outlined in Exhibit B Budget Detail and Payment Provisions.
- d. Above-referenced fixed price service does not include repairs associated with water damage, natural disasters and/or damage from building electrical supply, network related issues, and relocation of the printers.
- e. The services shall be provided during normal business hours, in a professional and timely manner. Contractor shall respond promptly to service requests and ensure that repairs are completed in a timely manner including three-hour response time for emergencies and replacement printers during repair downtime, if necessary.
- f. Contractor documents may not have conditions that are counter to or in conflict with this Scope of Work. Where the terms of this Agreement or District/State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's documents or Contractor's documents, both parties agree that the terms set forth in District/State's documents shall supersede and take precedence over Contractor's documents or other Contractor's documents.
- g. Contractor will do all of the work in a professional manner to industry standards and to the satisfaction of the District Sign Shop Manager, or their designee. Failure or neglect on the part of the District or any of its authorized agents to reject bad or inferior work of the Contractor or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of Contractor's work; neither shall it be construed as barring the District at any subsequent time from recovery of damages or of such a sum of money as may be needed to repair all portions of Contractor's work in which fraud was practiced or improper application methods used whenever found.
- h. The Contractor shall be fully responsible for all acts and omissions of Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Agreement shall create any contractual relationship between the State and any Subcontractor, or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the District/State to pay or require the payment of any funds due any Subcontractor or other persons or organizations, except as may otherwise be required by law.
- i. Approval of the Contractor's insurance by the District/State shall not diminish or alter the extent to which the Contractor or any subcontractor(s) may be held responsible for payment of any and all damages resulting from its' operations.
- j. Contractor staff/personnel are to be uniformed in appropriate, professional attire at all times while on District property.
- k. Contractor agrees to dispose of all waste according to state and local laws and regulations.
- l. Contractor agrees to provide a written quote for approval by District Management, **prior** to the initiation of any **additional** services.



**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-015

GL ACCOUNT NUMBER (If Applicable)

GL Account #: 600100-30

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Fair-ly Decent Promotions

2. The term of this Agreement is:

START DATE

February 1, 2025

THROUGH END DATE

April 30, 2025

3. The maximum amount of this Agreement is:

\$3,500.00

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Fair-ly Decent Promotions

CONTRACTOR BUSINESS ADDRESS

4785 Niagara Ave

CITY

San Diego

STATE

CA

ZIP

92107

PRINTED NAME OF PERSON SIGNING

Payton Ryan

TITLE

Founder/Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Fair-ly Decent Promotions, hereinafter referred to as the Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide photography for the Community Banner Program prior to the 2025 San Diego County Fair (Fair).

- B. The services shall be performed at various locations in San Diego County, California, to be determined as cities/communities/business districts sign on to be involved in the Fair's Community Banner program.
- C. The services shall be provided between February 1 and April 30, 2025. It is estimated based on previous years' banner programs that there will be approximately 25 total photography sessions lasting approximately 1-2 hours each from set-up to tear-down. Photography schedule shall be coordinated by the District's Marketing Specialist and communicated in a timely manner to Contractor.
- D. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Fair-ly Decent Promotions
Name: Luis Valdivia, Marketing Specialist	Name: Payton Ryan, Owner/Founder
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 4785 Niagara Ave. San Diego, CA 92107
Phone: (858) 792-4227	Phone: (541) 815-1462
e-mail: <a href="mailto:lvaldivia@sdfair.com">lvaldivia@sdfair.com</a>	e-mail: <a href="mailto:payton@fairlydecentpromotions.com">payton@fairlydecentpromotions.com</a>

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

### 2. WORK TO BE PERFORMED:

- A. District will provide the Contractor with a photography session schedule that outlines the community location, date, time, number of participating subjects and any additional details a minimum of one week prior to the scheduled shoot date.
- B. Services outlined in this Agreement shall be provided at an all-inclusive hourly rate of \$65 per hour, total contract amount shall not exceed \$3,500.00. Rate shall include onsite set-up, shoot time, all associated post processing, transportation, and other incidental expenses.
- C. Photography services shall include digital image processing, file conversion, upload of high-resolution photos to Dropbox for viewing and download, without watermarks.

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

- D. Contractor shall ensure coverage includes photos that can be used for marketing purposes including, but not limited to, advertisements, websites, newsletters, billboards and media outreach.
- E. District reserves the right to use photos for marketing purposes without including photo credit notation. All images shall become the property of the District. District shall retain the rights to use images in perpetuity. District shall assume responsibility for District's usage of the images submitted by Contractor. Contractor shall supply images and full usage rights at no additional cost to the District.
- F. By the end of every photography session, the Contractor shall provide same-day editing of 3-5 "behind-the-scenes" photos to the District's Marketing Director for immediate use on social media.
- G. Contractor shall provide curated, color-collected, post-produced photos within fourteen days of the scheduled shoot date.
- H. District shall be responsible for coordinating and scheduling all photography sessions, including all communication between venues, participants and photographer.
- I. District shall have at least one staff member represented at each photo session and shall provide photography backdrop, props, and lights for photography sessions.
- J. District shall provide Contractor with Dropbox link for photo upload.



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

# Funding Contract 1

**Project:** 022-25-889896 - Del Mar Hacienda Room HVAC  
2260 Jimmy Durante Blvd  
Del Mar, California 92014  
Phone: 858-792-4285

## Funding - Hacienda Room HVAC

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	01/16/2025
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
		<b>CONTRACT DATE:</b>	01/17/2025
<b>ESTIMATED COMPLETION DATE:</b>	06/11/2025	<b>ACTUAL COMPLETION DATE:</b>	

### DESCRIPTION:

This Agreement made between the 22nd DAA Del Mar Fairgrounds ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

### ATTACHMENTS:

### TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the 22nd DAA Del Mar Fairgrounds ("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 Funding Agreement 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 / MOU between the parties 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. The total estimated project cost is **Ninety Thousand and 00/100 (\$90,000.00)**, 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. Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. Project Budget Funds. The 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 Agreement and CCA policy.  
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.
7. Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



# Funding Contract 1

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. 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 Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

**SCOPE OF WORK:** Upon receipt of signed Funding Agreement, CCA will perform the following services and work:

1.
  1. CCA will obtain any required Fire Marshal permit.
  2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
  3. CCA will inspect the work.
  4. CCA will provide project management and administration services associated with the construction process.

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

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$70,000.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$0.00
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$0.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$350.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$7,000.00
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$0.00
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$1,400.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$700.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$4,900.00
10	01-150.4. CON Equipment/Materials/Supplies	Special Purchasing	\$0.00
11	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$0.00
12	01-200-10.2. CD Professional Services (4%)	Architect	\$0.00
13	01-200-10.3. BD Professional Services (0.5%)	Architect	\$0.00
14	01-200-10.4. CON Professional Services (2%)	Architect	\$0.00
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	\$350.00



# Funding Contract 1

#	Budget Code	Description	Amount
17	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$3,525.00
18	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$0.00
19	01-240-10.1. DD Travel (.5%)	Travel	\$0.00
20	01-240-10.2. CD Travel (.5%)	Travel	\$0.00
21	01-240-10.3. BD Travel (.5%)	Travel	\$350.00
22	01-240-10.4. CON Travel (1%)	Travel	\$900.00
23	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$0.00
24	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$175.00
25	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$175.00
26	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$175.00
Grand Total:			\$90,000.00

Initial DS  
BM km

**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:  
  
89DEC11CC20A4FB...  
**SIGNATURE**

1/24/2025

**DATE**

Signed by:  
  
7B767D53C12A4EC...  
**SIGNATURE**

1/24/2025

**DATE**

DocuSigned by:  
  
F77C2778134947C...  
**SIGNATURE**

1/28/2025

**DATE**



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

# Funding Contract 1

**Project:** 022-25-889934 - Del Mar Exhibit Hall Transformer  
2260 Jimmy Durante Blvd  
Del Mar, California 92014  
Phone: 858-792-4285

## Funding - Exhibit Hall Transformer

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	01/15/2025
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
		<b>CONTRACT DATE:</b>	01/23/2025
<b>ESTIMATED COMPLETION DATE:</b>	06/11/2025	<b>ACTUAL COMPLETION DATE:</b>	

### DESCRIPTION:

This Agreement made between the 22nd DAA Del Mar Fairgrounds ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

### ATTACHMENTS:

### TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the 22nd DAA Del Mar Fairgrounds ("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 Funding Agreement 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 / MOU between the parties 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. The total estimated project cost is **THREE HUNDRED THOUSAND and 00/100 (\$300,000.00)**, 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. Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. Project Budget Funds. The 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 Agreement and CCA policy.  
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.
7. Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-





# Funding Contract 1

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. 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 Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

**SCOPE OF WORK:** Upon receipt of signed Funding Agreement, CCA will perform the following services and work:

1.
  1. CCA will obtain any required Fire Marshal permit.
  2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
  3. CCA will inspect the work.
  4. CCA will provide project management and administration services associated with the construction process.

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

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$230,000.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$2,300.00
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$2,300.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$1,150.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$23,000.00
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$4,600.00
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$4,600.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$2,300.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$16,100.00
10	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$2,000.00
11	01-200-10.2. CD Professional Services (4%)	Architect	\$2,000.00
12	01-200-10.3. BD Professional Services (0.5%)	Architect	\$1,150.00
13	01-200-10.4. CON Professional Services (2%)	Architect	\$1,000.00
14	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$1,150.00
15	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$2,450.00
16	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$2,400.00





Funding Contract 1

#	Budget Code	Description	Amount
17	01-240-10.1. DD Travel (.5%)	Travel	\$200.00
18	01-240-10.2. CD Travel (.5%)	Travel	\$200.00
19	01-240-10.3. BD Travel (.5%)	Travel	\$200.00
20	01-240-10.4. CON Travel (1%)	Travel	\$400.00
21	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$100.00
22	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$100.00
23	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$200.00
24	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$100.00
Grand Total:			\$300,000.00

Initial

DS

BM

km

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:

89DEC11CC20A4FB...

SIGNATURE

2/20/2025

DATE

Signed by:

Carlene F. Moon

7B767D53C12A4EC...

SIGNATURE

/20/2025

DATE

DocuSigned by:

F77C2778134947C...

SIGNATURE

2/25/2025

DATE



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

# Funding Contract 022-25-889938-01

**Project:** 022-25-889938 - Del Mar Mission Tower HVAC  
2260 Jimmy Durante Blvd  
Del Mar, California 92014  
Phone: 858-792-4285

## Funding - Mission Tower HVAC

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	01/15/2025
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
		<b>CONTRACT DATE:</b>	01/23/2025
<b>ESTIMATED COMPLETION DATE:</b>	06/11/2025	<b>ACTUAL COMPLETION DATE:</b>	

### DESCRIPTION:

This Agreement made between the 22nd DAA Del Mar Fairgrounds ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

### ATTACHMENTS:

### TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the 22nd DAA Del Mar Fairgrounds ("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 Funding Agreement 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 / MOU between the parties 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. The total estimated project cost is **TWO HUNDRED TEN THOUSAND and 00/100 (\$210,000.00)**, 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.
- Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
- Project Budget Funds. The 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 Agreement and CCA policy.  
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.
- Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



# Funding Contract 022-25-889938-01

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. 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 Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

**SCOPE OF WORK:** Upon receipt of signed Funding Agreement, CCA will perform the following services and work:

1.
  1. CCA will obtain any required Fire Marshal permit.
  2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
  3. CCA will inspect the work.
  4. CCA will provide project management and administration services associated with the construction process.

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

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$154,000.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$1,540.00
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$1,540.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$770.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$15,400.00
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$3,080.00
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$3,080.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$1,540.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$10,780.00
10	01-150.4. CON Equipment/Materials/Supplies	Special Purchasing	\$0.00
11	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$4,585.00
12	01-200-10.2. CD Professional Services (4%)	Architect	\$4,790.00
13	01-200-10.3. BD Professional Services (0.5%)	Architect	\$740.00
14	01-200-10.4. CON Professional Services (2%)	Architect	\$0.00
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	\$770.00



# Funding Contract 022-25-889938-01

#	Budget Code	Description	Amount
17	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$4,200.00
18	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$2,400.00
19	01-240-10.1. DD Travel (.5%)	Travel	\$0.00
20	01-240-10.2. CD Travel (.5%)	Travel	\$0.00
21	01-240-10.3. BD Travel (.5%)	Travel	\$0.00
22	01-240-10.4. CON Travel (1%)	Travel	\$400.00
23	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$385.00
24	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$0.00
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	\$0.00
Grand Total:			\$210,000.00

Initial DS  
BM km

**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:  
  
89DEC11CC20A4FB...  
**SIGNATURE** **DATE** 2/13/2025

Signed by:  
Carlene F. Moore 2/13/2025  
7B767D53C12A4EC...  
**SIGNATURE** **DATE**

DocuSigned by:  
  
F77C2778134947C...  
**SIGNATURE** **DATE** 2/14/2025



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

# Funding Contract 1

**Project:** 022-25-891285 - Del Mar Surfside Mechanical Roof  
2260 Jimmy Durante Blvd  
Del Mar, California 92014  
Phone: 858-792-4285

## Funding - Surfside Mechanical Roof

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	01/17/2025
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
		<b>CONTRACT DATE:</b>	01/23/2025
<b>ESTIMATED COMPLETION DATE:</b>	06/11/2025	<b>ACTUAL COMPLETION DATE:</b>	

### DESCRIPTION:

This Agreement made between the 22nd DAA Del Mar Fairgrounds ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

### ATTACHMENTS:

### TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the 22nd DAA Del Mar Fairgrounds ("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 Funding Agreement 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 / MOU between the parties 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. The total estimated project cost is **TWO HUNDRED TEN THOUSAND and 00/100 (\$210,000.00)**, 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. Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. Project Budget Funds. The 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 Agreement and CCA policy.  
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.
7. Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



# Funding Contract 1

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. 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 Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

**SCOPE OF WORK:** Upon receipt of signed Funding Agreement, CCA will perform the following services and work:

1.
  1. CCA will obtain any required Fire Marshal permit.
  2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
  3. CCA will inspect the work.
  4. CCA will provide project management and administration services associated with the construction process.

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

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$150,000.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$1,500.00
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$1,500.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$750.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$15,000.00
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$3,000.00
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$3,000.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$1,500.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$10,500.00
10	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$6,000.00
11	01-200-10.2. CD Professional Services (4%)	Architect	\$4,000.00
12	01-200-10.3. BD Professional Services (0.5%)	Architect	\$750.00
13	01-200-10.4. CON Professional Services (2%)	Architect	\$1,000.00
14	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$750.00
15	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$3,000.00
16	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$3,000.00



# Funding Contract 1

#	Budget Code	Description	Amount
17	01-240-10.1. DD Travel (.5%)	Travel	\$750.00
18	01-240-10.2. CD Travel (.5%)	Travel	\$750.00
19	01-240-10.3. BD Travel (.5%)	Travel	\$550.00
20	01-240-10.4. CON Travel (1%)	Travel	\$1,500.00
21	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$100.00
22	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$375.00
23	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$375.00
24	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$350.00
Grand Total:			\$210,000.00

Initial DS  
BM km

**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

2/21/2025

DATE

Signed by:

SIGNATURE

2/18/2025

DATE

DocuSigned by:

SIGNATURE

2/25/2025

DATE





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

# Funding Contract 022-25-889942-01

**Project:** 022-25-889942 - Del Mar Sound Boiler Replacement  
2260 Jimmy Durante Blvd  
Del Mar, California 92014  
Phone: 858-792-4285

## Funding - The Sound Boiler Replacement

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	01/15/2025
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
		<b>CONTRACT DATE:</b>	01/15/2025
<b>ESTIMATED COMPLETION DATE:</b>	06/11/2025	<b>ACTUAL COMPLETION DATE:</b>	

### DESCRIPTION:

This Agreement made between the 22nd DAA Del Mar Fairgrounds ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

### ATTACHMENTS:

### TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the 22nd DAA Del Mar Fairgrounds ("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 Funding Agreement 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 / MOU between the parties 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. The total estimated project cost is **One Hundred Thirty Seven Thousand Nine Hundred Forty-Two and 50/100 (\$137,942.50)**, 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. Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. Project Budget Funds. The 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 Agreement and CCA policy.  
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.
7. Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project





# Funding Contract 022-25-889942-01

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.

8. **Third Parties.** 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 Agreement. 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 Agreement, 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.
9. **Disputes.** Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

**SCOPE OF WORK:** Upon receipt of signed Funding Agreement, CCA will perform the following services and work:

1.
  1. CCA will obtain any required Fire Marshal permit.
  2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
  3. CCA will inspect the work.
  4. CCA will provide project management and administration services associated with the construction process.

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

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$109,000.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$0.00
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$0.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$545.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$10,900.00
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$0.00
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$500.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$1,090.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$7,000.00
10	01-150.4. CON Equipment/Materials/Supplies	Special Purchasing	\$0.00
11	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$0.00
12	01-200-10.2. CD Professional Services (4%)	Architect	\$0.00
13	01-200-10.3. BD Professional Services (0.5%)	Architect	\$0.00
14	01-200-10.4. CON Professional Services (2%)	Architect	\$0.00
15	01-200-20.1. DD Professional Services - Engineering (4%)	Engineer	\$0.00



# Funding Contract 022-25-889942-01

#	Budget Code	Description	Amount
16	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$545.00
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	\$0.00
19	01-240-10.1. DD Travel (.5%)	Travel	\$0.00
20	01-240-10.2. CD Travel (.5%)	Travel	\$0.00
21	01-240-10.3. BD Travel (.5%)	Travel	\$545.00
22	01-240-10.4. CON Travel (1%)	Travel	\$1,000.00
23	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$0.00
24	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$272.50
25	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$272.50
26	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$272.50
Grand Total:			\$137,942.50

Initial DS  
BM km

**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:  
  
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1/21/2025  
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1/23/2025  
SIGNATURE DATE

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1200

GL ACCOUNT NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

San Diego Fine Woodworkers Association

2. The term of this Agreement is:

START DATE

March 7, 2025

THROUGH END DATE

July 11, 2025

3. The maximum amount of this Agreement is:

\$0.00

Zero Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 4
Exhibit B	Budget Detail and Payment Provisions	N/A
Exhibit C	General Terms and Conditions (April 2017)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

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.)

San Diego Fine Woodworkers Association

CONTRACTOR BUSINESS ADDRESS

5360 Eastgate Mall, Suite E

CITY

San Diego

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

Gary Anderson

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**A. SERVICES OVERVIEW**

1. San Diego Fine Woodworkers Association, hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, the production of the Design in Wood Show, hereinafter referred to as “DIW Exhibition” at the 2025 San Diego County Fair.
2. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014 during all exhibit building operating hours of the San Diego County Fair (SDCF).
3. SDCF exhibit building operating hours shall be Wednesday through Sunday, June 11 through July 6, 2025, from 11:00 a.m. to 10:00 p.m.
4. The project representatives during the term of this Agreement will be:

<b>District</b>	<b>Contractor</b>
Name: Mike Hogan, Supervisor	Name: Gary Anderson, President
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 5360 Eastgate Mall, Suite E San Diego, California 92121
Phone: (858) 755-1161 Ext. 2423	Phone: (858) 230-7593
Email: mhogan@sdfair.com	Email: president@sdfwa.org

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 BY CONTRACTOR**

1. In coordination with the District, Contractor shall appoint the DIW Exhibition Coordinator as the Chairman of Premier Events for Contractor and utilize Chairman’s services as a direct liaison with the District.
2. Contractor shall provide members as potential volunteers to assist in the set-up and teardown of the DIW Exhibition display.
3. Contractor shall provide a current and valid Certificate of Insurance showing proof of Commercial General Liability with minimum limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate naming the District as additional insured per Exhibit F.
4. As Chairman of Premier Events for Contractor, the DIW Exhibition Coordinator will also be a liaison to other woodworking associations including the following:
  - a. Scroll Saw Guilds, Carvers, Turners, Clockmakers, Musical Instrument Makers, Model Builders, etc.
  - b. Encourage entry participation and to provide demonstrations during the SDCF, within the DIW Exhibit.

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

5. Contractor shall order and provide lunch to support the volunteers and staff during set-up and teardown of the DIW Exhibition, at no cost to the District.
6. Contractor shall provide funds to support drinks and snacks for demonstrators, volunteers and staff during the SDCF.
7. Contractor shall provide funds to support the Contractor's Chairs for Charity Project, "19<sup>th</sup> Century Cabinet Shop" located within the DIW Exhibition.
8. Contractor shall provide funds and resources for upgrades and minor ongoing maintenance and repair of DIW Exhibition display equipment.
9. Contractor shall provide or make available members entering the DIW Exhibition certain special awards and prizes as approved by Contractor's Board of Directors. Contractor assumes no responsibility for awards provided by anyone other than the Contractor.
10. In conjunction with the District, Contractor shall promote the DIW Exhibition as the "largest and best gallery show of its kind" to assist in securing an increase in entries and exhibitors. Promotion shall be done via the following channels:
  - a. National Publications (Pay for Advertisements)
  - b. Electronic Media
  - c. Other Woodworking Organizations and Shows
11. Contractor shall make recommendations of judges for jurying of entries, as necessary, to increase and maintain the high quality of the show.
12. Contractor shall provide photographer, and cover the expense of any equipment rental, to photograph the DIW Exhibition. Photos shall be provided to District sponsors and donors for publication as well as posted on Contractor and District websites. District shall own the rights to all photos provided for this purpose.
13. Contractor agrees to share the cost with the District for DIW Exhibition judges. The cost shall be split at fifty percent (50%) for the Contractor and fifty percent (50%) for the District. District shall pay full cost directly to each judge and Contractor shall reimburse split cost to the District.

**C. WORK TO BE PERFORMED BY DISTRICT**

1. District shall hire DIW Exhibition Coordinator, Assistant Coordinator and Exhibit Attendants at the sole expense of the District.
  - a. District's Coordinator is responsible for overseeing the execution of duties and shall report to the District's Supervisor, Mike Hogan.
  - b. District's Exhibit Attendants shall report to the Coordinator.

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

- c. District's Coordinator shall provide, in March, a list of proposed employees for hire to the District's Director of Agriculture, Arts and Education.
  - d. District shall commission Joe Sobkowiak as Assistant Coordinator and Jim Strawn as Coordinator.
2. District shall provide clerical assistance, as needed, to support the Coordinator during the year.
3. Should the District's budget allow, the District shall provide funds for the upgrade and repair of displays and equipment with prior approval from the Director of Agriculture, Arts and Education.
4. District shall establish the conditions of entry, including but not limited to the following:
  - a. Competition will be conducted in accordance with all State and Local laws and rules.
  - b. Competition shall be open to all woodworkers over the age of 18, National and International.
  - c. Compile and produce Entry Brochure.
  - d. District's Coordinator shall establish division and class categories, entry deadlines and important dates under supervision of the Director of Agriculture, Arts and Education.
  - e. District shall provide premium money and award ribbons for each class. District is not responsible for awards offered by the Contractor or other sponsors.
5. District shall generate contracts and payment for qualified judges.
  - a. Judging will be held in accordance with State and Local Rules under the supervision of the DIW Exhibition Coordinator.
6. District's Coordinator is responsible for promotion and outreach for the solicitation of DIW Exhibition entries as well as promotion of the DIW Exhibition.
7. District's Coordinator shall secure National sponsorships in the form of prize money and major awards.
8. District shall provide a location for the DIW Exhibition, currently located in Mission Tower, North End.
9. District will provide secure annual storage for the equipment needed to support the DIW Exhibition.
  - a. Items included in storage shall include display cases, platforms, glass, shadow boxes and storage boxes.
  - b. Contractor agrees that the District shall use its best efforts in providing storage in just one location, such as one (1) or more trailers in close proximity to each other.

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

10. District shall provide security for the DIW Exhibition for the following instances:
  - a. Set-up
  - b. Teardown
  - c. Upon securing the building and after the Coordinator and staff have vacated the building for the day.
11. District shall provide signage for the DIW Exhibition.
12. District shall provide set-up and exhibit repairs to include the following:
  - a. Paint and supplies, as necessary
  - b. Secured staging area adjacent to Mission Tower building where equipment and materials may be prepared for the DIW Exhibition. This includes minor repairs and painting of pedestals, walls and platforms. Contractor acknowledges that all touch-up work and repairs must take place outside of the Mission Tower building where there is no carpet to soil.
13. District shall ensure that all materials currently in storage (platforms, shadow boxes, coffin boxes, display cases, pedestals, Plexiglas covers, panels and lumber) will be delivered to Mission Tower building, North End, on the date specified by the Coordinator. District shall provide a scissor lift with extended bed for set-up and teardown to Mission Tower by 8:00 a.m. on the date specified by the Coordinator.
14. District shall produce, print and pay for the DIW Exhibition catalog.
15. District shall provide grant opportunities for Contractor to help procure funds to continue to upgrade display cases, as needed.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1202

GL ACCOUNT NUMBER (If Applicable)

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Get Fresh Communications, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2025

THROUGH END DATE

July 6, 2025

3. The maximum amount of this Agreement is:

\$20,000.00

Twenty Thousand Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (April 2017)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

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.)

Get Fresh Communications, Inc.

CONTRACTOR BUSINESS ADDRESS

11230 Gold Express Drive, Suite 310-171

CITY

Gold River

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

Michael Marks

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1



**EXHIBIT A  
SCOPE OF WORK**

Get Fresh Communications, Inc.  
Agreement Number: 25-1202  
Page 1 of 22

**A. SERVICES OVERVIEW**

1. Get Fresh Communications, Inc., hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, with services provided herein.
2. Contractor shall emcee food events and provide fresh produce demonstrations daily.
3. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
4. The project representatives during the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Michael Marks, Chief Executive Officer
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	11230 Gold Express Drive, Suite 310-171 Gold River, California 95670
Phone:	(858) 792-4247	Phone:	(916) 825-5657
Email:	<a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	Email:	<a href="mailto:yym2000@pacbell.net">yym2000@pacbell.net</a>

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 BY CONTRACTOR**

1. Contractor shall be onsite each day of the San Diego County Fair (SDCF), June 11 through July 6, 2025, during operating hours of the Farm 2 U culinary demonstration stage.
  - a. Contractor shall emcee all events and demonstrations in the Farm 2 U Building, for the Agriculture, Arts and Education department.
    - i. Stage programming begins each day at 11:00 a.m. and ends at 7:00 p.m.
  - b. Contractor shall provide daily fresh produce demonstrations on stage in the Farm 2 U Building.
    - i. Contractor shall provide a list of vegetables required for produce demonstrations to the District, a minimum of one (1) week prior to each demonstration.
2. Contractor shall perform daily talks geared towards children up to eighteen (18) years of age, in the Farm 2 U Building, at a location designated by the District.
3. Contractor shall assist District in securing produce vendors, as needed.
4. Contractor shall work with the District’s Marketing Department to promote the Farm 2 U demonstration stage programming.

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

Get Fresh Communications, Inc.  
Agreement Number: 25-1202  
Page 2 of 22

5. Contractor shall arrange travel and lodging at no additional cost to the District.
6. Contractor shall be required to attend meetings, at a time agreed upon by District and Contractor, prior to the start of the SDCF.
  - a. Meetings shall be held via conference call, Microsoft Teams or similar.
  - b. Meetings will be used for reviewing educational goals and for planning purposes for the 2025 SDCF.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1204

GL ACCOUNT NUMBER (If Applicable)

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

San Diego Garden Railway

2. The term of this Agreement is:

START DATE

February 20, 2025

THROUGH END DATE

July 11, 2025

3. The maximum amount of this Agreement is:

\$8,000.00

Eight Thousand Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (April 2017)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

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.)

San Diego Garden Railway

CONTRACTOR BUSINESS ADDRESS

4320 Viewridge Avenue, Suite C

CITY

San Diego

STATE

CA

ZIP

92123

PRINTED NAME OF PERSON SIGNING

Chuck Klein

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

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

San Diego Garden Railway Society  
Agreement Number: 25-1204  
Page 1 of 22

**1. SERVICES OVERVIEW**

- A. San Diego Garden Railway Society, hereinafter referred to as “Contractor”, shall install, staff and maintain a model railway exhibit at the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, for the 2025 San Diego County Fair.
- B. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- C. The Project Representatives for the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Chuck Klein, President
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	4320 Viewridge Avenue, Suite C San Diego, California 92123
Phone:	(858) 792-4247	Phone:	(619) 867-3441
Email:	<a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	Email:	<a href="mailto:ckleinphd@gmail.com">ckleinphd@gmail.com</a>

Parties may change Project Representative upon providing written notice to the other party at least ten (10) business days in advance. Said changes shall not require an Amendment to this Agreement.

**2. WORK TO BE PERFORMED**

- A. Contractor shall install, staff and maintain a model railway exhibit at the 2025 San Diego County Fair (SDCF), from June 11 through July 6, 2025.
- 1) Contractor shall submit a design concept to the District for approval no later than March 31, 2025.
- 2) District approved model railway exhibit shall be installed in a pre-determined 32-foot by 50-foot space inside the Garden Show, with public access on three (3) sides of the exhibit space.
- 3) Model railway exhibit shall be installed and operational no later than June 8, 2025.
- a. Contractor agrees that District shall have the final approval on model railway exhibit.
- b. Contractor to comply with any District initiated revision requests within twelve (12) hours of such request.
- B. Contractor is authorized to sell performance related materials that are pre-approved by the District.
- C. Contractor shall assist in the installation, maintenance and operation of a District-owned model train exhibit in the “Farm 2 U” exhibit.

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

San Diego Garden Railway Society  
Agreement Number: 25-1204  
Page 2 of 22

- 1) Contractor shall assist District staff with the installation of model train exhibit ensuring exhibit is fully functional and operational no later than June 8, 2025.
  - 2) Contractor shall assist District with any and all required maintenance of the model train exhibits during the 2025 SDCF.
- D. Contractor staff and/or volunteers shall maintain a professional appearance at all times and wear Contractor provided uniform or badge to identify the individual as a representative of the Contractor.

**3. DISTRICT OVERSIGHT**

- A. District shall provide soil, block and a 32-foot by 50-foot exhibit space with public access on three (3) sides for model train exhibit.
- B. District shall allow pre-approved items to be sold by Contractor. Contractor shall be entitled to all proceeds from sale.
- C. District shall provide necessary badges and credentials to the Contractor.
  - 1) Contractor shall provide staffing list to District no later than June 8, 2025, for the entire run of the SDCF.
  - 2) District shall issue parking and admissions credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1205

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 / Del Mar Fairgrounds

CONTRACTOR NAME

KM Creative Solutions

2. The term of this Agreement is:

START DATE

March 15, 2025

THROUGH END DATE

July 31, 2025

3. The maximum amount of this Agreement is:

\$45,950.00

Forty-Five Thousand Nine Hundred Fifty Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 3
Exhibit B	Budget Detail and Payment Provisions	4 – 6
Exhibit C	General Terms and Conditions (April 2017)	7 – 10
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	11 – 14
Exhibit E	Special Terms & Conditions	15 – 19
Exhibit F	Preventing Storm Water Pollution	20

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.)

KM Creative Solutions

CONTRACTOR BUSINESS ADDRESS

3964 South Mission Road

CITY

Fallbrook

STATE

CA

ZIP

92028

PRINTED NAME OF PERSON SIGNING

Karla K. Majewski

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

KM Creative Solutions  
Agreement Number: 25-1205  
Page 1 of 20

**1. SERVICES OVERVIEW**

- A. KM Creative Solutions, hereinafter referred to as “Contractor”, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, with services as described herein.
- B. Contractor shall provide animal husbandry and pet stage curator services to the District for the 2025 San Diego County Fair.
- C. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Contractor acknowledges that services may include long, irregular hours, and be provided outside of regular business hours, as agreed upon by Contractor and District.
- E. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>KM Creative Solutions</b>	
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	Karla K. Majewski
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	3946 South Mission Road Fallbrook, California 92028
Phone:	(858) 755-1161 Ext. 4211	Phone:	(760) 500-1204
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:1kmbrook@gmail.com">1kmbrook@gmail.com</a>

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. Contractor shall be responsible for the performance of tasks and preparation of deliverables, as specified in this Exhibit A.
- B. Contractor shall create educational animal exhibits and presentations for the 2025 San Diego County Fair (SDCF).
  - 1. Contractor shall produce a comprehensive animal inventory for the Theme Building, to include livestock, mammals and exotic pets.
    - a. Document all animals in the event.
    - b. Maintain records of species, health status and special care requirements.
  - 2. Contractor shall train District staff on animal care standards.
    - a. Develop and implement training programs.
    - b. Ensure compliance with regulatory and ethical guidelines.
    - c. Provide manuals and resources for ongoing reference.

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

3. Contractor shall coordinate presentations and displays.
  - a. Organize all dates, times and locations at the District.
  - b. Schedule all presentations and performances.
  - c. Ensure precise coordination with performers and exhibitors for timely transitions.
4. Contractor shall coordinate the transportation of all animals, props and materials, ensuring safe and timely arrival.
  - a. Manage the set-up and teardown of animal display sites.
  - b. Ensure all equipment and housing meets the utmost safety standards for both the animals and the public.
5. Contractor shall act as a liaison between the District and District partners ensuring all partners understand District requirements and expectations.
  - a. Communicate all requirements and guidelines for animals brought onto District property.
  - b. Provide detailed briefings regarding onsite procedures and protocols.
6. Contractor shall monitor the health of all animals brought onto District property for the Pet Stage and Theme building.
  - a. Regularly assess animal health and behavior and identify animals in need of care.
  - b. Collaborate with veterinary staff for any and all necessary interventions.
  - c. Implement preventative care measures and emergency protocols.
7. Contractor shall design safe habitats for animals on exhibit at the District.
  - a. Ensure displays are engaging and educational for the public.
  - b. Incorporate species specific enrichment activities.
8. Contractor shall be onsite for operational support from June 11 through July 6, 2025 as agreed upon by Contractor and District.
  - a. On-site each operating day to address any and all issues and concerns from the District or the public.
  - b. Guide District staff on animal safety, animal behavior and enrichment for all animals on exhibit to the public.
  - c. Make recommendations, as needed, for the needs of individual species.

**C. Tasks**

1. Contractor shall complete and deliver an animal inventory report of all animals in the exhibit.
2. Contractor shall develop training manuals, presentations and resources for District staff training.
3. Contractor shall create detailed timelines for all presentations and activities.



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

KM Creative Solutions  
Agreement Number: 25-1205  
Page 3 of 20

4. Contractor shall develop a logistics plan for the transportation, set-up and teardown of all exhibits and performances.
5. Contractor shall develop health and safety protocols, outlining procedures for animal care, emergency response and District staff safety.
6. Contractor shall provide daily briefings to update District management on event progress and any and all issues.
7. Contractor shall assist in the installation of exhibits and stages, staff training and the final health checks of animals prior to the start of the SDCF.
8. Contractor shall be onsite for operational support, as agreed upon by District and Contractor.
9. Contractor shall assist with teardown of the SDCF, debriefing and final reporting.

**D. Deliverables**

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
C.1.	Animal Inventory Report	April 15, 2025
C.2.	Training Materials	May 15, 2025
C.3.	Event Schedule	May 15, 2025
C.4.	Logistics Plan	May 15, 2025
C.5.	Health and Safety Protocols	May 31, 2025
C.6.	Daily Briefings	On-Going
C.7.	SDCF Set-Up	June 10, 2025
C.8.	On-Site Presence (Wednesdays - Sundays)	June 11 – July 6, 2025
C.9.	SDCF Clean-Up and Reporting	July 10, 2025

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1206

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 / Del Mar Fairgrounds

CONTRACTOR NAME

Kathy Wadham

2. The term of this Agreement is:

START DATE

March 15, 2025

THROUGH END DATE

September 15, 2025

3. The maximum amount of this Agreement is:

\$49,500.00

Forty-Nine Thousand Five Hundred Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 3
Exhibit B	Budget Detail and Payment Provisions	4 – 6
Exhibit C	General Terms and Conditions (April 2017)	7 – 10
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	11 – 14
Exhibit E	Special Terms & Conditions	15 – 19
Exhibit F	Preventing Storm Water Pollution	20

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 Verne

STATE

CA

ZIP

91750

PRINTED NAME OF PERSON SIGNING

Kathy Wadham

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

Kathy Wadham  
Agreement Number: 25-1206  
Page 1 of 20

**1. SERVICES OVERVIEW**

- A. Kathy Wadham, hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, creative consulting, design and execution responsibilities for the District’s Farm hereinafter referred to as “Farm” and the agriculture theme exhibit, “Farm 2U”.
- B. Contractor shall assist with design elements that enhance the story of the exhibit, “Farm 2U” and assist in making the exhibit cohesive, engaging and interactive.
- A. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. Services shall be performed Monday through Friday, March through September, with the understanding that Saturdays and Sundays may be required May through July.
- B. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
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:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:kathywadham4@gmail.com">kathywadham4@gmail.com</a>

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. Project Management and Administration
1. Contractor shall be responsible for the completion of tasks and deliverables as specified in this Exhibit A.
  2. 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**

Kathy Wadham  
Agreement Number: 25-1206  
Page 2 of 20

**B. Tasks**

1. Contractor shall meet with District for 2026 Plant Grow Eat (PGE) programming development via Microsoft Teams and create and submit proposed list of all PGE projects.
2. 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.
3. Contractor shall collaborate with the Farm Coordinator, graphic designer and Agriculture Supervisor to create cohesive designs for signage for each of the Farm areas. Signs must be educational and entertaining in appearance for the public.
4. 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.
5. Contractor shall schedule three (3) to four (4) activities per day such as contests or crafts at the Farm.
6. Contractor shall be a resource for staff and provide guidance to District employees to execute all designed and/or planned areas in the Farm and those identified in the Farm 2U exhibit.
7. 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 itemize these purchases separately and include proof of purchase receipt(s) in order to receive payment.
8. Contractor shall provide input and consultation on building layout, overall design and planning for the Farm 2U exhibit, including working with staff and providing guidance as needed.
9. Contractor agrees to provide input, design and instruction to contractors for exhibit installation, collaboration and placement of décor, and make recommendations on exhibit components.
10. Contractor shall be onsite at the Farm each Wednesday through Sunday of the 2025 San Diego County Fair, June 11 through July 6, 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.
11. Contractor shall assist District with clean-up in July, upon completion of the 2025 San Diego County Fair.

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

Kathy Wadham  
Agreement Number: 25-1206  
Page 3 of 20

12. Contractor agrees to meet biweekly for Farm 2U building development via Microsoft Teams, March through May and create and submit list of proposed exhibit concepts, décor, color pallets and educational concepts for 2026.
13. Contractor shall meet with District once per month, July through September, for 2026 Farm programming development via Microsoft Teams and create and submit list of all Farm proposed projects.

C. Deliverables

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.	Submit List of 2026 PGE Projects	March 31, 2025
2.	Layout	March 31, 2025
3.	Signage Designs	April 1, 2025
4.	Schedule Demonstrators and Shows	April 15, 2025
5.	Schedule Activities	April 15, 2025
6.	Guidance and Direction	On-Going
7.	Acquire Materials for Use in Exhibits	On-Going
8. – 9.	Consultation and Instruction on Set-Up	May 1 – June 10, 2025
10.	Presence at Farm (Wednesdays - Sundays)	June 11 - July 6, 2025
11.	Fair Clean-Up	July 7 – July 31, 2025
12.	Submit List of 2026 Theme Related Concepts	September 15, 2025
13.	Submit List of 2026 Farm Proposed Projects	September 15, 2025