



## **NOTICE OF MEETING**

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

April 8, 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 ensure 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

April 8, 2025 at 1:30 p.m.

1. **CALL TO ORDER** – PRESIDENT FREDERICK SCHENK  
All matters noticed on this agenda, in any category, **may be considered for action as listed**. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board 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 1:45 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 – March 11, 2025](#) 6-9
  - [Minutes, Regular Meeting – March 24, 2025](#) 10-11
  - [Contract Awards & Approvals](#) 107-108
    - [Standard Agreements from Competitive Solicitation](#) 109-128
      - [25-002](#) Crowd Management and Security; [25-003](#) Bicycle Patrol Services
      - [Standard Agreements Exercising Option Years](#) 129-134
        - [23-034 AM2](#) Community Street Banner Printing; [23-036 AM2](#) Community Street Banner Installation
      - [Standard Agreements Exempt from Competitive Solicitation](#) 135-144
        - [25-008](#) American Sign Language Interpretation; [25-023](#) Fairgrounds 2050 Community Survey Development and Deployment
      - [Sole Source Standard Agreements](#) 145-148
        - [25-020](#) Grandstand Fire Watch Patrol
      - [Operator Agreements Exempt from Competitive Solicitation](#) 149
        - [22-902 AM1](#) ATM Services
      - [Sponsorship Agreements](#) 150-154
        - [SPO-25-008](#) Northgate Gonzalez, 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 12-23
- **2024 Statement of Operations Report** submitted to California Department of Food and Agriculture [Information Item] 24-35
  - 1. **Consideration and vote on whether to (a) approve the District's 2025 insurance policies renewals, or (b) delegate authority to Director Gelfand to review, select, and procure insurance policies for 2025 and to report back on those selections to the District's Board of Directors at the May 2025 Board meeting** [Action Item] 36-42
  - 2. **Consideration and vote on whether to provide statutory consent for the operation of a minisatellite wagering site** [Action Item] 43-49
- B. **Consideration and vote on whether to delegate authority to President Schenk to approve the competitively bid contract for Grandstand Fire Watch services and report back on the contract to the District's Board of Directors at the next regularly scheduled and noticed District Board meeting** [Action Item] 50-52
- C. **DMTC Liaison Committee Report** – Mark Arabo, Chair [Information Item] 53-61
- Horse Racing Industry News & Information
- D. **Report of State Race Track Leasing Commission and Del Mar Race Track Authority Meetings** – Mark Arabo, RTA President [Information Item] 62-63
- E. **Fair Operations Committee Report** – Frederick Schenk, Chair [Information Item] PowerPoint
- F. **Present draft revisions of Policy 6.01, Event Ticket Policy and receive feedback** [Information Item] 64-80
- G. **People & Culture Committee Report** – Joyce Rowland, Chair 81-90
- 1. Discussion and vote on whether to support Senate Bill 493, which would amend Section 4058 of the Food & Agriculture Code to revise and recast the determination of the compensation for managers of District Agricultural Associations [Action Item]
- H. **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] 91-93

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

- **Operational Announcements** PowerPoint
  - 2025 Del Mar National Horse Show Preview & Horsepark Activities
- **Construction Projects & Facilities Updates** 94-97
  - Presentation of enhancements at the Del Mar Golf Center PowerPoint
- **Industry News & Updates** Verbal



9. **MATTERS OF INFORMATION**

- **Correspondence** 98-106
- **Review of Contracts Executed per CEO Delegation of Authority** 155-157
  - **Standard Agreements** 158-183
    - [25-017](#) Emergency Management Planning Consultant Services; [25-018](#) Graphic Design for Exhibits; [25-801](#) Executive Recruitment; [25-802](#) Investigation Services; [25-803](#) HR Consulting Services; [25-804](#) Classification Study
  - **2025 San Diego County Fair Agreements** 184-186
    - [25-1207](#) Pet Zone SD Inc. dba Pet Zone Tropical Fish
  - **2025 San Diego County Fair – The Sound Entertainment Agreements**  
25-1093 Tumua Tuinei LLC f/s/o Tumua
  - **2025 San Diego County Fair Entertainment Agreements**  
25-1087 Delinger Entertainment; 25-1088 So Cal Corgi Nation; 25-1089 Samara Goldberg; 25-1090 Fireworks America; 25-1091 The Mobile Barkery; 25-1093 Rancho Coastal Humane Society
  - **2025 San Diego County Fair Paddock Entertainment Agreements**  
25-1019 Seismonos, Inc f/s/o Ozomatli; 25-1004 Howard Decker f/s/o Strait Country; 25-1006 Jesse Royal, Inc; 25-1014 Premier Tributes, LLC f/s/o 24k Magic Tribute; 25-1007 The Sure Fire Soul Ensemble; 25-1008 The Arena Rock Show, LLC; 25-1033 Ernest Curcio Gen Ptf f/s/o No Duh – No Doubt Tribute; 25-1010 JS Entertainment, Inc f/s/o Jake Shimabukuro; 25-1011 Matthew Phillips Music f/s/o Matthew Phillips; 25-1005 Who's Bad Music, LLC f/s/o The Evolution of Pop; 25-1018 The Long Run Band, Inc f/s/o The Long Run – Eagles Tribute; 25-1015 Roughstock Records f/s/o Jared Rogerson & Band; 25-1017 The Expendables LLC f/s/o The Expendables; 25-1020 Bobby Deitch Music Inc f/s/o Forever Ray –A Tribute to Ray Charles; 25-1013 Dead Man's Party f/s/o Dead Man's Party –Oingo Boingo Tribute; 25-1034 Mr. Minelli LLC f/s/o Michael Minelli; 25-1012 Bevins Roadsiding, Inc f/s/o The Como La Flor Band – A Selena Tribute; 25-1035 TAD Management LLC f/s/o TOBY – A Toby Keith Tribute Band; 25-1016 Long Beach Dub Allstars LLC f/s/o Long Beach Dub Allstars; 25-1036 Devotional –Depeche Mode Tribute
  - **Event Agreements**  
25-901 Susan G. Komen Foundation; 25-910 Harvest Festival; 25-911 CBF Productions; 25-912 SANDAG; 25-913 SCH Horseman's Council; 26-905 Boulevard Trash; 26-906 Century Club of SD; 26-908 Tiny Fest, LLC

10. **ADJOURNMENT**



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

### **Board of Directors Meeting**

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
**March 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 website:*

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

#### **OFFICERS PRESENT**

Michael Gelfand, 1<sup>st</sup> Vice President  
G. Joyce Rowland, 2<sup>nd</sup> Vice President (*via Zoom*)

#### **DIRECTORS PRESENT**

Mark Arabo  
Lisa Barkett  
Phil Blair  
Kathlyn Mead (*via Zoom*)  
Don Mosier

#### **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

#### **DIRECTORS ABSENT**

Frederick Schenk, President  
Sam Nejabat

#### **CALL TO ORDER**

Vice President Gelfand called the meeting to order at 1:34 p.m. with a quorum present.

#### **ROLL CALL**

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

#### **RECESS TO CLOSED EXECUTIVE SESSION**

The Board recessed to Closed Executive Session at 1:35 p.m.

### **RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 2:19 p.m. Vice President Gelfand stated that the 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.

### **CONSENT CALENDAR**

Vice President Gelfand announced that Standard Agreement 24-062 would be pulled from consideration for further discussion under General Business.

#### **PUBLIC COMMENT ON CONSENT CALENDAR (see page 6 of transcript)**

Martha Sullivan

Director Mosier moved to approve the Consent Calendar with the removal of Standard Agreement 24-062. Director Blair seconded the motion. Vice Presidents Gelfand and Rowland and Directors Arabo, Barkett, Blair, Mead, and Mosier were all in favor. The motion carried 7-0.

#### **PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 8-13 of transcript)**

Allison Prater, Martha Sullivan, Jane Cartmill, Elvia Sedano

### **GENERAL BUSINESS**

#### **Standard Agreement 24-062**

CEO Moore explained that around-the-clock fire watch patrol is required in the grandstand by the fire marshal until the alarm system repairs are completed. Contract 24-062 extends the fire watch patrol services until the end of April 2025.

Director Blair moved to approve Standard Agreement 24-062. Director Barkett seconded the motion. Vice Presidents Gelfand and Rowland and Directors Arabo, Barkett, Blair, Mead, and Mosier were all in favor. The motion carried 7-0.

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

Financial reports can be found on pages 12-19 of the meeting packet.

#### **Item 7-A-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**

CEO Moore referred to the report beginning on page 20 of the meeting packet and requested that the Board approve amending Sections 8, 9, and 10(2) of the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority to clarify language about District asset accounting, to clarify the role of the Commission and the District regarding the improvements to the grandstand located at the fairgrounds, and to extend the time to complete the report of the annual audit given the Commission's staff and resource-related constraints.

#### **PUBLIC COMMENT ON ITEM 7-A-1 (see page 20 of transcript)**

None

Director Mosier moved to amend Sections 8, 9, and 10(2) of the Joint Exercise of Powers Agreement for the Del Mar Race Track Authority. Director Blair seconded the motion. Vice Presidents Gelfand and Rowland and Directors Arabo, Barkett, Blair, Mead, and Mosier were all in favor. The motion carried 7-0.

Item 7-B: Fair Operations Committee Report

COO Mueller announced that San Diego County Fair tickets go on sale March 14, including admission, concerts, parking, carnival, season passes, and a new fun run/walk for people and their dogs. The grandstand concert and The Sound entertainment lineups were revealed.

COO Mueller presented plans to revitalize and relocate the Don Diego statue at the O'Brien Gate entrance to better display it to visitors.

PUBLIC COMMENT ON ITEM 7-B (see pages 41-43 of transcript)  
Martha Sullivan, Allison Prater

Item 7-C: DMTC Liaison Committee Report

Director Arabo recapped the last committee meeting, which included conversations on horse racing safety efforts and preparations for the Breeders' Cup.

PUBLIC COMMENT ON ITEM 7-C (see pages 45-50 of transcript)  
Allison Prater, Martha Sullivan, Jane Cartmill, Elvia Sedano

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

CEO Moore reported that since the last District Board meeting, SANDAG voted to proceed with four alternatives for rerouting the LOSSAN rail corridor away from the Del Mar bluffs and a no-build alternative, and the City of Del Mar voted to reaffirm its guiding principles related to the rail realignment, and expressed the urgent need to continue affordable housing discussions with the District.

PUBLIC COMMENT ON ITEM 7-D (see pages 53-62 of transcript)  
Kristi Becker, Jas Grewal, Tracy Martinez, Ashley Jones, Amanda Lee, Mark Rittenbaum, Darren Pudgil

Vice President Rowland moved to immediately resume affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement, and to continue to place this item on the Board meeting agenda each month beginning in April. Director Blair seconded the motion. Vice Presidents Gelfand and Rowland and Directors Arabo, Barkett, Blair, and Mosier were all in favor. Director Mead was not in favor. The motion carried 6-1.

### **EXECUTIVE REPORT**

- CEO Moore reminded Board members that Form 700s are due by March 31.
- The District is working with a consultant to update its emergency response plans, and more information will be presented at an upcoming Board meeting.
- The District continues to monitor the bird flu situation as it evolves.
- The California Department of Food and Agriculture held a collaborative exchange for CEOs earlier this month, and the District also met with the Department of General Services about its upcoming insurance renewals.
- Southwest Strategies CEO Chris Wahl presented a progress report on the District's Master Site Plan public outreach efforts.
- The State Race Track Leasing Commission and Del Mar Race Track Authority will meet on March 21.
- COO Mueller presented the 2024 year-in-review for The Sound, which included 46 shows, four private events, and a total of 77,161 tickets sold. Revenue from rent, parking, and food and beverage was about \$2.8 million.
- District Supervising Environmental Planner Dustin Fuller shared an update on repairs to the Coast to Crest Trail after the January 2024 washout.
- CCO Hallman gave an overview of the District's new guest experience initiatives to enhance the customer service program at the fairgrounds.

### **PUBLIC COMMENT ON EXECUTIVE REPORT (see page 146 of transcript)**

None

### **MATTERS OF INFORMATION**

Correspondence can be found on pages 72-76 of the meeting packet. Contract information can be found on pages 77-141 of the meeting packet.

### **ADJOURNMENT**

There being no further business to discuss, Vice President Gelfand adjourned the meeting at 5:27 p.m.

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Carlene Moore  
Chief Executive Officer



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

### **Board of Directors Meeting**

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
**March 24, 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 website:*

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

#### **OFFICERS PRESENT**

Frederick Schenk, President  
Michael Gelfand, 1<sup>st</sup> Vice President  
G. Joyce Rowland, 2<sup>nd</sup> Vice President

#### **DIRECTORS PRESENT**

Lisa Barkett  
Phil Blair  
Don Mosier

#### **OTHERS PRESENT**

Carlene Moore, Chief Executive Officer  
Donna O'Leary, Office Manager

#### **DIRECTORS ABSENT**

Mark Arabo, Kathlyn Mead, and Sam Nejabat

#### **CALL TO ORDER**

President Schenk called the meeting to order at 1:36 p.m. with a quorum present.

#### **ROLL CALL**

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Barkett and Mosier were present. Director Blair arrived after Roll Call at 1:37 p.m. Directors Arabo, Mead and Nejabat had excused absences.

#### **CONSENT CALENDAR**

Vice President Gelfand moved to approve Sponsorship Agreement SPO-23-002 AM1 General Motors. Vice President Rowland seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, Directors Barkett, Blair and Mosier were in favor. The motion carried 6-0.

#### **PUBLIC COMMENT ON NON-AGENDA ITEMS**

Oscar Gonzalez, California Horse Racing Board

**ADJOURNMENT**

There being no further business to discuss, Vice President Gelfand moved for adjournment, Vice President Rowland seconded, and the meeting adjourned at 1:40 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 District Agricultural Association (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:**

The Committee met in March to review the monthly financial reports for January and February 2025, as well as the preliminary results of 2024 as the 22nd DAA prepares to submit its annual Statement of Operations to the California Department of Food and Agriculture. These reports are included in the packet on the following pages.

Additionally, the Committee has set forth the following Work Plan for the year to make informed recommendations to the Board regarding financial matters -- including day-to-day land-use decisions -- to improve 22nd DAA's financial health. This work plan includes addressing the following:

- Insurance renewals - expires 4/30/2025. Report follows.
- City of Del Mar Fire Station Lease - expires 6/30/2025
- Wave Volleyball Club multi-year rental agreement - expires 8/31/2025
- Other Operating Agreement items to be considered:
  - Managing Promoter of The Sound - expires 1/31/2027; 18-month notice required, meaning the Board must consider the matter by May 2025
  - Food & Beverage - expires 12/31/2026; 180-day notice required; option to renew for 5-year term 1/1/2027-12/31/2031
  - Live Horse Racing - expires 12/31/2030; no remaining options
- Organizational chart
- Banking options
- Investment policy



## **Item 7-A, Finance Committee Report – Executive Summary**

### **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 January and February 2025. These reports are subject to change as the 22nd District Agricultural Association (22nd DAA) works to review and close out each 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.).

### **About the Financial Statements**

#### **Balance Sheet:**

Data for fiscal years 2023 and 2024 are included for comparison purposes to the current year, 2025.

#### **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 are 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 2025 Operating Budget goals.

## **Executive Summary**

### **Overview:**

Because both January and February financial reports are included in this month's Board packet, this report will address year-to-date analysis through February. 22nd DAA operations performed better than expected through the first two months of 2025 by approximately \$994,000 due in large part to savings on expenses such as Payroll and the timing of anticipated use of Professional Services and Supplies compared to actual. The 22nd DAA also had fewer events than anticipated in the 2025 budget, which was approved in October.

- **DAA Cash:** The 22nd DAA's cash balance through February is lower than the 2024 figure due in part to the deferred payback of the 2020 Paycheck Protection Program (PPP) Loan in October 2024 – inclusive of principal, interest, and processing fees in the amount of \$5,664,015 – and the reduction in Accounts Payable year over year.

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

**Strengths:** Through the first two months of 2025, the 22nd DAA outperformed its budget projections in the following categories:



**Total operating expenses** were nearly 24% (or \$1,445,000) lower than anticipated. This reduction was primarily due to lower-than-expected costs in payroll and related expenses, professional services expenses, facility-related expenses, and program expenses.



**Concessions Revenues** is on par with budget projections, trailing the budgeted amount by only \$16,000.



**Payroll & Related Expenses** are indicative of the ability to fill full-time, civil service vacancies within any given month as planned and the actual hours incurred versus those anticipated for temporary employees working

during events. Through the first two months of the year, payroll and related expense is trending lower than the budgeted amount by 14%, or \$360,000.



**Professional Services** consists of a multitude of services provided through contracted services. The largest item is food and beverage expenses. Because invoices from contractors and the payments from the 22nd DAA may take time to complete, the actual timing of expenditures in this category may differ from the budgeted amounts, resulting in variances between the months during the year. Through the first two months of the year, this category is trending lower than forecast by 29%, or \$526,000.

**Challenges:** Through the first two months of 2025, the 22nd DAA did not meet expectations in the following categories:



**Total Revenues** are lower than forecast by nearly 18%, or \$454,000, due in large part to the cancellation of the “Beyond” exhibit, which impacts Concessions, Facility Rentals, and Parking revenues through April. Additionally, the cancellation of the Seaside Equestrian Tour had an impact on Facility Rentals for February and will again in March.



**Facility Rentals Revenues** are similarly lower than anticipated by nearly 37%, or \$354,000.



**Parking Revenues** are lower than the forecast by nearly 18% or nearly \$112,000.



**Food and Beverage Expenses** as a subcategory of the Professional Services Expense is on par with the budget estimate. As is typical during the first few months of the year, food and beverage operations at the 22nd DAA – which produce a significant net benefit by year’s end – lose money prior to peak events season due to the ongoing administrative and overhead costs.

### **Overall Performance**

Both January and February are historically slow months for the 22nd DAA mostly due to weather and other factors, although The Sound provides opportunities for additional events during this non-peak season.

**January's Performance:** The Net Income activity for the month of January was better than the forecast by almost 47% or \$923,000. The 22nd DAA had a net loss of \$1.034 million for the month and had anticipated a net loss of \$1.956 million in its budget.

**The Sound:** Five events were produced at The Sound in January, falling short by two events as forecasted. The net income for the month amounted to nearly \$42,900, which was lower than forecast by about 10% or nearly \$27,500.

**February's Performance:** The Net Income activity through February was better than the forecast by almost 5% or \$76,000. The District had a net loss of \$1.483 million for the month and had anticipated a net loss of \$1.559 million in its budget.

**The Sound:** Three events were produced at The Sound, managed by Belly Up, in February, falling short of the forecasted six events. The net loss for the month was approximately (\$277,000), which was higher than forecast by about 20% or nearly \$45,000. *Note:* As a simple means of allocating the portion of time that the 22nd DAA's Facilities Department employees spends on maintenance and facilities issues at Surfside over the course of the year, the regular full-time payroll and related expenses are allocated to The Sound during the months of February, March, and April.

#### **End-of-Year Closeout and 2024 CDFA Statement of Operations:**

The Statement of Operations is the end-of-year financial report required by the California Department of Food and Agriculture (CDFA), typically submitted near the end of March. The 2024 Statement of Operations was submitted to CDFA on March 28, 2025.

The STOP report includes cumulative GASB 68 (Pensions) and GASB 75 (Postemployment Benefits Other Than Pensions "OPEB") adjustments for the years 2022 and 2023. The net adjustment totaled \$20,336,747, reducing the 22nd DAA's future liabilities based on actuarial valuations related to pension and OPEB expenses. This amount is reported as a prior-year audit adjustment and did not have any cash implications.

#### **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.

**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.

### **Legend**



Expenses or revenues are even, or nearly even, with budgeted projections.



Revenues are higher than anticipated.



Revenues are lower than anticipated.



Expenses are higher than anticipated.



Expenses are lower than anticipated.

# Unaudited Financial Statements

## 22nd DAA

Consolidated Balance Sheet (DAA, RTA, RTLC)

As of February 28, 2025

	2025	2024	2023
<b>Assets</b>			
<sup>1</sup> Cash	\$ 28,436,924	\$ 35,093,134	\$ 29,493,218
Restricted Cash - JLA	79,212	57,551	44,874
<sup>2</sup> Restricted Cash - F&B Equipment Fund	18,718	51,157	119,538
<sup>3</sup> Restricted Cash - RTA	10,895,366	12,950,898	14,437,990
<b>Total Cash and Cash Equivalents</b>	<b>39,430,219</b>	<b>48,152,740</b>	<b>44,095,619</b>
Accounts Receivable	604,151	2,296,787	1,141,304
Prepaid Expenses	386,459	258,992	468,148
<sup>4</sup> Deferred Outflows Pension	7,035,722	7,035,722	5,298,571
<b>Total Current Assets</b>	<b>8,026,332</b>	<b>9,591,501</b>	<b>6,908,022</b>
Land and Land Improvements	46,998,212	45,156,113	45,208,317
Building and Improvements	218,544,813	217,564,033	217,564,033
Equipment	40,077,049	38,911,793	38,490,465
Capital Projects in Process	2,529,694	2,943,391	(18,354)
Accumulated Depreciation	(202,196,701)	(193,440,004)	(183,045,394)
<b>Total Capital Assets</b>	<b>105,953,066</b>	<b>111,135,326</b>	<b>118,199,067</b>
<b>Total Assets</b>	<b>\$ 153,409,617</b>	<b>\$ 168,879,567</b>	<b>\$ 169,202,708</b>
<b>Liabilities</b>			
Accounts Payable	5,821,652	8,692,005	5,593,543
Payroll Liabilities	1,233,112	1,048,848	591,252
Accrued Liabilities	1,686,487	1,851,376	2,002,994
Other Current Liabilities	809,124	1,045,812	1,917,522
<sup>6</sup> Deferred Revenue	2,075,548	1,353,833	1,683,723
<sup>5</sup> Current Long Term Debt	2,105,891	3,411,675	3,133,355
<sup>7</sup> Accrued Employees Leave Liabilities	1,260,247	1,372,992	1,294,487
<sup>8</sup> Long Term Debt	54,170,353	56,994,275	61,612,827
Reserve - F&B Equipment Fund	103,813	6,342	126,560
Reserve - JLA	60,691	43,292	36,607
<sup>4</sup> Pension Liability	21,607,426	21,394,530	39,964,323
<sup>4</sup> Deferred Inflows - Pension	1,717,258	1,717,258	1,754,199
<b>Total Liabilities</b>	<b>92,651,602</b>	<b>98,932,238</b>	<b>119,711,392</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	22,863,164	11,515,553	11,783,919
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	63,490,079	52,142,468	52,410,834
Net Proceeds from Operations	(2,732,064)	17,804,861	(2,919,518)
<b>Total Net Resources</b>	<b>60,758,015</b>	<b>69,947,329</b>	<b>49,491,316</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 153,409,617</b>	<b>\$ 168,879,567</b>	<b>\$ 169,202,708</b>

<sup>1</sup>- Repaid Paycheck Protection Program (PPP) Loan in October 2024; Includes \$11.5M set aside by Board as DAA Reserved Fund

<sup>2</sup>- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.

<sup>3</sup>- Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.

<sup>4</sup>- Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.

<sup>5</sup>- Current portion of long-term debt due within the next 12 months.

<sup>6</sup>- Advance payments for events/activities in the future.

<sup>7</sup>- Due to employees at time of separation for paid leave balances.

<sup>8</sup>- RTA Bonds \$29.0M; Ibank WQI \$6.2M; Ibank Sound \$13.0M; Premier \$1.3M; Energy Efficiency \$3.1M; CalPers SB84 \$1.5M.



# Unaudited Financial Statements

## 22nd DAA Income Statement For the Period Ending February 28, 2025 DAA

	February 2025			Year-to-Date			Full 2025
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>REVENUES</b>							
Concessions Revenue	137,582	213,407	(75,825)	487,142	503,308	(16,166)	49,286,503
<i>Food &amp; Beverage Contract</i>	131,095	206,507	(75,412)	472,315	489,408	(17,093)	25,641,444
Facility Rentals Revenue	295,086	707,987	(412,901)	693,077	1,046,639	(353,562)	10,079,614
Leases Revenue	53,854	49,990	3,864	107,164	99,437	7,727	606,000
Program Revenues	238,701	299,935	(61,234)	696,551	770,315	(73,764)	8,007,033
<i>Parking</i>	134,718	224,435	(89,717)	514,274	626,315	(112,041)	7,070,933
<i>Participation Fees</i>	46,255	17,500	28,755	69,693	30,000	39,693	380,000
<i>Satellite Wagering</i>	57,728	58,000	(272)	112,584	114,000	(1,416)	533,600
<b>OPERATING REVENUE TOTALS</b>	<b>725,222</b>	<b>1,271,319</b>	<b>(546,097)</b>	<b>1,983,934</b>	<b>2,419,699</b>	<b>(435,765)</b>	<b>82,420,525</b>
Contributions	6,100	4,400	1,700	10,810	8,800	2,010	2,039,840
<i>Government Funding</i>	0	0	0	0	0	0	700,000
<i>Sponsorships</i>	3,900	3,900	0	7,800	7,800	0	1,303,840
Other Non-Operating Revenue	8,055	8,431	(377)	19,274	19,447	(173)	1,025,905
Reimbursed Costs	54,798	73,491	(18,693)	117,144	136,762	(19,618)	2,158,954
<b>NON-OPERATING REVENUE TOTALS</b>	<b>68,952</b>	<b>86,322</b>	<b>(17,370)</b>	<b>147,229</b>	<b>165,009</b>	<b>(17,780)</b>	<b>5,224,699</b>
<b>TOTAL REVENUE</b>	<b>794,174</b>	<b>1,357,641</b>	<b>(563,467)</b>	<b>2,131,163</b>	<b>2,584,708</b>	<b>(453,545)</b>	<b>87,645,224</b>
<b>EXPENSES</b>							
Payroll & Related Expense	1,132,598	1,271,849	139,251	2,179,061	2,539,083	360,022	20,004,959
<i>Professional Development</i>	7,882	38,600	30,718	14,804	99,900	85,096	321,308
Professional Services Expense	533,542	926,534	392,993	1,292,123	1,819,042	526,919	32,343,018
<i>Food &amp; Beverage Expense</i>	361,918	450,779	88,860	938,643	941,068	2,426	20,424,275
Insurance Expense	160,135	151,537	(8,597)	320,270	303,075	(17,195)	2,175,708
Facility & Related Expense	250,846	304,265	53,419	515,290	713,557	198,267	7,560,830
<i>Equipment &amp; Small Wares</i>	9,552	0	(9,552)	10,376	0	(10,376)	0
<i>Telephone &amp; Internet</i>	10,377	8,154	(2,223)	18,132	16,308	(1,824)	100,318
<i>Repairs &amp; Maintenance</i>	19,491	97,296	77,805	30,297	220,592	190,295	1,066,052
<i>Utilities</i>	203,700	194,691	(9,009)	440,250	468,409	28,159	4,064,500
<i>- Electricity</i>	119,438	-	-	254,012	-	-	-
<i>- Water</i>	402	-	-	691	-	-	-
Supplies Expense	86,436	82,015	(4,421)	112,649	352,728	240,079	1,971,470
Marketing & Related Expense	4,781	43,500	38,719	11,015	75,375	64,360	1,427,175
Program Expenses	21,558	49,385	27,828	49,598	122,516	72,918	17,624,610
Other Operating Expense	87,647	87,962	315	175,313	175,695	382	2,515,339
<i>Bank &amp; Service Fees</i>	19,431	18,652	(779)	38,880	38,075	(805)	1,668,694
<i>Interest Expense</i>	68,216	68,310	94	136,432	136,620	188	809,440
<b>OPERATING EXPENSE TOTALS</b>	<b>2,277,542</b>	<b>2,917,048</b>	<b>639,505</b>	<b>4,655,319</b>	<b>6,101,071</b>	<b>1,445,752</b>	<b>85,623,109</b>
Other Non-Operating Expense							
<i>Prior Year Expense</i>	0	0	0	(2,174)	0	2,174	0
<b>NON-OPERATING EXPENSE TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(2,174)</b>	<b>0</b>	<b>2,174</b>	<b>0</b>
<b>TOTAL EXPENSE</b>	<b>2,277,542</b>	<b>2,917,048</b>	<b>639,505</b>	<b>4,653,144</b>	<b>6,101,071</b>	<b>1,447,926</b>	<b>85,623,109</b>
<b>NET INCOME (LOSS)</b>	<b>(1,483,368)</b>	<b>(1,559,407)</b>	<b>76,038</b>	<b>(2,521,981)</b>	<b>(3,516,363)</b>	<b>994,381</b>	<b>2,022,115</b>

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

## Food & Beverage Report Feb-25

February 2025 Food Service Revenues were \$131,095. Budgeted Revenues for February 2025 were \$206,507.

Net distribution to the District for February 2025 was (\$240,049) or -183.1%. Budgeted distribution for February 2025 was (\$244,272) or -118.3%.

Year-to-date 2025 distribution to the District is (\$503,703) or -113.3%. The budgeted distribution for YTD 2025 was (\$451,660) or -92.3%.

Jan-25	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	131,095	100.0%	206,507	100.0%	301,565	100.0%
TOTAL COGS	23,830	18.2%	38,939	18.9%	39,824	13.2%
GROSS MARGIN	107,265	81.8%	167,568	81.1%	261,741	86.8%
TOTAL PAYROLL	291,621	222.5%	362,731	175.7%	339,563	112.6%
OPERATING EXPENSES	89,985	68.6%	84,005	40.7%	78,991	26.2%
NET PROFIT	(274,342)	-209.3%	(279,168)	-135.2%	(156,812)	-52.0%
CLIENT DISTRIBUTION	(240,049)	-183.1%	(244,272)	-118.3%	(137,211)	-45.5%

YTD	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	444,715	100.0%	489,408	100.0%	509,551	100.0%
TOTAL COGS	87,516	19.7%	89,362	18.3%	70,756	13.9%
GROSS MARGIN	357,199	80.3%	400,046	81.7%	438,795	86.1%
TOTAL PAYROLL	696,763	156.7%	739,935	151.2%	684,538	134.3%
OPERATING EXPENSES	236,097	53.1%	176,294	36.0%	169,562	33.3%
NET PROFIT	(575,661)	-129.4%	(516,183)	-105.5%	(415,305)	-81.5%
Y-T-D CLIENT DISTRIBUTION	(503,703)	-113.3%	(451,660)	-92.3%	(363,392)	-71.3%

# UNAUDITED FINANCIAL STATEMENTS

Unaudited Financial Statements

## 22nd DAA Consolidated Balance Sheet (DAA, RTA, RTLC) As of January 31, 2025

	2025	2024	2023
<b>Assets</b>			
1 Cash	\$ 28,789,002	\$ 36,121,992	\$ 29,756,791
Restricted Cash - JLA	79,212	57,551	44,901
2 Restricted Cash - F&B Equipment Fund	18,718	51,157	119,538
3 Restricted Cash - RTA	10,870,542	12,911,721	14,403,509
<b>Total Cash and Cash Equivalents</b>	<b>39,757,474</b>	<b>49,142,421</b>	<b>44,324,738</b>
Accounts Receivable	2,216,281	2,099,019	1,856,873
Prepaid Expenses	514,272	382,855	509,634
4 Deferred Outflows Pension	7,035,722	7,035,722	5,298,571
<b>Total Current Assets</b>	<b>9,766,275</b>	<b>9,517,597</b>	<b>7,665,078</b>
Land and Land Improvements	46,998,212	45,156,113	45,208,317
Building and Improvements	218,544,813	217,564,033	217,564,033
Equipment	40,077,049	38,860,396	38,329,801
Capital Projects in Process	2,529,694	1,816,615	35,012
Accumulated Depreciation	(202,196,701)	(192,581,415)	(182,173,442)
<b>Total Capital Assets</b>	<b>105,953,066</b>	<b>110,815,742</b>	<b>118,963,720</b>
<b>Total Assets</b>	<b>\$ 155,476,815</b>	<b>\$ 169,475,759</b>	<b>\$ 170,953,536</b>
<b>Liabilities</b>			
Accounts Payable	7,053,975	7,503,030	5,542,614
Payroll Liabilities	1,246,709	1,148,945	547,188
Accrued Liabilities	1,677,372	1,891,359	2,000,761
Other Current Liabilities	185,537	680,141	1,757,084
6 Deferred Revenue	1,977,501	1,307,364	1,612,733
5 Current Long Term Debt	2,105,891	2,616,675	3,133,355
7 Accrued Employees Leave Liabilities	1,239,206	1,361,025	1,277,619
8 Long Term Debt	54,170,353	57,789,275	61,612,827
Reserve - F&B Equipment Fund	101,847	1,819	174,717
Reserve - JLA	60,691	43,292	36,607
4 Pension Liability	21,589,542	21,385,222	39,947,218
4 Deferred Inflows - Pension	1,717,258	1,717,258	1,754,199
<b>Total Liabilities</b>	<b>93,125,881</b>	<b>97,445,405</b>	<b>119,396,923</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	22,863,164	11,515,553	11,783,919
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	63,490,079	52,142,468	52,410,834
Net Proceeds from Operations	(1,139,145)	19,887,886	(854,221)
<b>Total Net Resources</b>	<b>62,350,934</b>	<b>72,030,354</b>	<b>51,556,613</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 155,476,815</b>	<b>\$ 169,475,759</b>	<b>\$ 170,953,536</b>

1- Includes \$11.5M set aside by BOD as DAA reserved funds.

2- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.

3- Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.

4- Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.

5- Current portion of long-term debt due within the next 12 months.

6- Advance payments for events/activities in the future.

7- Due to employees at time of separation for paid leave balances.

8- 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 January 31, 2025**  
**DAA**

	January 2025			Year-to-Date			Full 2025
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>REVENUES</b>							
Concessions Revenue	349,560	289,901	59,659	349,560	289,901	59,659	49,286,503
<i>Food &amp; Beverage Contract</i>	341,220	282,901	58,319	341,220	282,901	58,319	25,641,444
Facility Rentals Revenue	397,991	338,652	59,339	397,991	338,652	59,339	10,079,614
Leases Revenue	53,311	49,447	3,864	53,311	49,447	3,864	606,000
Program Revenues	455,062	470,380	(15,318)	455,062	470,380	(15,318)	8,007,033
<i>Parking</i>	379,556	401,880	(22,324)	379,556	401,880	(22,324)	7,070,933
<i>Participation Fees</i>	20,649	12,500	8,149	20,649	12,500	8,149	380,000
<i>Satellite Wagering</i>	54,857	56,000	(1,143)	54,857	56,000	(1,143)	533,600
<b>OPERATING REVENUE TOTALS</b>	<b>1,255,924</b>	<b>1,148,380</b>	<b>107,544</b>	<b>1,255,924</b>	<b>1,148,380</b>	<b>107,544</b>	<b>82,420,525</b>
Contributions	4,710	4,400	310	4,710	4,400	310	2,039,840
<i>Government Funding</i>	0	0	0	0	0	0	700,000
<i>Sponsorships</i>	3,900	3,900	0	3,900	3,900	0	1,303,840
Other Non-Operating Revenue	11,220	11,016	204	11,220	11,016	204	1,025,905
Reimbursed Costs	62,347	63,271	(924)	62,347	63,271	(924)	2,158,954
<b>NON-OPERATING REVENUE TOTALS</b>	<b>78,277</b>	<b>78,687</b>	<b>(410)</b>	<b>78,277</b>	<b>78,687</b>	<b>(410)</b>	<b>5,224,699</b>
<b>TOTAL REVENUE</b>	<b>1,334,200</b>	<b>1,227,067</b>	<b>107,133</b>	<b>1,334,200</b>	<b>1,227,067</b>	<b>107,133</b>	<b>87,645,224</b>
<b>EXPENSES</b>							
Payroll & Related Expense	1,046,463	1,267,234	220,772	1,046,463	1,267,234	220,772	20,004,959
<i>Professional Development</i>	6,922	61,300	54,378	6,922	61,300	54,378	321,308
Professional Services Expense	757,019	892,508	135,489	757,019	892,508	135,489	32,343,018
<i>Food &amp; Beverage Expense</i>	576,724	490,290	(86,435)	576,724	490,290	(86,435)	20,424,275
Insurance Expense	160,135	151,538	(8,597)	160,135	151,538	(8,597)	2,175,708
Facility & Related Expense	260,044	409,292	149,248	260,044	409,292	149,248	7,560,830
<i>Equipment &amp; Small Wares</i>	823	0	(823)	823	0	(823)	0
<i>Telephone &amp; Internet</i>	7,755	8,154	399	7,755	8,154	399	100,318
<i>Repairs &amp; Maintenance</i>	6,406	123,296	116,890	6,406	123,296	116,890	1,066,052
<i>Utilities</i>	236,550	273,718	37,168	236,550	273,718	37,168	4,064,500
- Electricity	134,574	-	-	134,574	-	-	-
- Water	289	-	-	289	-	-	-
Supplies Expense	26,213	270,713	244,500	26,213	270,713	244,500	1,971,470
Marketing & Related Expense	5,214	31,875	26,661	5,214	31,875	26,661	1,427,175
Program Expenses	28,041	73,131	45,090	28,041	73,131	45,090	17,624,610
Other Operating Expense	87,584	87,733	149	87,584	87,733	149	2,515,339
<i>Bank &amp; Service Fees</i>	19,367	19,423	56	19,367	19,423	56	1,668,694
<i>Interest Expense</i>	68,216	68,310	94	68,216	68,310	94	809,440
<b>OPERATING EXPENSE TOTALS</b>	<b>2,370,713</b>	<b>3,184,023</b>	<b>813,310</b>	<b>2,370,713</b>	<b>3,184,023</b>	<b>813,310</b>	<b>85,623,109</b>
Other Non-Operating Expense							
<i>Prior Year Expense</i>	(2,174)	0	2,174	(2,174)	0	2,174	0
<b>NON-OPERATING EXPENSE TOTALS</b>	<b>(2,174)</b>	<b>0</b>	<b>2,174</b>	<b>(2,174)</b>	<b>0</b>	<b>2,174</b>	<b>0</b>
<b>TOTAL EXPENSE</b>	<b>2,368,539</b>	<b>3,184,023</b>	<b>815,484</b>	<b>2,368,539</b>	<b>3,184,023</b>	<b>815,484</b>	<b>85,623,109</b>
<b>NET INCOME (LOSS)</b>	<b>(1,034,339)</b>	<b>(1,956,956)</b>	<b>922,617</b>	<b>(1,034,339)</b>	<b>(1,956,956)</b>	<b>922,617</b>	<b>2,022,115</b>

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

## Food & Beverage Report Jan-25

January 2025 Food Service Revenues were \$313,620. Budgeted Revenues for January 2025 were \$282,901.

Net distribution to the District for January 2025 was (\$263,654) or -84.1%. Budgeted distribution for January 2025 was (\$207,389) or -73.3%.

Year-to-date 2025 distribution to the District is (\$263,654) or -84.1%. The budgeted distribution for YTD 2025 was (\$207,389) or -73.3%.

Jan-25	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	313,620	100.0%	282,901	100.0%	207,986	100.0%
TOTAL COGS	63,685	20.3%	50,422	17.8%	30,932	14.9%
GROSS MARGIN	249,935	79.7%	232,479	82.2%	177,054	85.1%
TOTAL PAYROLL	405,142	129.2%	377,205	133.3%	358,621	172.4%
OPERATING EXPENSES	146,112	46.6%	92,290	32.6%	90,572	43.5%
NET PROFIT	(301,319)	-96.1%	(237,016)	-83.8%	(272,139)	-130.8%
CLIENT DISTRIBUTION	(263,654)	-84.1%	(207,389)	-73.3%	(238,122)	-114.5%

YTD	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	313,620	100.0%	282,901	100.0%	207,986	100.0%
TOTAL COGS	63,685	20.3%	50,422	17.8%	30,932	14.9%
GROSS MARGIN	249,935	79.7%	232,479	82.2%	177,054	85.1%
TOTAL PAYROLL	405,142	129.2%	377,205	133.3%	358,621	172.4%
OPERATING EXPENSES	146,112	46.6%	92,290	32.6%	90,572	43.5%
NET PROFIT	(301,319)	-96.1%	(237,016)	-83.8%	(272,139)	-130.8%
Y-T-D CLIENT DISTRIBUTION	(263,654)	-84.1%	(207,389)	-73.3%	(238,122)	-114.5%



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

State of California  
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## 2024 Statement of Operations

STATEMENT OF OPERATIONS - OPERATING FUND	Reference	Account Number(s)	Jan 1 to Dec 31, 2024
<b>TOTAL NET RESOURCES, January 1</b>			
Net Resources-Unrestricted	Prior Year	29100	\$25,447,063
Unrestricted Net Position-Pension	Prior Year	29400	(\$36,597,034)
Net Resources-Restricted	Prior Year	29300	(1,301)
Net Resources-Capital Assets, Less Related Debt	Prior Year	29000	24,192,979
Prior Year Audit Adjustment(s)	Prior Year	various	20,336,747
<b>TOTAL NET RESOURCES, JANUARY 1</b>			33,378,454
<b>RESOURCES ACQUIRED:</b>			
Operating Revenues	from page 2	various	81,661,653
State (Local/Base) Allocation(s) (F&E)	to page 2	31200	2,045,000
Training Allocation & Other Fiscal & Admin Assistance (F&E)	to page 2	31300	0
Capital Project Reimbursement Funds	to page 2	31900	0
One-time Revenue Sources (fire camp, sale of property, capital project audit adj)	to page 2	32500	
Contributions from Other Gov't (non-F&E) Sources	to page 2	33000	0
Provide description for Other Gov't (non F&E) Contributions:			
Other (e.g. Flex Capital)	to page 2	34000	0
<b>TOTAL RESOURCES ACQUIRED</b>			83,706,653
<b>RESOURCES APPLIED:</b>			
Operating Expenditure	from page 2	various	82,645,744
Depreciation Expense	from page 2	90000	4,482,532
Pension Expense	from page 2	96000	0
OPEB Expense	from page 2	96001	0
<b>TOTAL RESOURCES APPLIED</b>			87,128,276
<b>INCREASE/(DECREASE) IN NET RESOURCES DURING THE YEAR</b>			(3,421,623)
<b>TOTAL NET RESOURCES, December 31</b>			
Net Resources-Unrestricted	from Sch 1	29100	23,998,116
Unrestricted Net Position-Pension/OPEB	from Sch 1	29400	(16,253,074)
Net Resources-Restricted	from Sch 1	29300	97,143
Net Resources-Capital Assets, Less Related Debt	from Sch 1	29000	22,114,647
<b>TOTAL NET RESOURCES, DECEMBER 31</b>			\$29,956,831

Unrestricted Reserve Percentage

29.04%

Carlene Moore (Mar 28, 2025 10:26 PDT)

CEO Signature

3/27/2025

Date

N/A



2024 Fair Theme



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

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## 2024 Statement of Operations

SUMMARY OF OPERATIONS	Reference	Account Number	Jan 1 to Dec 31, 2024
<b>OPERATING REVENUES:</b>			
Admissions to Grounds		41000	\$11,705,213
Industrial and Commercial Space		41500	3,592,255
Carnivals		42100	17,919,944
Concessions		42200	27,901,416
Exhibits		43000	343,828
Horse Show		44000	0
Horse Racing (Fairtime Pari-Mutuel)		45000	1,825,000
Horse Racing (Satellite Wagering)		45005	528,665
Fair Attractions		46000	
Motorized Racing		46109	
Interim Attractions		46009	
Miscellaneous Fair		47000	8,749,152
Miscellaneous Non-Fair Programs		47005	154,796
Interim Revenue		48000	5,170,800
Prior Year Revenue Adjustment		49000	63,978
Other Operating Revenue		49500	3,706,607
TOTAL OPERATING REVENUES	to page 1		81,661,653
<b>OPERATING EXPENDITURES:</b>			
Administration		50000	13,155,992
Maintenance & General Operations		52000	11,128,566
Publicity		54000	2,909,061
Attendance Operations		56000	9,072,022
Miscellaneous Fair		57000	10,029,141
Miscellaneous Non-Fair Programs		57005	20,580,665
Premiums (For Exhibit programs only)		58000	0
Exhibits		63000	3,382,106
Horse Show		64000	0
Horse Races (Fairtime Pari-Mutuel)		65000	0
Horse Races (Satellite Wagering)		65005	350
Fair Entertainment Expense		66000	7,627,509
Motorized Racing		66109	
Interim Entertainment Expense		66009	0
Equipment (Funded by Fair)		72300	68,681
Prior Year Expense Adjustment		80000	4,693,412
Cash (over/under)		85000	(1,761)
Other Operating Expense		94000	0
TOTAL OPERATING EXPENDITURES	to page 1		82,645,744
<b>NET OPERATING PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB</b>			(\$984,091)
Depreciation Expense	to page 1 & sch 7	90000	4,482,532
Pension Expense	to page 1	96000	0
OPEB Expense	to page 1	96001	0
<b>NET OPERATING PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB</b>			(\$5,466,623)
State (Local/Base) Allocation	from page 1	31200	2,045,000
Training Allocation & Other Fiscal & Admin Assistance (F&E)	from page 1	31300	0
Capital Project Reimbursements	from page 1	31900	0
Other Funds (e.g. County, Supplemental, Fiscal Ass't)	from page 1	Various	0
<b>NET PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB</b>			\$1,060,909
<b>PROFIT MARGIN RATIO BEFORE DEPRECIATION, PENSION, OPEB</b>			1%
<b>NET PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB</b>			(\$3,421,623)
<b>PROFIT MARGIN RATIO AFTER DEPRECIATION, PENSION, OPEB</b>			-4%



Fair Name: San Diego County Fair / 22nd DAA  
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2024 Statement of Operations

STATEMENT OF FINANCIAL CONDITION	Account Number(s)		12/31/2024
<b>ASSETS</b>			
Cash-Unrestricted	11100-11800 *	\$32,041,208	
Cash-Restricted	11000	3,397,928	
Total Cash			35,439,136
Accounts Receivable, Net of Allowance for Doubtful Accounts	13100-13300		2,151,821
Deferred Charges	14300		330,031
Other Assets	14100, 14700-16200		43,942
Property, Plant & Equipment:			
Construction in Progress	19000	2,529,694	
Land	19100	16,583,762	
Buildings & Improvements	19200	83,331,068	
Less Accumulated Depreciation-Buildings & Improvements **	19201	(67,158,530)	
Equipment	19300	12,894,386	
Less Accumulated Depreciation-Equipment **	19301	(1,403,833)	
Leasehold Improvements	19400		
Less Accumulated Depreciation-Leasehold Improvements **	19401		
Total Property, Plant & Equipment			115,338,909
Total Accumulated Depreciation			(68,562,364)
Net Property, Plant & Equipment			46,776,545
Intangibles:			
Computer Software, Land Use Rights, Patents, Copyrights, Trademarks, etc.	19500		
Less Accumulated Amortization **	19501		
Non-Amortizable Intangible Assets	19600		
Net Intangibles			0
Total Assets			\$84,741,476
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Outflows of Resources - Pension	16000	6,436,794	
Deferred Outflows of Resources - OPEB	16001	598,928	
Total Deferred Outflows of Resources			7,035,722
Total Assets & Deferred Outflow of Resources			\$91,777,198
<b>LIABILITIES</b>			
Insurance Fees Payable	21100		\$0
Accounts Payable	21200 & 21250		9,024,377
Payroll Liabilities	22100-22600		915,462
Deferred Revenue	22800		1,876,669
Other Liabilities	23000		(160,627)
Guaranteed Deposits	24100		
Compensated Absences Liability	24500		1,228,755
Long Term Debt (current and long-term portions)	25000		25,586,244
Net Pension Liability	26000		18,493,795
Net OPEB Liability	26001		3,077,743
Total Liabilities			\$60,042,418
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Inflows of Resources - Pension	25600	991,151	
Deferred Inflows of Resources - OPEB	25601	726,107	
Total Deferred Inflows of Resources			1,717,258
Total Liabilities & Deferred Inflow of Resources			\$61,759,676
<b>NET RESOURCES</b>			
Junior Livestock Auction Reserve	25100		60,691
Total Net Resources (without JLA Reserve):			
Net Resources-Unrestricted	29100	23,998,116	
Unrestricted Net Position-Pension/OPEB	29400	(16,253,074)	
Net Resources-Restricted	29300	97,143	
Net Resources-Capital Assets, Less Related Debt	29000	22,114,647	
Total Net Resources (without JLA Reserve):			\$29,956,831
Total Net Resources			\$30,017,522
Total Liabilities & Net Resources & Deferred Inflow of Resources			\$91,777,198
Debt ratio (total liabilities/total assets)			71%
Ratio of Leave Liability Covered by Cash***			26.08
Debt-to-equity ratio (total liabilities/total net resources)			200%

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

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

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



Fair Name: San Diego County Fair / 22nd DAA  
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**2024 Statement of Operations**

**2022 FAIR STATISTICS**

GROUPS ADMISSIONS	Price per Ticket	Number of Tickets	Amount
<b>PAID ADMISSIONS:</b>			
Gate Admissions	\$20.06	583,600	\$11,705,213
			0
			0
			0
			0
Discounted Admissions			0
Season Passes		0	0
Sponsorship Passes		19,190	0
Exhibitor Passes		42,706	0
Livestock Passes		727	0
<b>TOTAL PAID ADMISSIONS</b>		<b>646,223</b>	<b>\$11,705,213</b>
<b>FREE ADMISSIONS:</b>			
Courtesy Pass Admissions		24,003	
Credential Admissions		78,193	
Children under 12 Admitted Free		17,188	
Misc Credentials		31,986	
Children under 6 Admitted Free		31,538	
<b>TOTAL FREE ADMISSIONS</b>		<b>182,908</b>	
<b>TOTAL ADMISSIONS TO FAIRGROUNDS (Account 41000)</b>		<b>829,131</b>	<b>\$11,705,213</b>
Cash over/under (Account 85000)			\$0

**Courtesy Pass Admissions as Percent of Prior Year Gross Paid Admissions**

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

Courtesy pass admissions - current year	24,003
Total number of paid admissions - prior year	862,081
Percent	2.8%

PARKING REVENUE	NUMBER	PRICE	TOTAL REVENUE	% PAID TO
Fairtime (Account 47100)	78,857	\$15.00	\$1,182,855	
	94,007	\$20.00	1,880,140	
	8,052	\$10.00	80,520	
	10,070	\$50.00	503,500	
			0	
			0	
			0	
<b>TOTAL Account 47100</b>	<b>190,986</b>		<b>\$3,647,015</b>	

Fair Name: San Diego County Fair / 22nd DAA  
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State of California  
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## 2024 Statement of Operations

### Permanent Positions on Payroll for 2024

Total # of Permanent Positions (see below)

81

Expenditure Classification			Total	Pay Rate		Total Per Account		
			Number of				Account	Compensated
Civil Service Class Title			Months	Amount	Per	Acct No.	Totals	Leave Liability
1	ACCOUNTING ADMINISTRATOR I (SUPERVISOR)		12	9,947.50	mon	510501	119,370	7,633
1	ACCOUNTING ADMINISTRATOR II		12	10,920.40	mon	510501	131,045	16,068
1	ACCOUNTING ANALYST		12	4,784.00	mon	510501	57,408	1,187
1	ACCOUNTING ANALYST		12	4,140.00	mon	510501	49,680	0
1	ADMINISTRATIVE ASSISTANT I		12	6,093.00	mon	510501	73,116	1,881
1	ADMINISTRATIVE ASSISTANT I		12	5,111.00	mon	510501	61,332	1,298
1	ADMINISTRATIVE ASSISTANT I		12	5,602.00	mon	510501	67,224	5,975
1	ASSOCIATE ACCOUNTING ANALYST		12	6,453.00	mon	510501	77,436	4,877
1	ASSOCIATE GOVERNMENTAL PROGRAM ANALYST		12	6,718.00	mon	510501	80,616	26,153
1	ASSOCIATE GOVERNMENTAL PROGRAM ANALYST		10	7,327.00	mon	510501	73,270	2,959
1	ASSOCIATE GOVERNMENTAL PROGRAM ANALYST		12	7,274.00	mon	510501	87,288	1,548
1	AUDIO-VISUAL SPECIALIST (TECHNICAL)		12	7,327.00	mon	510501	87,924	26,472
1	CEA		12	13,864.80	mon	510501	166,378	14,398
1	CEA		12	14,593.20	mon	510501	175,118	58,259
1	CUSTODIAN I		12	4,042.00	mon	510501	48,504	2,489
1	CUSTODIAN I		12	3,926.00	mon	510501	47,112	7,656
1	CUSTODIAN I		12	3,926.00	mon	510501	47,112	4,858
1	DEPUTY MANAGER I		12	6,943.70	mon	510501	83,324	22,900
1	DEPUTY MANAGER I		4	7,015.00	mon	510501	28,060	2,914
1	ELECTRICIAN II		7	5,786.00	mon	510501	40,502	1,657
1	ELECTRICIAN II		12	6,930.00	mon	510501	83,160	0
1	EQUESTRIAN CENTER MANAGER		12	9,471.40	mon	510501	113,657	25,030
1	EVENT COORDINATOR-DAA		7	4,868.00	mon	510501	34,076	910
1	EVENT COORDINATOR-DAA		7	6,010.00	mon	510501	42,070	3,086
1	EVENT COORDINATOR-DAA		7	6,010.00	mon	510501	42,070	2,028
1	EVENTS SERVICES SUPERVISOR		12	7,222.00	mon	510501	86,664	30,238
1	EVENTS SERVICES SUPERVISOR		12	7,222.00	mon	510501	86,664	11,117
1	EVENTS SERVICES SUPERVISOR		12	7,222.00	mon	510501	86,664	47,381
1	EVENTS SERVICES SUPERVISOR		12	6,407.00	mon	510501	76,884	2,338
1	EXHIBIT SUPERVISOR		12	8,224.80	mon	510501	98,698	23,061
1	EXHIBIT WORKER-CMSI		12	5,002.00	mon	510501	60,024	0
1	GRAPHIC DESIGNER III		12	7,640.00	mon	510501	91,680	3,559
1	GRAPHIC DESIGNER III		12	7,640.00	mon	510501	91,680	16,910



Fair Name: San Diego County Fair / 22nd DAA  
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## 2024 Statement of Operations

### Permanent Positions on Payroll for 2024

Total # of Permanent Positions (see below)

81

Expenditure Classification			Total	Pay Rate		Total Per Account		
			Number of				Account	Compensated
Civil Service Class Title			Months	Amount	Per	Acct No.	Totals	Leave Liability
1	HEAVY EQUIPMENT MECHANIC		12	6,527.00	mon	510501	78,324	22,417
1	INFORMATION TECHNOLOGY SPECIALIST I		12	10,230.00	mon	510501	122,760	20,967
1	INFORMATION TECHNOLOGY SPECIALIST I		12	10,230.00	mon	510501	122,760	30,454
1	LEAD SECURITY GUARD		12	4,043.00	mon	510501	48,516	12,971
1	LEAD SECURITY GUARD		12	4,043.00	mon	510501	48,516	7,110
1	MAINTENANCE & OPS SUP II		6	8,286.90	mon	510501	49,721	4,410
1	MAINTENANCE & OPS SUP II		12	6,944.00	mon	510501	83,328	6,113
1	MAINTENANCE & OPS SUP II		12	6,395.00	mon	510501	76,740	47,521
1	MAINTENANCE MECHANIC		12	6,310.00	mon	510501	75,720	25,334
1	MAINTENANCE MECHANIC		12	6,310.00	mon	510501	75,720	1,058
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	5,004.00	mon	510501	60,048	2,275
1	MAINTENANCE WORKER, DISTRICT FAIRS		10	4,388.00	mon	510501	43,880	1,742
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	5,004.00	mon	510501	60,048	40
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	4,387.00	mon	510501	52,644	335
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	5,004.00	mon	510501	60,048	0
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	5,004.00	mon	510501	60,048	4,973
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	4,388.00	mon	510501	52,656	7,400
1	MAINTENANCE WORKER, DISTRICT FAIRS		12	5,004.00	mon	510501	60,048	6,517
1	MARKETING SPECIALIST		12	8,049.00	mon	510501	96,588	4,307
1	PERSONNEL TECHNICIAN I		12	4,885.00	mon	510501	58,620	70
1	PERSONNEL TECHNICIAN I		7	4,885.00	mon	510501	34,195	0
1	PLUMBER I		12	5,577.00	mon	510501	66,924	2,261
1	SECRETARY-MANAGER VII, DAA		12	19,347.50	mon	510501	232,170	62,730
1	SECURITY GUARD		12	3,848.00	mon	510501	46,176	25,896
1	SECURITY GUARD		12	3,848.00	mon	510501	46,176	9,825
1	SECURITY GUARD		12	3,848.00	mon	510501	46,176	9,618
1	SECURITY GUARD		12	3,848.00	mon	510501	46,176	6,149
1	SECURITY GUARD		12	3,848.00	mon	510501	46,176	8,339
1	SECURITY GUARD		12	3,559.00	mon	510501	42,708	1,853
1	SERVICE ASSISTANT (MAINTENANCE)		12	3,838.00	mon	510501	46,056	7,328
1	STAFF SERVICES MANAGER I		12	9,947.50	mon	510501	119,370	17,332
1	STAFF SERVICES MANAGER I		8	8,976.90	mon	510501	71,815	4,558
1	STAFF SERVICES MANAGER I		12	9,947.50	mon	510501	119,370	43,616

Fair Name: San Diego County Fair / 22nd DAA  
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## 2024 Statement of Operations

### Permanent Positions on Payroll for 2024

Total # of Permanent Positions (see below)

81

Expenditure Classification		Total	Pay Rate		Total Per Account		
		Number of					Compensated
Civil Service Class Title		Months	Amount	Per	Acct No.	Account Totals	Leave Liability
1	STAFF SERVICES MANAGER I	12	9,900.35	mon	510501	118,804	9,825
1	STAFF SERVICES MANAGER I	12	8,407.65	mon	510501	100,892	2,402
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	32,322
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	6,454
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	47,451
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	37,382
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	44,915
1	STAFF SERVICES MANAGER II (MANAGERIAL)	2	11,533.20	mon	510501	23,066	0
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	7,120
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	11,533.20	mon	510501	138,398	96,616
1	STAFF SERVICES MANAGER II (MANAGERIAL)	12	10,662.00	mon	510501	127,944	49,270
1	SUPERVISING ENVIRONMENTAL PLANNER	12	13,958.40	mon	510501	167,501	7,328
1	TELECOM SYSTEMS MANAGER I (SUPERVISOR)	12	10,511.00	mon	510501	126,132	70,267
1	TRACTOR OPERATOR-LABORER	12	5,301.00	mon	510501	63,612	31,384
1	WAREHOUSE WORKER	12	4,467.00	mon	510501	53,604	3,659
							1,228,755

Permanent positions must include all permanent full & part-time employees (only employees receiving medical benefits).

Please include permanent intermittents.

Do NOT include seasonals or 119 day employees.

Please provide the breakdown of permanent full and part-time employees and permanent intermittents.

This data is required for the full year, not year-end figures. However, please avoid double-counting the same position.

E.g. A position that is filled throughout the year by 2 individuals should be counted as one permanent position.



Fair Name: San Diego County Fair / 22nd DAA  
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### 2024 Statement of Operations

PROPERTY, PLANT & EQUIPMENT ACQUISITIONS & DISPOSITIONS	Reference	Jan 1 to Dec 31, 2024	Jan 1 to Dec 31, 2024
PROPERTY, PLANT & EQUIPMENT, January 1:	Prior Year		\$110,813,658
ACQUISITIONS OF FIXED ASSETS:			
Land			0
Buildings & Improvements:			
Major Maintenance Projects (MMP)		0	
ADA Projects		0	
Building Improvements		980,780	
Land Improvements		1,832,099	
Leasehold Improvements		0	
New Construction		0	
Construction in Progress		723,079	
Net Buildings & Improvements			3,535,958
Equipment			989,293
Other Fixed Assets			0
Other (provide description):			0
<b>TOTAL ACQUISITIONS OF FIXED ASSETS</b>			4,525,251
DISPOSITIONS OF FIXED ASSETS (Salvaged, Sold, etc.):			
Land			0
Buildings & Improvements			0
Equipment			0
Other Fixed Assets			0
Other (provide description):			0
<b>TOTAL DISPOSITIONS OF FIXED ASSETS</b>			0
PROPERTY, PLANT & EQUIPMENT, December 31			115,338,909
DEPRECIATION:			
Accumulated Depreciation, January 1	Prior Year		64,079,832
Less: A/D on Dispositions of Fixed Assets above			
Less/Add: Prior Year Audit Adjustment			
Add: Annual Depreciation Expense	from page 2		4,482,532
<b>ACCUMULATED DEPRECIATION, December 31</b>			68,562,364
PROPERTY, PLANT & EQUIPMENT, NET OF DEPRECIATION, December 31			46,776,545
DEBT (ASSOCIATED WITH FIXED ASSETS)			24,661,898
<b>NET RESOURCES-CAPITAL ASSETS (less related debt), DECEMBER 31:</b>	To Sch 1		<b>\$22,114,647</b>

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

State of California  
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### 2024 Statement of Operations

#### Employer's Share of Contributions towards Pension Plan

*This schedule is only required by DAAs.*

#### Monthly Employer's Contribution (July 1, 2023 - December 31, 2024)

Month	Contributions
Jul-23	225,602
Aug-23	168,014
Sep-23	164,215
Oct-23	180,454
Nov-23	179,568
Dec-23	196,049
Jan-24	184,439
Feb-24	192,806
Mar-24	192,222
Apr-24	194,049
May-24	200,429
Jun-24	225,313
Jul-24	171,003
Aug-24	176,908
Sep-24	180,527
Oct-24	169,618
Nov-24	160,421
Dec-24	162,518
<b>TOTAL</b>	<b>3,324,157.71</b>



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

State of California  
Department of Food & Agriculture  
Fairs & Expositions Branch  
STOP-01 (Rev. 01/23)  
Schedule 9B

## 2024 Statement of Operations

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

*This schedule is only required by DAAs.*

#### Monthly Employer's Contribution (July 1, 2023 - December 31, 2024)

Month	Contributions
Jul-23	18,191
Aug-23	18,556
Sep-23	17,956
Oct-23	17,828
Nov-23	16,122
Dec-23	16,926
Jan-24	17,985
Feb-24	9,308
Mar-24	15,307
Apr-24	16,874
May-24	17,103
Jun-24	17,492
Jul-24	17,724
Aug-24	19,800
Sep-24	18,191
Oct-24	18,305
Nov-24	18,137
Dec-24	17,983
<b>TOTAL</b>	<b>309,786.47</b>

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

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

## 2024 Statement of Operations

### STATEMENT OF OPERATIONS - JUNIOR LIVESTOCK AUCTION

DETAIL	Account Number	Jan 1 to Dec 31, 2024
<b>RESOURCES, January 1:</b>	25100	43,292
<b>AUCTION REVENUES:</b>		
Percentage from Auction Sales	47610	44,391
Sponsorships	47620	500
Advertising Sales	47630	0
Reimbursements	47640	0
Prior Year Revenue Adjustment	47650	0
Other (List)	47660	0
TOTAL REVENUES	47600	44,891
<b>AUCTION EXPENDITURES:</b>		
Jr. Livestock BBQ, lunch, dinner, etc.	57620	13,115
Labor Costs	57630	0
Supplies & Expense	57640	4,508
Publicity and Marketing	57650	0
Leases and /or Rentals	57660	0
Fuel & Utilities	57670	0
Prior Year Expenditure Adjustment	57680	0
Other (List)	57690	9,869
TOTAL EXPENDITURES	57600	27,491
<b>NET JLA INCOME</b>		17,399
<b>RESOURCES, December 31:</b>	25100	60,691
<b>INFORMATION ONLY:</b>		
Payment from Buyers / Payment to Sellers		
(Excluding the percentage retained to offset the expenses)	25200	
Percentage Retained by Fair/Committee		5%

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

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

## 2024 Statement of Operations

### FEDERAL LABOR STANDARD ACT (FLSA) RECREATIONAL EXEMPTION

Do NOT include State Funding.

This schedule is only required by DAAs.

Method of determining applicability of recreational exemption:

#### 2024 Monthly Cash Receipts

Month	Cash Receipts
January	1,400,234
February	1,497,147
March	3,020,162
April	2,301,543
May	7,528,993
June	21,167,772
July	23,915,480
August	11,937,437
September	4,228,674
October	2,096,876
November	5,378,943
December	3,413,878
TOTAL	87,887,139

Lowest six months	Highest six months
1,400,234	23,915,480
1,497,147	21,167,772
2,096,876	11,937,437
2,301,543	7,528,993
3,020,162	5,378,943
3,413,878	4,228,674
TOTALS	13,729,840
	74,157,299

Lowest six months/highest six months: 18.5%

If the lowest six months divided by the highest six months  
is greater than 33.3%, your exemption is lost for 2025.

Overtime should be paid to temporary employees accordingly.





## **Item 7-A-1, Finance Committee Report – Insurance Renewals**

### **Background**

Per the California Department of Food and Agriculture, District Agricultural Associations are required to carry General Liability insurance to cover \$25 million per occurrence and to carry Workers Compensation insurance. The 22nd District Agricultural Association (22nd DAA) has historically elected to carry other insurance coverage, including Property, Earthquake, Equipment, Crime, and Cyber. Currently, these additional policies expire each year on April 30.

As a reminder, the 22nd DAA made a five-year commitment for General Liability insurance when it rejoined the California Fairs Service Authority (CFSA) risk and insurance pool in 2021. Additionally, 22nd DAA has annually obtained Workers Compensation insurance through CFSA. Because CFSA only offers General Liability and Workers Comp insurance, 22nd DAA did not have the option to renew any of the other elected policies through CFSA. As such, there is no action for the Board to take for General Liability and Workers Compensation insurance.

However, other insurance policies – including Property, Earthquake, Equipment, Crime, and Cyber – require action, as they are due to expire on April 30, 2025.

For years, 22nd DAA insurance policies have renewed on May 1 of each year. By rejoining the CFSA risk and insurance pool in 2021 and obtaining Workers Compensation insurance through CFSA, these policy renewal dates have moved to coincide with 22nd DAA's fiscal year, January through December.

### **Process/Approach:**

Beginning in 2023, 22nd DAA has concurrently sought quotes from the Department of General Services Office of Risk and Insurance Management (ORIM) and the private insurance broker that 22nd DAA has historically utilized to procure its insurance coverage. During this process, 22nd DAA confirmed that, **where available** [emphasis added], District Agricultural Associations are required to obtain insurance services through either CFSA or ORIM. (See the attached letter from the California Department of Food and Agriculture dated May 18, 2020).

To date, ORIM has been unable to provide quotes for 22nd DAA on the elected policies because the private broker was already soliciting quotes on behalf of 22nd DAA. This means 22nd DAA is currently unable to change its practice of procuring insurance through the private broker for the elected policies. Additionally, due to the complexities of 22nd DAA property (which include numerous multi-functional and specific-use buildings of various ages on 324 acres spread across three

campuses in a coastal zone), ORIM needs at least six months' lead time to provide firm quotes on potential policies. Therefore, to avoid any gaps in coverage, 22nd DAA has continued to secure the elected policies through the private broker. Currently, 22nd DAA is actively seeking ORIM approval to procure the elected policies – Property, Earthquake, Equipment, Crime, and Cyber – through the private broker before the end of April.

The policy period currently being sought for the elected insurance policies is for eight months. This would allow for a transition to a renewal period away from the busy and vital months immediately preceding the Fair and to better align with 22nd DAA's fiscal year and to provide lead time for ORIM to assist the 22nd DAA with future insurance procurement. However, the quotes received for Property and Earthquake insurance are for 12-month renewals.

Details on quoted policy renewal rates are included following this report.

The Board is not scheduled to meet again until May, past the April 30 renewal deadlines. This means that, based on its meeting schedule, as well as 10-day meeting agenda posting requirements, the Board will be unable to vote on new insurance policies in time to ensure coverage.

Under Section 3965 of the Food & Agricultural Code, the Board has the authority to delegate "to its officers or employees any of the powers that are vested in the board" to "manage the affairs" of 22nd DAA. Section 3965.1 of the Food & Agricultural Code provides, in part, that the Board "may arrange for and conduct, or cause to be conducted, or by contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable." When read together, these sections authorize the Board to delegate to 22nd DAA officers or employees the authority to enter into contracts on behalf of 22nd DAA.

### **Recommendation:**

The Committee recommends that the Board delegate authority to Director Gelfand – the Committee's chair and the Board's first vice president – to meet with the private broker and staff to review, select, and procure the elected insurance policies , and to report back on those selections to the full Board at the May Board meeting.

While the Board has the option to approve the elected insurance policies as presented at the April 8 meeting, a delegation of authority will provide additional time to ask more questions and work through details before executing policies by the end of the month. The Committee welcomes Board input at the April meeting based on the quotes and information currently available.

## Executive Summary & Comparison

### Premiums as proposed:

Line of Coverage	2024/2025 Renewal Premiums	2025/2026 Renewal Premiums Annual
Property	\$357,000.00	\$371,938.00
Property Terrorism	\$16,450.00	\$16,450.00
Earthquake Premium Only <sup>1</sup> See Notes for Terrorism quote	\$200,000.00	\$190,000.00
Crime	\$5,146.00	\$3,644.00
Cyber <sup>1</sup>	\$2,213.00	\$17,257.00
Company Fees (EQ only) <sup>1</sup>	\$2,100.00	\$2,100.00
Surplus Lines Taxes and Fees <sup>1</sup>	\$6,497.15	\$6,657.55
Wholesaler's Broker Fee <sup>1</sup>	\$8,045.00	\$8,500.00
<b>Total</b>	<b>\$597,451.15</b>	<b>\$616,546.55</b>

***<sup>1</sup>25% of the premium and surplus lines taxes/fees is fully earned at inception;  
100% of all other fees are fully earned at inception.***

See Notes for Short term options.

### Payment Options:

- Check – Please make your check payable to Brown & Brown Retail Insurance Services
- Premium Finance available upon request.
- Epay – There is a 3.5% fee if using a credit card and a \$3 fee for ACH.  
Here is the link: <https://bbsocal.epaypolicy.com/>
- Check by Fax – No Fee
- Wire Transfer – We do not charge a fee for this. However, your bank might charge one.

*This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.*

3/31/2025

This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions.  
Coverage cannot be bound until a binder has been received.

## NOTES:

### Property:

- Quoted using same TIV (Total Insured Value) at \$267,371,928 however will be adjusted 2% as contemplated by AFM inflationary adjustment included in rating.
- Premium increase of approx 4% (2% for values inflation and 2% increase on rate).
- AFM is engaging internal Property Valuation Consultant (a licensed appraiser) to opine on the adequacy of the property values by buildings. Goal being to ensure we are properly insured to value for next annual term. They will initiate and address with all parties after the July fair.

Last year based on facility assessments Melinda had revised the Building limits to a total TIV of \$945,107,743 vs our SOV total of \$234,705,531. Melinda advised to keep the insured TIV at lower limits. AFM does think based on unique nature of the assets current SOV limits may be undervalued.

- Quote is based on annual term, however AFM is open to canceling with possible rewrite for 1/1/25 – 1/1/26 on pro-rate basis. **No short term quote provided.**
- Business Income Worksheet is being requested to evaluate limit to current since values have not been adjusted in many years.
- Boiler and Machinery deductible calculation will be on values as of the date of loss, not the values reported.
- **OPTIONAL** changes for 2% reduction - \$7,816, if the following deductibles are implemented:
  - Increase Boiler and Machinery Damage from \$50,000 to \$250,000
  - Apply a water damage deductible of \$250,000 per location
  - Remove miscellaneous Equipment deductible of \$10,000 (then subject to current policy deductible of \$250,000- please refer back as the equipment schedule for values)

### Crime:

- Short-term premium quoted 5/1/25 – 12/31/25 - \$2,436 (note this quote will need to have slight adjustment for 1 extra day as the term expiration date needs to be 1/1 due to 12:01am policy provisions).
- New endorsements:
  - Biometric Data Exclusion
  - Persons or Classes of Persons Excluded (Part-time; Seasonal employees; Independent contractors) **We have gone back to the carrier as this is unacceptable as we do want coverage for staff including seasonal fair employees. We expect there will be some premium adjustment to add back coverage and will advise once requested.**

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3/31/2025

This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions.  
Coverage cannot be bound until a binder has been received.

### Cyber:

- Premium increased as a result of increase in revenues. Prior rating used \$2.8M in revenues and this year is \$87.6M in revenue
- Retention increased from \$5k to \$10K due to grown in size/revenues
- **OPTIONAL:** Increase SIR to \$25K premium reduces to \$13,667 + SL Taxes/Fees
- Short-term quotes (note these quotes will need to have slight adjustment for 1 extra day as the term expiration date needs to be 1/1 due to 12:01am policy provisions):  
5-1-25 to 12-31-25 – \$11,537 + SL Taxes/Fees  
5-1-25 to 12-31-25 with increased SIR to \$25k - \$9,136 + SL Taxes & Fees

### Earthquake:

- TIV (Total Insured Value) quote is based on expiring TIV of \$232,770,353 (refer to EQ SOV)
- Account Rate reduced from \$.086 to \$.082 (5% rate reduction)
- Reminder ITV (insure to value) should be based on 100% of replacement cost values, per replacement cost valuation the company will not pay more than the limit applicable to the lost or damaged property. Hence if the building value is less than cost to replace then there may be a gap of coverage.
- Note only location indicated on the EQ SOV are covered. Limits are not currently synchronized with the Property limits due to EQ carrier required higher TIV.
- Terrorism available for an additional premium of \$95,000 + fees
- Alternative term options:
  - No short term option available. Policy would need to be cancel and re-written, short rate penalty may apply. If re-written the shortened 25-26 term would be pro-rated. 2026-2027 term would be subject to underwriting and potential rate change.
  - Extended Length term (20mos) 5/1/2025 to 1/1/2027 for \$297,479 (incl all fees \$321,005.61 vs annual \$205,808.78 based on full payment). This comes at an 11% rate reduction.
- We have requested an option to include coverage for The Center and will advise once received.

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3/31/2025

This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions.  
Coverage cannot be bound until a binder has been received.



**Renewal is subject to the following:**

- Premiums exclude Terrorism coverage. If you elect to reject terrorism coverage, the enclosed Terrorism Rejection form must be signed and returned at binding. Terrorism is available for an additional premium.
- Receipt of favorable inspection & compliance with reasonable recommendations, if made
- Signed Statement of Values Forms
- Completed and signed applications.
- Signed D1.

**Coverage cannot be considered bound until a binder has been received.**

**Property**

- AFM noted an Improperly Closed Valve during their prior Engineering Visit. AFM is requesting confirmation you use the Red Tag permitting system to support re-opening of sprinkler valves following any work.

**Crime**

- Please confirm what risk management procedures have been implemented to mitigate the risk of future ticket fraud claims (IE: current ticket fraud claim)

**Cyber**

- Signed Coalition Renewal Signature Bundle

# Insurance Renewals

Coverage	Carrier	Total Limits Covered	Deductible	Term	Renewal Premiums 2025-2026	Premiums 2024- 2025	Premiums 2023- 2024
Property*	Brown & Brown - Affiliated FM Insurance	\$267,371,928	Property (including water damage) \$250,000; \$100,000 for Business Interruption; Machinery \$50,000	12-month	\$371,938	\$ 357,265	\$ 354,265
Property Terrorism	Brown & Brown - Affiliated FM Insurance	\$267,371,928	\$250,000	12-month	\$16,450	\$ 16,449	included
Equipment	Brown & Brown - Affiliated FM Insurance	\$267,371,928 (Trams \$873,360)	\$50,000	12-month	Included in Property	Included in Property	Included in Property
Earthquake	Brown & Brown - Excess & Surplus Ins. Co: 33.33% *Palomar *Bricktown Specialty Insurance Co: 13.33% *CUMIS Specialty Insurance Co.: 6.67% *General Security Indemnity Co of Az: 5.00% *Mercer Insurance Co: 6.67% *QBE Specialty Insurance Co: 21.67% *Underwriters at Lloyds of London: 13.33%	\$75,000,000 per occ/agg.	EQ/EQSL - 5% per unit subject to \$50,000 per occ. (buildings include: Grandstand; Mission Tower; 22nd DAA admin; DMTC Admin; 17-Hands; Paddock Club; Caballo Hall; Activity Center; Expo Center; Wyland Center)	12-month	\$ 190,000	\$ 200,000	\$ 175,000
Crime	Brown & Brown - Hiscox Insurance Co.	\$1,000,000	\$25,000	8-month	\$ 3,644	\$ 5,146	\$ 5,146
Cyber	Brown & Brown - *Arch Specialty Insurance Co: 30% *Fortegra Specialty Insurance Co: 30% *Ascot Specialty Insurance Co: 20% *Fireman's Fund Indemnity Co: 20%	\$1,000,000	\$5,000	8-month	\$ 17,257	\$ 2,213	\$ 2,107
Company Fees (EQ only)	Brown & Brown	N/A	N/A	N/A	\$ 2,100	\$ 2,100	\$ 2,100
Surplus Line Taxes & Fees	Brown & Brown	N/A	N/A	N/A	\$ 6,658	\$ 6,497	\$ 5,698
Wholesaler's Broker Fee	Brown & Brown	N/A	N/A	N/A	\$ 8,500	\$ 8,045	\$ 7,045
General Liability	Prism through CFSA	\$100,000 per occurrence self insured retention/\$24,900,000	None	12-month	\$ 500,342	\$ 454,857	\$ 329,606
Business Auto	Prism through CFSA	\$100,000 per occurrence self insured retention/\$24,900,000	None	12-month	Included in GL	Included in GL	Included in GL
D&O/EPLI	Prism through CFSA	\$100,000 per occurrence self insured retention/\$24,900,000	None for D&O/\$10,000 for EPLI	12-month	Included in GL	Included in GL	Included in GL
Workers Comp.	CFSA	\$500,000 per Occurrence Excess coverage: \$50M per occurrence	\$0	12-month	\$ 825,427	\$ 738,670	\$ 769,254
Motor Vehicle	Department of General Services Office of Risk and Insurance Management	Full Liability Coverage	\$0	12-month	\$ 7,627	\$ 4,788	\$ 54,390
<b>TOTAL</b>					<b>\$1,949,943</b>	<b>\$1,796,030</b>	<b>\$ 1,704,611</b>

\*increased Property deductible 2024-2025



## **Item 7-A-2, Finance Committee Report – Statutory Consent for Minisatellite Wagering Site**

### **Background**

In June 2024, Southern California Off Track Wagering Ltd (SCOTWINC) was seeking to license a Minisatellite Wagering Site in downtown San Diego. The proposed location was within a 20-mile radius of the Del Mar Fairgrounds and Racetrack, and, as a result, California's horse racing laws required consent from both Del Mar Thoroughbred Club (DMTC) and the 22nd District Agricultural Association (22nd DAA) to proceed.

DMTC was agreeable to SCOTWINC's request. For 22nd DAA, the consideration of the request was within the authority delegated to CEO Moore by the 22nd DAA Board of Directors for revenue agreements (one year or less with revenue less than \$250,000), and 22nd DAA had previously granted authorization to minisatellite wagering operations. The Agreement to Provide Statutory Consent for the Operation of a Minisatellite Wagering Site (Agreement) was executed with SCOTWINC on June 22, 2024, and the Agreement was provided to the 22nd DAA Board at the September 2024 meeting.

SCOTWINC is now seeking to extend the agreement beyond the original term.

### **Process/Approach:**

Under the provisions of the Business and Professions Code section 19605.25, subdivision (a)(1), and because the Proposed Minisatellite Wagering Site is within 20 miles of 22nd DAA premises, 22nd DAA must consent to the Proposed Minisatellite Wagering Site before it may be approved by the California Horse Racing Board.

The current Agreement is for one year with the option to extend it for an additional term not to exceed three (3) years, so any consideration for extension must be approved by 22nd DAA Board.

The following is intended to provide the Board with context on SCOTWINC and the proposed extension for the minisatellite wagering location:

- SCOTWINC is the entity that administers the network of satellite wagering facilities in California.
- While the 22nd DAA operates an Off-Track Betting site at the Fairgrounds, a downtown location provides easier brick-and-mortar access to residents and visitors from other areas of San Diego County.

- While SCOTWINC locations continue to generate revenues for the California racing industry, in-state brick-and-mortar wagering at these locations has declined due to many customers gravitating to online wagering platforms. As such, SCOTWINC's handle across California has declined 49% over the last 10-years and 38% in the last 5-years.
- As defined by California statute, minisatellite operators receive a share equal to 2% from total wagering generated at their location.
- Several years ago, two minisatellite wagering locations – Oceans 11 (Oceanside) and Striders (Gaslamp District) – were opened in San Diego County. As both locations were within a 20-mile radius of the Fairgrounds, consent was required from 22nd DAA and DMTC.
  - 22nd DAA received 1% of the handle from each location in exchange for providing its consent (DMTC provided consent to both locations without compensation). Due to challenging economic conditions, both locations permanently closed their minisatellite locations during the pandemic.
- Prior to the downtown San Diego location, the most recent minisatellite location to require a waiver was the Derby Room in Norco, which was opened in 2019. Because that location is within a 20-mile radius of the National Orange Show, consent by the National Orange Show was required.
  - According to SCOTWINC a one-time payment of \$40,000 was provided to the National Orange Show in exchange for their permanent waiver of the 20-mile radius rule.
- Currently, the 22nd DAA's portion of the handle (0.50%) received from the minisatellite wagering operation in downtown San Diego is \$8,346 for the period that began with Del Mar's 2024 summer meet on July 20, 2024.

### **Recommendation:**

Per section 2 of the Agreement, the Committee recommends approval of the extension of the Agreement to Provide Statutory Consent for the Operation of a Minisatellite Wagering Site at the Gaslamp Tavern located at 868 Fifth Avenue, San Diego, California, 92101, for a period of three (3) years, through June 20, 2028.



## **AGREEMENT TO PROVIDE STATUTORY CONSENT FOR THE OPERATION OF A MINISATELLITE WAGERING SITE**

This Agreement to Provide Statutory Consent for the Operation of a Minisatellite Wagering Site ("Agreement") is made and entered into by and between the 22<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION, a California state institution ("District"), and the Southern California Off Track Wagering Ltd., a California limited partnership ("SCOTWINC") (each singularly a "Party" or collectively, the "Parties"), and is made with reference to the following facts:

### **RECITALS**

- A. District is a "Racing Fair" as that term is defined in Business and Professions Code section 19604, subdivision (a)(13).
- B. District is a "State Designated Fair" as that term is defined in Business and Professions Code section 19418, and a "District Agricultural Association" as that term is defined in Business and Professions Code section 19418.1, subdivision (22).
- C. District is authorized by the California Horse Racing Board to operate on District's property located at 2260 Jimmy Durante Boulevard, Del Mar, California, 92014 (the "District's Premises") (1) an annual live horse race meet and (2) Satellite Wagering as set forth in Business and Professions Code, Division 8 [Special Business Regulations], Chapter 4 [Horse Racing], Article 9.2 [Satellite Wagering], Sections 19605, *et seq.*
- D. SCOTWINC is an organization established under the provisions of Business and Professions Code Section 19608.2 in California and, in connection therewith, SCOTWINC (i) operates the audiovisual signal system by which the racing program from certain licensees are transmitted to, among other places, various satellite wagering facilities, including the "Minisatellite Wagering Sites" described in Section 19410.7 of the Business and Professions Code, and (ii) facilitates wagers on the transmitted races (collectively, SCOTWINC's "Statutory Functions").
- E. SCOTWINC desires to operate perform its Statutory Functions at a Minisatellite Wagering Site (as that term is defined in Business and Professions Code section 19410.7) to operate at the Gaslamp Tavern located at 868 Fifth Avenue, San Diego, California, 92101 ("the Proposed Minisatellite Wagering Site"), and at no other location or locations within 20 miles from District's premises. The Proposed Minisatellite Wagering Site is located less than 20 miles from District's Premises.
- F. Under the provisions of Business and Professions Code section 19605.25, subdivision (a)(1), and because the Proposed Minisatellite Wagering Site is within 20 miles of District's Premises, District must consent to the Proposed Minisatellite Wagering Site before the



Proposed Minisatellite Wagering Site may be approved by the California Horse Racing Board as a Minisatellite Wagering Site.

G. For the purpose of this Agreement, the following definitions are applicable:

"Parimutuel wagering" shall, as provided in Business and Professions Code section 19411, mean: "a form of wagering in which bettors either purchase tickets of various denominations, or issue wagering instructions leading to the placement of wagers, on the outcome of one or more horse races. The association distributes the total wagers comprising each pool, less the amounts retained for purposes specified in this chapter, to winning bettors based on the official race results."

"Handle" shall, as provided in Business and Professions Code section 19411.1, mean: "the aggregate contributions to pari-mutuel pools."

"Conventional parimutuel pool" shall, as provided in Business and Professions Code section 19412, subdivision (a), mean "the total wagers under the parimutuel system on any horse or horses in a particular race to win, place, or show."

"Exotic parimutuel pool" shall, as provided in Business and Professions Code section 19412, subdivision (b), mean "the total wagers under the parimutuel system on the finishing position of two or more horses in a particular race, such as quinella or exacta wagers, or on horses to win two or more races, such as daily double wagers, pick six wagers, or on other wagers approved by the board."

"Proposition parimutuel pool" shall, as provided in Business and Professions Code section 19412, subdivision (c), mean the "total wagers under the parimutuel system on propositions approved by the board that are based on the results of a live quarter horse or harness horse race or races."

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

#### **AGREEMENT**

1. Recitals. The Recitals are a material and substantive part of this Agreement and are incorporated as though set forth in full at this point.
2. Term.
  - (a) This Agreement shall commence on the later of: (1) the execution of this Agreement by the Parties to this Agreement or (2) the issuance by the California Horse Racing Board of a license for the Proposed Minisatellite Wagering Site to be operated as a Minisatellite Wagering Site.
  - (b) This Agreement shall have a one-year term and shall terminate on June 21, 2025, unless the Parties mutually agree in writing, in advance of the termination date, to extend the Agreement for an additional term not to exceed three (3) years.
  - (c) This Agreement shall be automatically terminated upon the bankruptcy, insolvency or dissolution of either party to this Agreement or upon the failure to obtain or the withdrawal of any approvals required by any applicable laws as to the transactions contemplated herein.
  - (d) Notwithstanding anything to the contrary in this agreement, District shall have the right to terminate this Agreement (i) ten (10) days after written notice to SCOTWINC of nonpayment of any moneys due to District under this Agreement, or (ii) immediately upon written notice to SCOTWINC, if SCOTWINC materially breaches any other obligation

under this Agreement or is in violation of local, State or Federal law. Notwithstanding any termination of this Agreement by District under the provisions of this Paragraph 2(d), District shall also be entitled to avail itself of any other right or remedy provided to it under this Agreement or at law or equity.

(e) Any termination of this Agreement shall not affect any outstanding obligations or indemnities of the Parties to this Agreement.

3. District's Obligations.

A. District agrees to assist SCOTWINC during the application process to the California Horse Racing Board for the California Horse Racing Board's issuance of a license for the Proposed Minisatellite Wagering Site to be operated as a Minisatellite Wagering Site; including, but not limited to, providing to the California Horse Racing Board any written approval required under the provisions of Business and Professions Code section 19605.25, subdivision (a)(1). District also agrees to provide any and all documentation and information reasonably required during the application process.

B. District agrees it will work with SCOTWINC in good faith to promote each other's business when possible.

C. District agrees that any promotions or player awards must be mutually agreed upon by the Parties in advance and will be drawn from pari-mutuel commissions.

4. SCOTWINC's Obligations.

A. SCOTWINC will pay to District 0.50% of the handle generated from SCOTWINC's Minisatellite located at 868 Fifth Avenue, San Diego, CA 92101 for the first year of this Agreement. Payments due and owing to District shall be paid not later than the 10th day of each month following the month in which the revenues are earned.

B. All of SCOTWINC's operations shall materially comply with the applicable laws, regulations, and ordinances of the United States, the State of California, and the City and County of San Diego; including, but not limited to, all applicable laws, regulations, and ordinances relating to the operation of a Minisatellite Wagering Site, and all regulations promulgated by the California Horse Racing Board. SCOTWINC shall procure and keep in force during the term of this Agreement, all applicable permits and licenses required by all pertinent laws and regulations of the United States, the State of California and the City and County of San Diego.

C. To the fullest extent permitted by law, SCOTWINC shall defend, indemnify, and hold harmless District, the State of California, and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of District. Provided, however, that in no event shall the SCOTWINC be obligated to defend or indemnify District with respect to the sole negligence or willful misconduct of District, its Directors, employees, or agents (excluding SCOTWINC or any of its employees or agents.)

D. SCOTWINC agrees it will work together with District in good faith to promote District's business when possible.



5. Applicable Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California and any action to enforce, defend or prevent breach of this Agreement shall be brought in the Superior Court in and for the County of San Diego.
6. Entire Agreement. This Agreement constitutes the entire fully integrated written agreement among the parties with respect to the subject matter hereof and may not be modified or waived except by a writing duly executed on behalf of the party to be bound by any such modification or waiver.
7. Agreement Freely Entered Into. This Agreement is freely and voluntarily entered into by all parties to this Agreement. The Parties, and each of them, have been fully advised by their respective counsel of record as to the contents, meaning, and significance of this Agreement, and the terms of which are contractual and not a mere recital, and they fully understand the terms and effects of this Agreement. All parties hereto acknowledge that they execute this Agreement of their own free will and under no threat, menace, coercion, or duress from any party. The parties hereto further acknowledge that they execute this Agreement acting on their independent judgment and upon the advice of their respective counsel of record, without any representation, express or implied, of any kind from any other party, except as specifically set forth in this Agreement.
8. Binding on Successors and Assigns. This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties to this Agreement and their respective commissioners, directors, elected and appointed officials, employees and agents, and the successors and assigns of each of them, separately and collectively.
9. Counterparts. This Agreement may be executed in one or more counterparts and, when executed by each of the Parties to this Agreement, and those counterparts shall constitute a single valid agreement even though each of the signatory Parties may have executed separate counterparts of this Agreement.
10. Indemnification. The indemnification provisions of this Agreement, including but not limited to those set forth in Paragraph 4(C), shall survive the termination of this Agreement.
11. Relationship of Parties. That for purposes of this Agreement, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
12. Amendments. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed by each Party's duly authorized representative.
13. No Third Party Rights. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of the Parties to this Agreement.
14. Prohibition on Assignment. This Agreement is not assignable by the either Party, in whole or in part, without the prior written consent of the other Party to this Agreement.
15. Severability. If any covenant, term, condition or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law
16. Notices. Any notices required or permitted to be given under this agreement shall be addressed as follows:



To the 22nd District Agricultural Association:

Carlene Moore  
Chief Executive Officer  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
cmoore@sdfair.com

To Southern California Off Track Wagering Incorporated:

Rick Baedeker  
General Manager  
PO Box 255563  
Sacramento CA 95825

Dated: Jun 22, 2024

22nd District Agricultural Association

By:


  
Carlene Moore (Jun 22, 2024 15:53 PDT)

Carlene Moore  
Chief Executive Officer

Dated: Jun 22, 2024

Southern California Off-Track Wagering Ltd.,  
A California limited partnership.

By: Southern California Off-Track Wagering Incorporated, a  
California corporation, its General Partner

By:   
Rick Baedeker, its General Manager



## **Item 7-B, Delegation of Authority for Fire Watch Services Agreement**

### **Background:**

In February 2024, the 22nd District Agricultural Association (22nd DAA) engaged California Construction Authority (CCA) to update and/or replace the Grandstand Fire Alarm System (System), which is also connected to Mission Tower, the Administration Building, the Del Mar Thoroughbred Club's administrative offices, and Caballo Hall. At that time, the System was still functioning. However, in May 2024, the System became inoperable, and the California State Fire Marshal's Office (Fire Marshal) mandated the Grandstand to be on 24-hour, seven (7) day a week "Fire Watch." This service requires round-the-clock patrols through the six-story building to check each space and door for potential fires.

In May 2024, 22nd DAA executed a contract with Elite Show Services to perform these services. The contract was procured as a Public Exigency contract, an exception to the competitive bid process given its emergency nature per the Fire Marshal's requirement.

22nd DAA anticipated Fire Watch service would be needed through September 2024 to ensure CCA had time to finish the project. The State Fire Marshal conducted an inspection in October 2024, but the System did not operate properly in all buildings. Some of the elements that failed the inspection — door magnets and HVAC units — were not included in the original scope of work with CCA. In September 2024, 22nd DAA executed a Funding Change Order with CCA to rectify these issues. In the meantime, the State Fire Marshal required the Grandstand to remain on Fire Watch.

In December 2024, the State Fire Marshal conducted another inspection, and the System failed due to duct detectors not working and Post-Indicator Valves (PIV) not operating properly or missing. 22nd DAA executed a second Funding Change Order with CCA and continued work on the project to rectify the issues.

The State Fire Marshal conducted a third inspection in February 2025. The System failed again, this time due to continued problems with duct detectors and missing equipment. 22nd DAA, CCA, and Standard Electronics, the contractor for the project, have been working to rectify all issues. According to Standard Electronics, as of March 31, 2025, the System elements are now in good working condition. Another Fire Marshal inspection is scheduled for April 7, 2025. If the System passes inspection, 22nd DAA will no longer require Fire Watch services for the time being.

Currently, Allied Universal is providing Fire Watch services after Elite abruptly ceased Grandstand Fire Watch services in March 2025. The current contract for Fire Watch Services expires April 30, 2025, and Fire Watch may still be required for the Grandstand, depending on the results of the April 7 inspection. As discussed during the March Board meeting, it is no longer appropriate to procure this service under a Public Exigency exception. Therefore, 22nd DAA is moving forward with a competitive solicitation process in the form of an Invitation for Bid (IFB) to secure Fire Watch Services — as needed — at the Fairgrounds beyond April 30, 2025.

### **Process/Approach:**

#### **IFB Process and Timeline**

The IFB is scheduled to be released on April 2, 2025, with all bids submitted by April 15, 2025. The public bid opening will occur on April 17, 2025.

Out of an abundance of caution, 22nd DAA created an IFB that is for general on-call/as-needed fire watch services on 22nd DAA property. The decision to expand the original scope of the contract will allow the 22nd DAA to be better prepared if other fire alarm systems on the property become inoperable. The IFB makes it clear that any services during the term of the contract are on-call and as-needed. The term of the contract would be three (3) years, with two (2) one-year options for renewal. The District anticipates that the Fire-Watch Services needed for the Grandstand will conclude before the annual San Diego County Fair in June 2025. The IFB would address any remaining immediate needs in the Grandstand but also will be a resource for any future Fire Watch needs.

#### **Delegation of Authority Request**

The current contract for Fire Watch services ends April 30, 2025. Per District Policy 4.03 Contracts and Procurement, competitive solicitations require Board approval. The Board is not scheduled to meet again until May, past the April 30 expiration of the current Fire Watch services agreement. This means that the Board will be unable to vote on any awarded contract for services that may need to commence on May 1.

Under Section 3965 of the Food & Agricultural Code, the Board has the authority to delegate “to its officers or employees any of the powers that are vested in the board” to “manage the affairs” of 22nd DAA. Section 3965.1 of the Food & Agricultural Code provides, in part, that the Board “may arrange for and conduct, or cause to be conducted, or by contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable.” When read together, these sections authorize the Board to delegate to 22nd DAA officers or employees the authority to enter into contracts on behalf of 22nd DAA.

**Recommendation:**

Delegate authority to Board President Frederick Schenk to approve the competitively bid contract for Fire Watch services and report back on the contract to the 22nd DAA Board at the next regularly scheduled and noticed Board meeting.



## **Item 7-C, DMTC Liaison Committee Report**

### **Background**

The DMTC Liaison Committee (the Committee) is charged by the 22nd District Agricultural Association (22nd DAA) Board Chair to:

- Meet with the Del Mar Thoroughbred Club (DMTC) on matters related to the horse racing industry and horse racing at the Del Mar Fairgrounds;
- Review financial and contract performance by DMTC;
- Report to the Board on the status of horse racing and making recommendations regarding matters pertaining to District's relationship with DMTC.

### **Process/Approach**

The Committee met recently with DMTC to discuss the state of the horse racing industry and was joined by Premier Food Services (Premier) to discuss ideas for generating new business through food and beverage opportunities.

As a reminder, this year's DMTC summer race meet will open on Friday, June 18 and operate for 31 days concluding on Sunday, September 7. The fall season will operate Fridays through Sundays beginning October 30 through December 1, following the return of the Breeders' Cup World Championships on October 31 and November 1, 2025.

### **Industry Updates**

Following the closure of Golden Gate Fields in June 2024, the last privately held horse race track in Northern California, only fairgrounds racing through California Authority of Racing Fairs (CARF) remained. CARF formed Golden State Racing last fall to conduct a race meet at the Alameda County Fairgrounds in Pleasanton but ceased operations after just two months.

Southern Stabling and Vanning Committee, of which DMTC is a voting member, approved funding stabling at Pleasanton as an auxiliary training facility of Santa Anita Park and a supplement to CARF purses through the first week of June 2025 when the Alameda County Fair meet would commence. But in January 2025, Alameda County Fair and CARF decided to end stabling at Pleasanton as of March 25, 2025.

In a March 14 memo to state legislators, CARF said the shift to a focus on southern California, where racing remains viable, "aims to create a more sustainable and financially viable model for the future." The memo is included on subsequent pages.

As live horse racing in Northern California has now come to an end, the Committee discussed the potential impacts to Southern California racing and specifically to Del Mar.

The early indications are that the industry in California will shift toward southern California racetracks, and that Del Mar will continue to remain a strong horse-racing destination. Thus far, the field size at Santa Anita Park has increased – and so has wagering.

To provide additional insight on the state of horse racing in California, the following pages also include an interview with Bill Nader, President and CEO of the Thoroughbred Owners of California, by the Paulick Report.

### **Food & Beverage**

The Committee, along with DMTC and Premier, discussed ideas to improve the guest experience at live meets through enhanced food-and-beverage opportunities offered at tiered levels.

DMTC, 22nd DAA, and Premier agreed to continue working collaboratively to further develop the food-and-beverage offerings at the live race meets.

### **Future**

The Committee remains bullish on the future of racing and encourages all 22nd DAA Board members to be ambassadors of racing by promoting and attending the race meets. The Committee discussed opportunities for Board members to be more involved when attending the races, including:

- Visiting the Paddock between races
- Presenting a trophy during an official Winners' Circle presentation
- Engaging with horse owners/trainers during pre-race activities in the Paddock.
- Engaging with industry stakeholders and legislators/staff in the Directors Room.



*a California joint powers agency*

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## MEMORANDUM

**TO:** California State Legislators  
**FROM:** Dana Stoehr  
**DATE:** March 14, 2025  
**SUBJECT:** California Authority of Racing Fairs (CARF) Reorganization Plan

Dear Honorable State Legislators,

The California Authority of Racing Fairs (CARF) is undergoing a strategic reorganization in response to the significant decline in California horse racing. This shift will transition CARF's focus away from supporting on-track (live) horse racing operations in Northern California and toward sustaining and enhancing the remaining fairground satellite wagering centers. Live horse racing will continue to be supported in Southern California, ensuring a structured and sustainable future for the industry.

The decline of live horse racing in Northern California has been significant, with participation and revenue decreasing over time. Financial and regulatory challenges have made it unviable to continue supporting seasonal on-track horse racing operations during the summer fair circuit. Given these realities, CARF has determined that continuing to fund and manage live racing in Northern California is no longer a sustainable option.

As part of its reorganization, CARF will shift its focus from managing on-track racing to supporting California fairground satellite wagering centers, ensuring these venues remain functional and financially viable. Additionally, CARF will continue providing resources and administrative support to live racing in Southern California, where racing remains more viable. This transition is designed to protect the long-term future of fairground wagering operations across the state while adapting to industry changes.

The impact on Northern California racing is a key consideration in this restructuring. The reorganization acknowledges the economic and regulatory realities that have led to the decline of live racing in the region, making its continuation at Northern California fairs increasingly difficult. CARF is committed to assisting affected stakeholders in transitioning to a more sustainable wagering model, ensuring that fairgrounds continue to serve their communities effectively.

C A L I F O R N I A   A U T H O R I T Y   O F   R A C I N G   F A I R S



**Conclusion:**

The CARF reorganization is a necessary response to the evolving horse racing landscape in California. By shifting focus from Northern California live racing to fairground satellite wagering centers and continuing support for live racing in Southern California, CARF aims to create a more sustainable and financially viable model for the future. We appreciate the Legislature's support in this transition to preserve the integrity and function of California's fairgrounds and racing infrastructure.

For further discussion or questions, please contact Dana Stoehr, Chair

Dana Stoehr, CARF Chair: [dstoehr@smcec.co](mailto:dstoehr@smcec.co)

# Breeders' Cup Forum: Bill Nader, President And CEO Of Thoroughbred Owners Of California

Thoroughbred Owners of California president and CEO Bill Nader began his professional career in horse racing in 1979 at his hometown track, Rockingham Park in New Hampshire, which ran its last Thoroughbred race in 2004. After leaving "The Rock," Nader spent 13 years with the New York Racing Association, departing in 2007 as senior vice president and chief operating officer for an opportunity to work with the Hong Kong Jockey Club. Nader, 67, had two lengthy stints in Hong Kong, serving as executive director of racing from 2007-'16 and 2018-'22 before taking on his current position with TOC in October 2022.

It's been an eventful time for California racing and the TOC over the last several years. The sport has been repairing its image with the general public since the local and national media put Santa Anita under a microscope in 2019 during a winter meet that saw the deaths of more than 30 horses. The response to that crisis from track management, TOC and the California Horse Racing Board led to significant reforms that have helped make California among the safest places to race in the U.S.

But horse racing in California also faces economic challenges as it is one of the only jurisdictions to rely exclusively on revenue from pari-mutuel wagering on live and simulcast racing. There are no revenues from casinos, slot machines, card rooms, or historical horse racing wagering.

In July 2023, The Stronach Group stunned Northern California horse racing participants with the announcement it would shutter Golden Gate Fields by year's end – later extending the closure by six months. In the wake of that move came efforts by the California Authority of Racing Fairs (CARF) to hold extended race meets at the Alameda County fair in Pleasanton, but that resulted in a massive financial failure that leaves the region with no live Thoroughbred racing in 2025, with the possible exception of a short summer meet at a small county fair in Ferndale – not far from the Oregon border.

There's been a great deal of acrimony and finger-pointing between interests in the north and south, but the creation of a single circuit in Southern California at the expense of many Northern California horsemen and their employees has led to a slightly improved economic outlook for the south.

To talk about that and other challenges for California horse racing, Nader was interviewed by Paulick Report publisher Ray Paulick.

**Did the south kill the north? That's what Northern California owner-breeder George Schmitt told Daily Racing Form after he and fellow horseman John Harris were unable to revive the Alameda County fair meet at Pleasanton for this summer**

*Bill Nader:* Racing in the north was on the ropes when Golden Gate Fields closed but the real knockout blow was the devastating outcome of Golden State Racing at Pleasanton. Golden Gate closed in June of last year, and following the summer fair circuit, the north was determined to try and carry on with a new race meet, Golden State Racing at Pleasanton, from mid-October to mid-December last year. If the north was to fail, it wanted to fail on its own, and they just wanted the chance.

A meeting was held recently before the Alameda County Fair Board of Supervisors, where it was reported that the operating loss was \$1.9 million for the 25-day Golden State Racing two-month season. In mid-December, Alameda County Fair and CARF (California Authority of Racing Fairs)

announced that Golden State Racing was finished and the California horse racing industry quickly picked up the pieces. This included the south's Stabling and Vanning Committee and Alameda County Fair executing a stabling agreement on Christmas Day with the three racetracks in the south and the TOC agreeing to pick up the cost of stabling and training at Pleasanton. In addition, round-trip transportation costs from Pleasanton to Santa Anita were provided and Santa Anita agreed to lowering the bottom claiming level. New races were specifically written for Northern California horses and Santa Anita provided relocation allowances to further help with the transition. It was a very good response at a chaotic time.

In January, by a unanimous 6-0 vote, CARF voted not to pursue traditional race dates in 2025 for Pleasanton, Sacramento, Ferndale, and Fresno.

So the answer to your question is no.

We presented in January of 2024 a very clear picture of the California racing industry, which stated that the south would support any plan for racing to continue in the north provided it had proper funding, environmental compliance, and a business plan that made sense. That document lives on the CHRB website. The TOC cautioned the industry that the handle projections for Golden State Racing were unrealistic, and any CHRB consideration for 2025 race dates for Golden State Racing should be tied to a review of the 2024 business results from October to December.

Now, because of our pessimistic outlook, many interpreted that as the south not supporting the north or trying to kill the north. It was a frivolous claim then, and a frivolous claim now, particularly when we know the unfortunate outcome of Golden State Racing.

Our main concern was California does not have ancillary revenue, and yet it was trying to support two full-time circuits, both of which were in a downward spiral. In our view, Golden State Racing looked like a bad bet, but like most we accepted that the north did deserve its chance. Unfortunately, the results were worse than anyone could have imagined, and it led to the end of CARF and racing in the north as we knew it.

**Training for Northern California horses was to continue at Pleasanton until June. Who decided to cut that short and force the horses and people to vacate in late March?**

CARF and the Alameda County Fair issued written notice on Jan. 29 to terminate the agreement on March 25.

Our stabling agreement was with CARF and Alameda County Fair, along with the South Stabling and Vanning Committee, which effectively is TOC, Santa Anita, Del Mar, and Los Alamitos. But in the agreement, it's stated that CARF and Alameda County Fair had the exclusive right to determine whether the agreement would be extended beyond March 25, and we put in a clause at my request to say that they had to exercise their right if they wanted to terminate before I think it was Feb. 25 – one month's notice. That way, if they were to do it, it would be proper notice for the people and the horses to figure out a go-forward plan. They issued the written notice on Jan. 29 – both Alameda County Fair and CARF – that they would exercise their right to terminate the agreement on March 25.

**So everyone at Pleasanton has known since late January,**

From Jan. 29 to March 18, yes, they knew it. That took the horse population down from 850 horses on Christmas Day, and it dwindled down to just over 300 March 18. So a lot of horses and people did move out and relocate, with a fair number – about 200 – coming down here to the south at Santa Anita, Los Alamitos, and San Luis Ray.

**With no racing in Northern California, the simulcast host fees that previously stayed in the north are now being diverted to Southern California. What's the projected windfall for purses and the tracks?**

It would be about \$20 million, possibly as much as \$23 million, divided between purses and track commissions. So those revenues are first directed to pay our share of \$18 million in annual regulatory cost. And it paved the way for our first purse increases, which began on Feb. 28, and every California race meet will benefit from increased purses throughout the balance of 2025. That'll be the case at Santa Anita, Los Alamitos, and Del Mar, and then a second round of increases would be expected when we move into 2026.

The purse increases in Santa Anita are also partly due to the encouraging business results through the first three months of the year. Handle has shown a solid increase. Field sizes are up 6.96 last year to 7.5 this year, which is impressive, because you have to also consider there have been 67 more races run through March of this year. So consolidation to the single circuit is working, and horses and people from Northern California have really, in large part, made the transition.

**The Humboldt County Fair in Ferndale – which is more than 250 miles north of San Francisco – is looking at running a race meet this summer, which would permit them to retain simulcast revenue. How much of an impact could that have on the projections you mentioned?**

Well, that's a delicate topic. The Humboldt County is only in operation from Aug. 16 to the 24th and it's closed for two days during that brief period. As you know, it has a great reputation for family fun, and I'm talking about the actual fair with the rides and the cotton candy.

Now, when you go to the horse racing side of the equation, Ferndale is generally allocated two weeks of racing, and in the past, it would share that (simulcast) revenue with Golden Gate. The number of individual horses from California that participate at Ferndale is less than 100 in total – very few make the trip. Nearly half of the horses that run at Ferndale are from Oregon or from out of state. You might have more California-based horses running on one day at Del Mar, than you might see over three weeks at Ferndale.

So the real issue is those weeks are among the most lucrative of the year because Del Mar and Saratoga are in full swing. It's not a secret. Everybody knows it's about the simulcast money. Now, the quality of racing at Ferndale is on the low end, with small field sizes and handle of about \$400,000 per day from all sources. The simulcast revenue is the main attraction. We're talking about \$1.5 million to \$2 million in revenues. It's hard to say what may or may not happen, but yes, it could possibly be a big blow to Del Mar and California-based owners, breeders, trainers and jockeys, so we'll need to wait and see how that plays out,

**With Golden Gate closed and the Northern California fairs on the ropes, what impact is this having on California's foal crop?**

We're about one-third of where we were 20 years ago. Now, talking to the California Thoroughbred Breeders Association (CTBA), the foal crop will, in their view, be sufficient to support one circuit. The number of mares bred was off by only 6.5 percent last year. The expectation is we'll bottom out at approximately 1,000 foals, where the quality will remain intact, and we will still offer \$20 million in restricted purses and \$30 million in racing and incentive programs for California-breds.

**What percentage of starters are Cal-breds?**

In the north, it was a much higher percentage – about 60 percent. In the south, I would say it's around 35 to 40 percent.

**As you know, Belinda Stronach closed Golden Gate, sold Pimlico to the state of Maryland and plans to shut down Laurel Park after Pimlico is rebuilt. She owns Santa Anita and Florida's Gulfstream Park – very valuable real estate properties – and is pushing for legislation in Florida to separate, or decouple, their racing license from their slot machine permit, which many fear would end racing at Gulfstream. There have been published reports that she is also looking to potentially sell or develop Santa Anita. Has The Stronach Group or 1/ST Racing given TOC any direct indication of their future plans for Santa Anita?**

No. Santa Anita may be the most beautiful racetrack in the world. Any talk about losing Santa Anita as The Great Race Place would be a very sad day for racing enthusiasts across the country and across the world, but no indication to date.

**Have their actions led you to believe that they are operating as a lame-duck racetrack owner.**

We're watching Florida very closely. I don't know. It's something we have to pay close attention to. I think California is a little bit different (from Florida), but I would not jump to that conclusion.

**If Santa Anita is for sale, would it make economic sense for someone to buy it at market price for the sole purpose of operating as a racetrack?**

It's one of the world's great racetracks on any scorecard. I would just say anything is possible on that.

**Is there a contingency plan for California racing should Santa Anita be sold or developed?**

We still need to work that out. We lost Hollywood Park, Bay Meadows, Golden Gate, so we would be left with Los Alamitos and Del Mar in that scenario. We would need to look at racing and stabling in tandem. It's difficult to give you a complete answer at this stage, but it's our job to consider different scenarios to ensure continuity. We are willing to explore all options, some of which might be outside the box, but it's too early to say.

**There seemed to be momentum late last year, based on a New York Times story, toward installation of the historical horse racing machines that have been so important to racing in Kentucky and other states. It's been quiet lately. What's the current status?**

Well, it's a priority. We believe we deserve the opportunity to go forward, and we also recognize there's still much work to be done. Tribal gaming has a big presence in this state. It's our hope that the state of California would like to preserve and protect the long history of horse racing, the 37,000 jobs, – many of which are union jobs – and the \$2.5 billion in economic impact. Other major states have found a way to work this out. Surely, there's room here for the tribes and horse racing to coexist in this state.

**So what has to happen?**

We have to find common ground with the tribes. California, is a big state with a massive population. There's plenty of room for both of us, but we're going to need to find common ground with the tribes to really break through.

**Is there an ongoing dialog right now?**

It's a work in progress. As I said earlier, there's still much work to be done. I would say we're still at the early stages.

**There were two sports betting propositions on the ballot in California a couple of years ago and it was a very confusing situation with non-stop ads for and against the ballot measures, with different tribes taking different positions on them. Both measures lost badly. Is there one group**



**that speaks for all tribes? Or is that part of the problem, that there's so many tribes to be dealing with here?**

It's part of the problem. In the 2022 ballot, there was Prop 26 and Prop 27 – one was brick and mortar only, and the other was online. There were a lot of confusing messages, and there was a lot of money spent.

What we really need to do is have serious dialog with the tribes, which we would then let them navigate through their own network and then come back to us, and hopefully that's where we can find a way to coexist, where it can be a win-win scenario. But I think there are about 100 tribes in the state of California, so I would not underestimate the complexities.

**You came from Hong Kong, where horse racing and government have a very strong partnership. Is there a path forward to make that happen in California?**

There's a mutual respect, trust, and a great working relationship between the Hong Kong Jockey Club and Hong Kong government, which makes it unique. Now the Hong Kong Jockey Club is the operator and regulator, and it has a gaming monopoly to conduct wagering on horse racing, sports betting and lottery. It channels gaming demand responsibly and then returns billions of dollars to the government and charities. It has a world-class brand, top management team led by Winfried Engelbrecht-Bresges, and they deliver year after year. Their blueprint for success is hard to match.

In California, we do have the iconic racetracks, the history, the legendary horses, jockeys, and trainers, but have yet to break through with government support that would help us remain competitive with other major racing jurisdictions. That's a big difference between California and Hong Kong.

It's frustrating at times here, but hopefully we can find a way to fix that and prove to state government our relevance and the reason why we should be preserved and protected and given the ability to coexist with the tribes in a new wagering landscape over a state that has a population of 38 million people.



## **Item 7-D, Report of the State Race Track Leasing Commission and Del Mar Race Track Authority Meetings**

The Del Mar Race Track Authority (Authority) and State Race Track Leasing Commission (Commission) met on March 21, 2025.

### **Commission Meeting Recap**

The primary purpose of the Commission meeting was to:

- 1) Consider pursuing research to restructure or refinance the Del Mar Race Track Authority Revenue Bonds, Series 2015;
- 2) Amend Sections 8, 9, and 10(2) of the Joint Exercise of Powers Agreement (JPA) discuss the timing and disposition of the Grandstand asset and all related improvements under Section 9;
- 3) Discuss whether to develop a policy for the distribution of event tickets;
- 4) Authorize a designee to create and install a plaque recognizing each individual that has served as a Commissioner of the State Race Track Leasing Commission since its inception in 1968; and
- 5) Discuss teleconference participation in meetings.

The Commission concurred with recent 22nd District Agricultural Association (22nd DAA) actions by:

- Voting not to pursue a refinance or restructure of the Authority Bonds in 2025 given the expectation for no future turbo repayments, as well as the deterioration of savings with the rise in market rates; and
- Voting to amend the JPA for the Authority to clarify:
  - That, for accounting purposes, the financed assets shall be reflected in the audited statements of the 22nd DAA as 22nd DAA assets;
  - The role of the Commission and 22nd DAA regarding the improvements to the grandstand located at the 22nd DAA's fairgrounds; and
  - To extend the time to complete the report of the annual audit given the Commission's staff and resource-related constraints.

Counsel regularly assigned to the Commission was unavailable for the March 21 meeting, so a planned discussion whether to develop a policy for the distribution of event tickets was tabled to a future meeting.

The Commission also authorized Commissioner Michael Flores of the Department of Food and Agriculture to work with 22nd DAA CEO Carlene Moore to create and install a plaque recognizing each individual who has served as a Commissioner of the State Race Track Leasing Commission since its inception in 1968.

## **Authority Meeting Recap**

The primary purpose of the Authority meeting was to:

- 1) Conduct the annual general business of electing its officers; and
- 2) Authorize RTA Secretary Moore to create and install a plaque recognizing each individual that has served as a Board Member of the Del Mar Race Track Authority since its inception in 1990.

The Authority also received an update on the accounting for assets built or improved upon using bond revenue following recent actions by the 22nd DAA Board of Directors and the Commission.

As a reminder, the Authority was formed August 1, 1990, through the JPA between the District and the Commission — and was subsequently amended in 1996, 2013, 2015, 2024, and 2025 — for the “purpose of financing the capital improvements, renewals, and replacements at the District’s fairgrounds.”

Further consideration of the proposed plaque would require the identification of costs and funding as neither the Commission nor the Authority has a source of operating revenues. The Commission and Authority discussed the possibility that the plaque could be funded through donations, and Authority members Mark Arabo and Kathryn Mead pledged to donate to the effort.



## **Item 7-F, Present Revisions to Policy 6.01 Event Ticket for Feedback**

### **Background:**

In late 2024, the 22nd District Agricultural Association (22nd DAA) Board of Directors Audit & Governance Committee began reviewing the Event Ticket policy in response to questions from Board members.

Board members took part in California Fair Political Practices Commission (FPPC) training in December and recently completed the Form 700 reporting process. Now, with ticket-distribution season now upon the 22nd DAA, it is timely for the Board to consider proposed revisions to the Event Ticket Policy.

### **State regulations**

In December 2008, the California Fair Political Practices Commission (FPPC) promulgated several new and amended regulations relating to tickets for entertainment, amusement, recreational, or similar events, distributed to public officials or distributed at the behest of public officials. Distribution of tickets to these types of events could result in a gift to the individuals who attend, therefore making these tickets reportable in state-mandated disclosures under specific circumstances.

In response to the FPPC's actions, 22nd DAA adopted the Ticket Policy on June 6, 2009, pursuant to the guidelines established by the California Code of Regulations — specifically California Code of Regulations, title 2, section 18944.1, which discusses when and to whom tickets can be distributed.

### **22nd DAA Policy and Revisions**

The Ticket Policy was last reviewed by the Board in November 2011.

Though the Ticket Policy has remained unchanged since its inception in 2009, Section 18944.1 of the Regulations was amended in 2012 to provide for public officials who do not have Immediate Family, as defined in the Regulations, to receive no more than one ticket for a guest.

The Ticket Policy details the process for distribution of all tickets and is applicable to all 22nd DAA Officials, as defined in the Policy.

So long as any such distribution of a ticket is made pursuant to the Ticket Policy — which lists the permissible public purposes to be accomplished by the distribution(s) — and all necessary reporting requirements are performed by 22nd DAA, the ticket is **not** considered a gift subject to dollar limitations. As a state institution, 22nd DAA is required to complete and post Form 802 to 22nd DAA website (delmarfairgrounds.com) to disclose detailed information about the distribution of tickets and passes, including the identity of the persons who received the tickets and the public purpose of each ticket distribution.

### **Process/Approach:**

The Committee has sought further input from counsel and the FPPC as the Committee considers appropriate modifications to the Ticket Policy to clarify practices and understanding of the Policy. However, as has already been identified through counsel's review, the original Ticket Policy is inconsistent with the Regulations in one key area, as it is currently more restrictive toward 22nd DAA Officials that do not have Immediate Family.

One proposed revision will allow 22nd DAA Officials who do not have Immediate Family to be eligible to receive a ticket for no more than one guest, consistent with the California Code of Regulations.

Additional changes to the Ticket Policy being proposed at this time are meant to better clarify distribution, behests, and reporting requirements, including definitions for Face Value and Ceremonial Role.

"FPPC Frequently Asked Questions: Form 700 Disclosures" provides further clarification on event ticket disclosure requirements for 22nd DAA Officials.

FAQ 32: Tickets given to 22nd DAA. Assuming the tickets meet the District's policy as an appropriate use of public funds, the District may report the tickets on the Form 802 (Agency Report of Ceremonial Role Events and Ticket/Pass Distributions), which is a public record. The 22nd DAA Official does not need to report the tickets on the Form 700.

FAQ 37: Tickets provided directly to 22nd DAA Official. So long as the organization holding the event provides the ticket **and** so long as the official's agency (22nd DAA) completes the Form 802, the ticket is not reportable on the 22nd DAA Official's Form 700.

Other changes seek to provide consistency in format and terms as defined in Policy 1.01 Policy Framework and Definitions.



**Next Steps:**

Through discussion at the April Board meeting, the Board can provide feedback on the redline changes to the Ticket Policy. The proposed policy revisions will be taken into consideration by the Audit & Governance Committee as it prepares the Ticket Policy to bring back to the Board for approval at the May meeting.

Education and training will also be important to implementation. Following approval, a quick reference guide of Frequently Asked Questions related to the Ticket Policy will be developed as a resource for all 22nd DAA Officials.

In addition, this policy, in particular, will be reviewed in detail during the orientation process for new Board members to enhance understanding of event tickets and reporting requirements.

## 22nd District Agricultural Association Policies

### Policy **6.01: Event Ticket Policy**

Date Adopted/Last Revised: June 6, 2009

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

### **Purpose**

#### ~~1.0~~ **Application of Policy**

~~1.1~~ This Policy applies to Tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purpose, and are:

- a) Gratuitously provided to the 22nd District Agricultural Association (~~"District 22nd DAA"~~) by an outside source;
- b) Acquired by the ~~22nd DAA District~~ by purchase;
- c) Acquired by the ~~22nd DAA District~~ as consideration pursuant to the terms of a contract for the use of a ~~22nd DAA District~~ Venue;
- d) Produced or sponsored by the ~~22nd DAA District~~; or
- e) Acquired and/or distributed by the ~~22nd DAA District~~ in any other manner ~~r.f.~~

~~1.2~~ This Policy does not apply to any other item of value provided to the ~~22nd DAA District~~ or any ~~22nd DAA District~~ Official, regardless of whether received gratuitously or for which consideration is provided.

~~1.3~~ This Policy, together with the Ticket procedures established pursuant to ~~Section 4.2~~ **the Ticket Administrator Responsibilities** below, shall supersede and replace any earlier ~~22nd DAA District~~ policies relating to the distribution of Tickets to ~~22nd DAA District~~ Officials ~~of Tickets~~ for admission to any facilities or events for ~~an entertainment~~ entertainment, amusement, recreational, or similar purpose.

~~1.4~~—This Policy shall posted in a prominent place on the 22nd DAA District's websites: www.delmarfairgrounds.com~~www.delmarfairgrounds.com~~ and www.sdfair.com.

## **Definitions**

~~2.0~~—**Definitions:**—Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission (“FPPC”) Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

~~A.~~ **2.1**—**“22nd DAA District”:** ~~shall mean and refer to the~~ 22nd District Agricultural Association.

~~A.B.~~ **2.2**—**“22nd DAA District Official”:** ~~means~~ every Director, officer, employee, or consultant of the 22nd DAA District, as defined in Government Code Section 82048 ~~and California Code of Regulations, title 2, section 18701~~. “22nd DAA District Official” shall include, without limitation, any member of the 22nd DAA District's Board of Directors or any other appointed 22nd DAA District official or 22nd DAA District employee required to file an annual Statement of Economic Interests (FPPC Form 700).

~~B.C.~~ **2.3**—**“22nd DAA District Venue”:** ~~means and~~ includes any facility owned, controlled or operated by the District22nd DAA.

~~C.D.~~ **2.4**—**“FPPC”:** ~~means the~~ California Fair Political Practices Commission.

~~D.E.~~ **2.5**—**“Immediate Family”:** ~~means the~~ spouse or registered domestic partner and dependent children, as set forth in Government Code section 82029 and Family Code section 297.5.

~~E.F.~~ **2.6**—**“Policy”:** ~~means~~ this 22nd District Agricultural Association Ticket Policy.

~~G.~~ **2.7**—**“Ticket”:** ~~means and~~ includes any form of admission privilege to a facility, event, show, concert, or performance.

H. **Ceremonial Role:** per FPPC Code of Regulations Section 18942.3 “an act performed at an event by the official as a representative of the official's agency at the request of the holder of the event or function where, for a period of time, the focus of the event is on the act performed by the official. Examples of a Ceremonial Role include: throwing out the first pitch at a baseball game; cutting a ribbon at an opening; making a presentation of a certificate, proclamation, award, or other item, such as the key to the city.”

F.I. **Face Value:** amount paid by a member of the public including any applicable fees and service charges

## **Policy**

### **3.0—General Provisions**

3.1—No Right to Tickets: The use of complimentary Tickets is a privilege extended by the District 22nd DAA and not the right of any person to which the privilege may from time to time be extended.

3.2—Limitation on Transfer of Tickets: -Tickets distributed to a District 22nd DAA Official pursuant to this Policy shall not be transferred to any other person, except to members of such District 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, to no more than one guest, solely for their personal use.

3.3—Prohibition Against Sale of or Receipt of Reimbursement for Tickets: - No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

3.4—No Earmarking of Tickets to District 22nd DAA:- No Ticket gratuitously provided to the District 22nd DAA by an outside source and distributed to, or at the behest of a District 22nd DAA Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular District 22nd DAA Official.

### **4.0—Agency Head Ticket Administrator Responsibilities**

4.1—The District 22nd DAA Secretary / General Manager Chief Executive Officer shall be the Agency Head Ticket Administrator for purposes of implementing the provisions of this Policy and may delegate this responsibility within the organization as necessary. In the absence of the District Secretary / General Manager, the District Deputy General Manager or the Chief Financial Officer shall be the Agency Head for purposes of implementing the provisions of this Policy.

4.2—The Agency Head Ticket Administrator shall have the authority, in ~~his or her~~their sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Agency Head Ticket Administrator.

4.3—The Agency Head Ticket Administrator shall determine the ~~face value~~Face Value of Tickets distributed by the District 22nd DAA for purposes of ~~Sections 5.1, 5.2 and 7.1, subparagraph (d), of~~ this Policy.

4.4—The Agency Head Ticket Administrator, in ~~his or her~~their sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established ~~by the Agency Head~~ for the distribution of Tickets in accordance with this Policy.

4.5—The disclosure forms required by Section 7.0 22nd DAA Disclosure Requirements section of this Policy shall be prepared and posted by the Agency Head Ticket Administrator, or by an individual acting under the Agency Head Ticket Administrator's authority, supervision, and control.

#### **5.0—Conditions Under Which Tickets May Be Distributed to 22nd DAA Officials:**

Subject to the provisions of this Policy, the 22nd DAA will distribute complimentary Tickets ~~may be distributed to District 22nd DAA~~ Officials under any of the following conditions or governmental and/or public purposes:

- a) Performance of a Ceremonial Role or function representing the 22nd DAA at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- b) The official and/or job duties of the 22nd DAA Official require their attendance at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- c) Economic or business development purposes on behalf of the 22nd DAA, including, but not necessarily limited to: promotion and marketing of the 22nd DAA's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and 22nd DAA-promoted events; promotion and marketing of 22nd DAA initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, The Sound, Del Mar race track meets, Breeders' Cup, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of 22nd DAA



recognition, visibility, and/or profile on a local, state, national, or international scale.

d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.

e) Community relations.

f) Attracting or rewarding volunteer public service.

g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.

h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.

i) Attracting and retaining highly qualified employees in 22nd DAA service, for which such employee may receive no more than four (4) Tickets per event.

j) As special recognition or reward for meritorious service by a 22nd DAA employee, for which such employee may receive no more than four (4) Tickets per event.

k) For use in connection with a 22nd DAA employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.

l) Recognition of contributions made to the 22nd DAA by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.

5.1—The ~~District~~22nd DAA Official ~~R~~ reimburses the ~~District~~22nd DAA for the ~~face-value~~Face Value of the Ticket(s), including any applicable fees and service charges.

- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the ~~District~~22nd DAA Official.
- The ~~Agency Head~~Ticket Administrator shall, in ~~his or her~~their sole discretion, determine which event Tickets, if any, shall be available under this section.

5.2—The ~~District~~22nd DAA Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws.

The 22nd DAA Official and (a) the 22nd DAA Official's Immediate Family, or (b) if the 22nd DAA Official has no Immediate Family, no more than one guest, uses the Ticket(s) for their own personal use.

5.3—~~The District~~22nd DAA Official ~~uses, or behests, such Ticket(s) for one or more in accordance with this Policy of the following governmental and/or public purposes:~~

- ~~a) Performance of a ceremonial role or function representing the District at the event, for which the District Official may receive enough Tickets for the District Official and each member of his or her Immediate Family.~~
- ~~b) The official and/or job duties of the District Official require his or her attendance at the event, for which the District Official may receive enough Tickets for the District Official and each member of his or her Immediate Family.~~
- ~~c) Economic or business development purposes on behalf of the District, including, but not necessarily limited to: promotion and marketing of the District's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and District-promoted events; promotion and marketing of District initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, Scream Zone, Holiday of Lights, Professional Bull Riders, annual Del Mar race track meet, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of District recognition, visibility, and/or profile on a local, state, national, or international scale.~~
- ~~d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.~~
- ~~e) Community relations.~~
- ~~f) Attracting or rewarding volunteer public service.~~
- ~~g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.~~
- ~~h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.~~
- ~~i) Attracting and retaining highly qualified employees in District service, for which such employee may receive no more than four (4) Tickets per event.~~

- j) ~~As special recognition or reward for meritorious service by a District employee, for which such employee may receive no more than four (4) Tickets per event.~~
- k) ~~For use in connection with a District employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.~~
- l) ~~Recognition of contributions made to the District by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.~~

## **6.0 — Tickets Distributed at the Behest of a District22nd DAA Official**

6.1 — Only members of the 22nd DAA Board of Directors and 22nd DAA Chief Executive Officer ~~the following District Officials~~ shall have authority to behest Tickets: ~~members of the Board of Directors, the Secretary / General Manager, and the Deputy General Manager.~~

6.2 — Tickets shall be distributed by the 22nd DAA at the behest of a District22nd DAA Official only for one or more public purposes set forth ~~in Section 5.3 above~~ in this Policy.

6.3 — If Tickets are distributed by the 22nd DAA at the behest of a District22nd DAA Official, such District22nd DAA Official shall not (a) use one of the Tickets so distributed to attend the event, or (b) use any of the Ticket(s) so distributed for the 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, for no more than one guest of that 22nd DAA Official, to attend the event.

## **7.0 — 22nd DAA Disclosure Requirements**

7.1 — Tickets distributed by the District22nd DAA to or at the behest of any District22nd DAA Official (i) which the District22nd DAA Official treats as income ~~pursuant to Section 5.2 above~~ pursuant to this Policy, or (ii) for one or more public purposes described in ~~Section 5.3 above~~ this Policy, shall be posted on FPPC Form 802 by the 22nd DAA, or any successor form provided by the FPPC, in a prominent fashion on the District22nd DAA's website within thirty (30) days after distribution.

Such posting shall include the following information:

- The name of the recipient, except that if the recipient is an organization, the District22nd DAA may post the name, address, description of the organization and number of Tickets provided to the organization in lieu of posting names of each recipient;

- a description of the event;
- the date of the event;
- the ~~face value~~Face Value of the Ticket;
- the number of Tickets provided to each person;
- if the Ticket was distributed at the behest of a ~~District~~22nd DAA Official, the name of the ~~District~~22nd DAA Official who made such behest; and
- a description of the public purpose(s) under which the distribution was made, or, alternatively, that ~~District~~22nd DAA Official is treating the Ticket as income.

7.2—Tickets distributed by the ~~District~~22nd DAA for which the ~~District~~22nd DAA receives reimbursement from the ~~District~~22nd DAA Official as provided ~~under Section 5.1 above~~in this Policy shall not be subject to the 22nd DAA Disclosure Requirements~~disclosure provisions of Section 7.1.~~

Tickets disclosed by the 22nd DAA on FPPC Form 802 are not subject to further disclosure by the 22nd DAA Official.

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

### **Policy 6.01: Event Ticket**

Date Adopted/Last Revised: June 6, 2009

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

#### **Purpose**

This Policy applies to Tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purpose, and are:

- a) Gratuitously provided to the 22nd District Agricultural Association (22nd DAA) by an outside source;
- b) Acquired by the 22nd DAA by purchase;
- c) Acquired by the 22nd DAA as consideration pursuant to the terms of a contract for the use of a 22nd DAA Venue;
- d) Produced or sponsored by the 22nd DAA ; or
- e) Acquired and/or distributed by the 22nd DAA in any other manner.

This Policy does not apply to any other item of value provided to the 22nd DAA or any 22nd DAA Official, regardless of whether received gratuitously or for which consideration is provided.

This Policy, together with the Ticket procedures established pursuant to the Ticket Administrator Responsibilities below, shall supersede and replace any earlier 22nd DAA policies relating to the distribution of Tickets to 22nd DAA Officials for admission to any facilities or events for entertainment, amusement, recreational, or similar purpose.

This Policy shall be posted in a prominent place on the 22nd DAA websites:  
[www.delmarfairgrounds.com](http://www.delmarfairgrounds.com) and [www.sdfair.com](http://www.sdfair.com).



## **Definitions**

Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission (“FPPC”) Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

- A. **22nd DAA:** 22nd District Agricultural Association
- B. **22nd DAA Official:** every Director, officer, employee, or consultant of the 22nd DAA, as defined in Government Code Section 82048. “22nd DAA Official” shall include, without limitation, any member of the 22nd DAA Board of Directors or any other appointed 22nd DAA official or 22nd DAA employee required to file an annual Statement of Economic Interests (FPPC Form 700).
- C. **22nd DAA Venue:** includes any facility owned, controlled or operated by the 22nd DAA
- D. **FPPC:** California Fair Political Practices Commission
- E. **Immediate Family:** spouse or registered domestic partner and dependent children, as set forth in Government Code section 82029 and Family Code section 297.5
- F. **Policy:** this 22nd District Agricultural Association Ticket Policy
- G. **Ticket:** includes any form of admission privilege to a facility, event, show, concert, or performance
- H. **Ceremonial Role:** per FPPC Code of Regulations Section 18942.3 “an act performed at an event by the official as a representative of the official's agency at the request of the holder of the event or function where, for a period of time, the focus of the event is on the act performed by the official. Examples of a Ceremonial Role include: throwing out the first pitch at a baseball game; cutting a ribbon at an opening; making a presentation of a certificate, proclamation, award, or other item, such as the key to the city.”

- I. **Face Value:** amount paid by a member of the public including any applicable fees and service charges

## **Policy**

### **General Provisions**

No Right to Tickets: The use of complimentary Tickets is a privilege extended by the 22nd DAA and not the right of any person to which the privilege may from time to time be extended.

Limitation on Transfer of Tickets: Tickets distributed to a 22nd DAA Official pursuant to this Policy shall not be transferred to any other person, except to members of such 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, to no more than one guest, solely for their personal use.

Prohibition Against Sale of or Receipt of Reimbursement for Tickets: No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

No Earmarking of Tickets to 22nd DAA: No Ticket gratuitously provided to the 22nd DAA by an outside source and distributed to, or at the behest of a 22nd DAA Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular 22nd DAA Official.

### **Ticket Administrator Responsibilities**

The 22nd DAA Chief Executive Officer shall be the Ticket Administrator for purposes of implementing the provisions of this Policy and may delegate this responsibility within the organization as necessary.

The Ticket Administrator shall have the authority, in their sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Ticket Administrator.

The Ticket Administrator shall determine the Face Value of Tickets distributed by the 22nd DAA for purposes of this Policy.

The Ticket Administrator, in their sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established for the distribution of Tickets in accordance with this Policy.

The disclosure forms required by 22nd DAA Disclosure Requirements section of this Policy shall be prepared and posted by the Ticket Administrator, or by an individual acting under the Ticket Administrator's authority, supervision, and control.

### **Conditions Under Which Tickets May Be Distributed to 22nd DAA Officials**

Subject to the provisions of this Policy, the 22nd DAA will distribute complimentary Tickets to 22nd DAA Officials under any of the following conditions or governmental and/or public purposes:

- a) Performance of a Ceremonial Role or function representing the 22nd DAA at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- b) The official and/or job duties of the 22nd DAA Official require their attendance at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- c) Economic or business development purposes on behalf of the 22nd DAA, including, but not necessarily limited to: promotion and marketing of the 22nd DAA's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and 22nd DAA-promoted events; promotion and marketing of 22nd DAA initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, The Sound, Del Mar race track meets, Breeders' Cup, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of 22nd DAA recognition, visibility, and/or profile on a local, state, national, or international scale.
- d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- e) Community relations.
- f) Attracting or rewarding volunteer public service.
- g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.
- h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.

- i) Attracting and retaining highly qualified employees in 22nd DAA service, for which such employee may receive no more than four (4) Tickets per event.
- j) As special recognition or reward for meritorious service by a 22nd DAA employee, for which such employee may receive no more than four (4) Tickets per event.
- k) For use in connection with a 22nd DAA employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.
- l) Recognition of contributions made to the 22nd DAA by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.

The 22nd DAA Official reimburses the 22nd DAA for the Face Value of the Ticket(s), including any applicable fees and service charges.

- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the 22nd DAA Official.
- The Ticket Administrator shall, in their sole discretion, determine which event Tickets, if any, shall be available under this section.

The 22nd DAA Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws.

The 22nd DAA Official and (a) the 22nd DAA Official's Immediate Family, or (b) if the 22nd DAA Official has no Immediate Family, no more than one guest, uses the Ticket(s) for their own personal use.

The 22nd DAA Official behests such Ticket(s) in accordance with this Policy.

### **Tickets Distributed at the Behest of a 22nd DAA Official**

Only members of the 22nd DAA Board of Directors and 22nd DAA Chief Executive Officer shall have authority to behest Tickets.

Tickets shall be distributed by the 22nd DAA at the behest of a 22nd DAA Official only for one or more public purposes set forth in this Policy.

If Tickets are distributed by the 22nd DAA at the behest of a 22nd DAA Official, such 22nd DAA Official shall not (a) use one of the Tickets so distributed to attend the event, or (b) use any of the Ticket(s) so distributed for the 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, for no more than one guest of that 22nd DAA Official, to attend the event.

## 22nd DAA Disclosure Requirements

Tickets distributed by the 22nd DAA to or at the behest of any 22nd DAA Official (i) which the 22nd DAA Official treats as income pursuant to this Policy, or (ii) for one or more public purposes described in this Policy, shall be posted on FPPC Form 802 by the 22nd DAA, or any successor form provided by the FPPC, in a prominent fashion on the 22nd DAA's website within thirty (30) days after distribution.

Such posting shall include the following information:

- The name of the recipient, except that if the recipient is an organization, the 22nd DAA may post the name, address, description of the organization and number of Tickets provided to the organization in lieu of posting names of each recipient;
- a description of the event;
- the date of the event;
- the Face Value of the Ticket;
- the number of Tickets provided to each person;
- if the Ticket was distributed at the behest of a 22nd DAA Official, the name of the 22nd DAA Official who made such behest; and
- a description of the public purpose(s) under which the distribution was made, or, alternatively, that 22nd DAA Official is treating the Ticket as income.

Tickets distributed by the 22nd DAA for which the 22nd DAA receives reimbursement from the 22nd DAA Official as provided in this Policy shall not be subject to the 22nd DAA Disclosure Requirements.

Tickets disclosed by the 22nd DAA on FPPC Form 802 are not subject to further disclosure by the 22nd DAA Official.





## **Item 7-G, People & Culture Committee Report - Support request for Senate Bill 493 DAA CEO/Secretary-Manager Pay**

### **Background:**

California State Senator Josh Becker this year filed Senate Bill 493 ([SB 493](#)) to amend Section [4508](#) of the Food and Agricultural Code relating to fairs. Specifically, the bill seeks to provide the Secretary of Food and Agriculture with the authority to set salaries for the secretary-managers (also known as CEOs) of district agricultural associations (DAA). The legislation also requires the Secretary of Food and Agriculture to determine a salary range and salary for CEOs based on numerous factors, including:

- A survey — to be conducted by the Secretary of Food and Agriculture once every three years beginning on or before January 1, 2027 — of compensation provided to “federal, state, regional, and local positions, including chief executive officer positions, in similar industries that are most comparable to the secretary-manager position,” as well as other “relevant labor pools.”
- The recommendation of the DAA board of directors.
- Budgetary constraints of the DAA, as determined by the Secretary of Food and Agriculture.

Currently, DAA CEO salary ranges are set by CalHR based on fair classification (I through VII) and are capped by CalHR at \$15,478 per month or \$185,736 annually for the largest class. The 22nd DAA is in the largest class. By comparison, the General Manager of the California Exposition and State Fair is \$19,157 per month, also set by CalHR. The Secretary of Food and Agriculture does not play a role in determining the salary range or salary for DAA CEOs.

SB 493 further proposes that annual compensation increases generally may also not exceed the general cost-of-living increases provided to state employees in any fiscal year. However, SB 493 provides for an additional potential annual merit salary increase of up to 10%. In addition, SB 493 includes a provision to allow a secretary-manager who manages more than one DAA to receive up to a 40% increase above the maximum salary range.

The bill was referred to the Senate Agriculture Committee in late February and is scheduled for hearing on April 29. Advocates of SB 493 say the bill would help

provide for increases in compensation for CEOs at DAAs (county and citrus fruit fairs have autonomy over their executives' compensation) and have requested letters of support. Because the bill pertains to the CEO's salary, the item is on the April 8 meeting agenda for the Board of Directors, as policymakers for the 22nd DAA, to decide whether and how to proceed.

### **Analysis:**

To provide context for the Board's discussion and decision on its position on executive compensation, the following is an analysis of considerations regarding SB 493's impacts:

**Changes to Accountability, Decision-Making:** SB 493 would represent a notable shift in the nature of the relationship of the 22nd DAA and all DAAs to the California Department of Food and Agriculture (CDFA) and specifically as it pertains to the CEO.

DAAs were initially formed in the late 1800s as community-centric organizations, designated as state institutions, but with local governance. DAAs are also permitted under state law to "construct, maintain, and operate recreational and cultural facilities of general public interest."

Food and Agriculture Code [3201\(b\)\(3\)](#) tasks CDFA with creating conditions that allow for "maximum autonomy and local decisionmaking authority..." of the network of California fairs. This legislative desire for local decision-making authority is further codified under Section [3956](#) - requiring that all Board members, who are directly appointed by the Governor, be citizens or residents of the District the DAA serves.

Additionally, Food and Agriculture Code Section [3964](#) states that the "directors shall select a secretary, a manager, and a treasurer from among persons who are not members of the board. One person may be the secretary, the manager, and the treasurer." Section 3964 gives the Board authority over the manager. Section [3965](#) references the salary of the secretary and treasurer, but not the manager, and delegates Boards to "fix the term of office, the amount of bond and salary, and prescribe the duties of the secretary and treasurer with the approval of the department."

The 22nd DAA CEO – like all DAA CEOs – serves as an at-will employee of the Board and does not receive civil-service protection. Article VII, Section 4 of the California Constitution states "the following are exempt from civil service...(d) Members of boards and commissions...[and] (e) A deputy or employee selected by

each board or commission either appointed by the Governor or authorized by statute”.

Food and Agriculture Code also provides the Board and DAAs with additional authorities that are not provided to other state entities, such as:

- To manage the affairs of the association.
- To establish and operate payroll systems separately from the state.
- To manage all necessary bylaws, rules and regulations for the government of the association.
- To delegate, as it may deem advisable, to its officers or employees any of the powers that are vested in the board.

Additionally, DAAs self-generate revenue and are permitted to keep excess revenues, are not required to submit annual reports or budgets to the state for approval, may sue and be sued independently of the state, and are also empowered to “do any and all things necessary to carry out the powers and the objects and purposes for which the association is formed.”

If SB 493 becomes law in its current form, the Secretary of Food and Agriculture would make the final decision on matters of compensation (within a predetermined range developed through a salary survey) for the CEO, based ultimately upon the CDFA Secretary’s interpretation of the CEO’s performance.

SB 493 does not provide a remedy if the Board disagrees with the Secretary’s decision on the CEO’s compensation. The bill, as written, also does not consider the size and scale of the DAAs, which vary greatly between communities in California.

**Salary survey:** SB 493 could reasonably be expected to lead to an increase in executive compensation for many DAA CEOs because the bill calls for the Secretary of Food and Agriculture to conduct a salary survey. Such surveys — used often by public and private entities and industry associations — provide data on comparable executive salaries, allowing both CDFA and DAA Boards insight into the market.

SB 493’s language is vague and broad in reference to what may be included in the survey and does not prescribe a methodology, effectively leaving the approach up to the Secretary of Food and Agriculture’s judgment. It is possible that compensation for surveyed executives may vary greatly, depending on the selected examples, and whether they include officials such as city managers, Fair executives across the country, leaders of private-sector or public-private event venues and similar operations, and various nonprofit entities with similar scopes of responsibility as DAAs. It is also unclear whether regional cost-of-living differences, the sizes of operational budgets and staff, and the scope of facilities management

will be considered when the range and salaries are set by the Secretary.

**Recommendation:**

SB 493 has been scheduled for a hearing on April 29 by the Senate Agriculture Committee. The bill could be amended or substituted if it progresses in the legislative process, which would also include the state Assembly. Alternative legislation on the same topic could also be filed.

Because of this dynamic nature of legislation, the Board should discuss its position and philosophy generally toward CEO compensation — especially which body, person, or entity should have the authority to set the executive's salary and how it should be determined — and a potential CEO salary survey. The Board should also consider delegating authority to Director Rowland to represent the Board's position to California legislators.



## SB-493 District agricultural associations: secretary-managers: compensation. (2025-2026)

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CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

### SENATE BILL

**NO. 493**

**Introduced by Senator Becker**

**February 19, 2025**

An act to amend Section 4508 of the Food and Agricultural Code, relating to fairs.

### LEGISLATIVE COUNSEL'S DIGEST

SB 493, as introduced, Becker. District agricultural associations: secretary-managers: compensation.

Existing law governs the apportionment of state funds to fairs within the network of California fairs, which includes, in general, the California Exposition and State Fair, district agricultural association fairs, county fairs, and citrus fruit fairs. Existing law authorizes consideration of the classification of a fair seeking an apportionment of state funds when determining compensation for the fair's manager. Existing law requires the Department of Food and Agriculture to annually review and maintain a separate and accurate job description for each fair manager, solicit information from each fair board of directors that will accurately describe the fair manager's performance and responsibilities in regard to merit salary increases for its fair manager, and report its findings to fair directors and fair managers.

This bill would revise and recast the determination of the compensation for fair managers by, among other things, doing all of the following: (1) recharacterizing those fair managers as secretary-managers of district agricultural associations; (2) transferring the duty to fix the compensation for a secretary-manager, in an amount that is reasonably appropriate, to the Secretary of Food and Agriculture; (3) requiring the secretary to set a single salary range for the compensation of a secretary-manager and, in determining the salary range, on or before January 1, 2027, and every 3 years thereafter, to conduct a salary survey of other federal, state, regional and local positions in similar industries and other relevant labor pools; (4) until the first survey, requiring the compensation for a secretary-manager to remain within certain existing ranges, regardless of fair classification; and (5) after the first survey, prohibiting the maximum salary limit of the salary range for a secretary-manager from exceeding the highest salary for a position comparable to a secretary-manager, as determined by the most recent survey, except for specifically required cost-of-living increases and authorized merit increases and increases for secretary-managers managing multiple districts.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no



THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 4508 of the Food and Agricultural Code is amended to read:

~~4508. The classifications of fairs established pursuant to Section 4507 may be considered in determining the basis of compensation to fair managers of fairs that are classified under those provisions.~~

*4508. (a) Notwithstanding any other law, including Sections 19825, 19826, 19829, and 19832 of the Government Code, the secretary shall fix the compensation for a secretary-manager of a district agricultural association, as specified in Section 3102, in an amount that is reasonably appropriate, at the discretion of the secretary, in compliance with all of the following:*

*(1) The secretary may take into consideration the requirements described in Sections 19826 and 19829 of the Government Code to recruit and retain highly qualified and effective employees for secretary-manager positions.*

*(2) (A) The secretary shall set a single salary range for the compensation of a secretary-manager.*

*(B) In determining the salary range for the compensation of a secretary-manager, on or before January 1, 2027, and every three years thereafter, the secretary shall conduct a salary survey of both of the following:*

*(i) Other federal, state, regional, and local positions, including chief executive officer positions, in similar industries that are most comparable to the secretary-manager position.*

*(ii) Other relevant labor pools.*

*(C) Until the department conducts its first salary survey pursuant subparagraph (B), the compensation for a secretary-manager of a district agricultural association shall be compensated within the salary ranges established for the secretary-manager I-VII classifications or for the general manager of the California Exposition and State Fair, regardless of fair classification.*

*(D) After the department conducts its first salary survey pursuant to subparagraph (B), the maximum salary limit of the salary range for a secretary-manager shall not exceed the highest salary for a position comparable to a secretary-manager, as determined by the most recent salary survey, excluding increases in compensation provided pursuant to paragraphs (4) to (6), inclusive.*

*(3) In fixing the compensation within the salary range determined pursuant to paragraph (2), the secretary shall also take both of the following into account:*

*(A) The recommendation of the district agricultural association board of directors.*

*(B) Budgetary constraints of the district agricultural association.*

*(4) Annual compensation shall be increased by an amount comparable to, but not to exceed, the percentage of the general cost-of-living salary increase provided for state employees in any fiscal year in which a general salary increase is provided for state employees.*

*(5) In addition to the annual increase required pursuant to paragraph (4), a secretary-manager may receive an annual merit salary increase of up to 10 percent.*

*(6) A secretary-manager who manages more than one district agricultural association may be compensated up to 40 percent more than the maximum salary limit of the salary range for a secretary-manager determined pursuant to paragraph (2).*

~~The~~

*(b) The department shall annually perform ~~all~~ both of the following:*

~~(a)~~

*(1) Review and maintain a separate and accurate job description for ~~each fair manager~~; the secretary-manager classification.*

~~(b)~~

(2) Solicit information from ~~fair~~ *each district agricultural association* board of directors that will accurately describe the ~~fair managers~~ *secretary-manager's* performance and responsibilities in regard to merit salary increases for its ~~fair manager~~ *secretary-manager*.

~~(c) Annually report its findings to fair directors and fair managers.~~

## **Proponents of SB 493 – Secretary-Manager Pay Scale Upgrade Identified**

### **These Key Provisions of SB 493:**

- **Compensation Authority:**

- SB 493 shifts the authority for determining secretary-manager compensation to the Secretary of Food and Agriculture (CDFA), removing the need for approval at the CalHR level.
- The local DAA process remains unchanged—salary adjustments still require an evaluation and board approval before being submitted to Fairs & Expositions (F&E), with final approval by the Secretary of CDFA.

- **Salary Range Establishment:**

- The Secretary of CDFA is required to establish a standardized salary range for secretary-managers.
- A salary survey will be conducted by January 1, 2027, and every three years thereafter to evaluate comparable positions across federal, state, regional, and local levels, ensuring fair and competitive pay.

- **Interim Compensation:**

- Until the first salary survey is completed, secretary-manager salaries will remain within current ranges, with a cap of up to Cal Expo Manager Pay (\$19,157/month), regardless of fair classification.

- **Post-Survey Salary Cap:**

- After the survey, the maximum salary for secretary-managers cannot exceed the highest surveyed salary, except for approved cost-of-living adjustments (COLA) and merit-based increases.

- **Managing Multiple Fairs:**

- Secretary-managers overseeing multiple fairgrounds may receive up to 40% above the salary range cap, recognizing the added responsibilities of managing more than one location.

**SB 493 aims to modernize fairground leadership pay scales, ensuring fair compensation, reducing turnover, and strengthening fairground management across California.**

## **YOUR FAIRGROUNDS LETTERHEAD**

**[Your Address]**

[City, State, ZIP Code]

[Email Address]

[Phone Number]

[Date]

**[Senate Member's or Assembly Member's Name]**

[California State Senate or California State Assembly]

[Address]

[City, State, ZIP Code]

### **Subject: Support for SB 493 – The Secretary-Manager Compensation Bill**

Dear [Senate Member's or Assembly Member's Name],

I am writing to express my strong support for SB 493, The Secretary-Manager Compensation Bill, which seeks to provide adequate compensation and transfer authority to approve their compensation to the Secretary of Food and Agriculture. This bill represents a crucial step in ensuring that the compensation of these key professionals accurately reflects the breadth of their responsibilities and the vital role they play in our communities. In addition to addressing the overwhelming turnover in the industry due to the immense gap in pay as the Secretary-Manager classification has not been reviewed or adjusted in over 30 years.

#### **Problem Overview**

Fair Managers across the State of California are responsible for an extensive array of duties that go well beyond the conventional understanding of their role. These duties include:

- Managing fairgrounds as emergency response centers during local and regional crises
- Implementing safety and regulatory measures, including fire, first aid, and police services.
- Hiring, supervising, and evaluating fair staff.
- Maintaining fairground facilities and managing budgets.
- Marketing fairgrounds to attract events, conventions, and exhibits.
- Securing corporate sponsorships and planning educational and entertainment events
- Promoting fairs through community outreach and media.
- Driving economic impact to local communities
- Supporting local non profits to help support community networks

Despite these responsibilities' critical nature, the current compensation framework is inadequate. The California Department of Food and Agriculture (CDFA) is responsible for maintaining separate job descriptions for each Fair Manager but lacks the authority to independently set compensation, leaving Fair Managers under-compensated relative to the scope of their duties.

### **Current Law and Its Limitations**

Under existing law, the CDFA reviews job descriptions and considers fair classifications when apportioning state funds. However, it does not have the power to determine appropriate compensation levels. This disconnect has resulted in compensation that fails to attract or retain top talent for these demanding positions.

### **Provisions of SB 493**

SB 493 proposes a well-considered solution to this issue by:

1. **Granting the Secretary of Food and Agriculture the authority** to set a single salary range for these positions by January 1st, 2027.
2. **Requiring a triennial salary survey** of comparable federal, state, regional, and local positions to ensure that compensation remains competitive and fair.
3. **Establishing a salary cap** that does not exceed the highest salary for comparable positions after the first salary survey.

These measures will not only enhance the ability to recruit and retain skilled professionals. Still, they will also ensure that the individuals responsible for managing our state's fairs are compensated fairly for their extensive and critical responsibilities.

### **Conclusion**

I respectfully urge you to support SB 493 to address the compensation disparities faced by Fair Managers and to recognize the vital role they play in managing our state's fairgrounds efficiently and safely. Thank you for considering this important issue. I look forward to your support for this legislation.

Please feel free to reach out if you need any additional information or if I can provide further insight into the significant contributions of Fair Managers to our state's agricultural and community events.

Thank you for your time and attention to this matter.

**Sincerely,**

[Your Name]

[Your Contact Information]

[Your City, State]

CC: Senator Josh Becker [Leslie.Spahnn@sen.ca.gov](mailto:Leslie.Spahnn@sen.ca.gov)





**Item 7-H, 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 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, 22nd DAA approved the Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar to consider the City's state-mandated affordable housing assignment. This agreement guaranteed that 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 22nd DAA to providing housing but spelled out the process for determining whether, when, and how to proceed. 22nd DAA Board will have the ultimate say in whether to site affordable housing on its property.

At the same February 2024 meeting, 22nd DAA passed a resolution opposing any LOSSAN alignment that would negatively impact the Fairgrounds. The resolution also proclaimed that 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.”

However, because of advocacy for a “Fairgrounds” realignment from Del Mar city officials and the City’s official request to SANDAG to pause the double-tracking, special events rail platform, and bridge replacement project, 22nd DAA Board of Directors has twice voted to pause affordable housing discussions. The Board first voted for a pause in July 2024, but discussions resumed after the City of Del Mar adopted a joint resolution opposing all proposed alternative alignments. The Board voted again for a pause in February 2025 after further actions by Del Mar officials that were in opposition to the City’s guiding principles.

On February 28, 2025, SANDAG Board of Directors voted to proceed with five alternatives identified through its Value Analysis Study for further consideration. A “Fairgrounds” alignment did not advance, and all options include the double-tracking, special events platform, and bridge replacement project. SANDAG has cautioned that other proposed alignments may still ultimately receive consideration during the lengthy environmental review process.

Following SANDAG’s vote, on March 3, 2025, the Del Mar City Council voted unanimously to send a letter to 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.” In addition, the City Council also voted on March 3 to officially reaffirm its Guiding Principles.

After considering the City’s March 3 actions and the impact of the SANDAG vote, 22nd DAA Board of Directors voted on March 11 to resume affordable housing discussions with the City under the ENRA and that the item continue to be considered by the Board at its regularly scheduled monthly Board meetings, beginning with the April 8 meeting. The intent is to provide accountability for the City of Del Mar for adhering to its guiding principles.

### **Subsequent and Additional Considerations**

Since the March Board vote, the City of Del Mar has not taken any actions that violate its guiding principles pertaining to the Fairgrounds. As of this report, the double-tracking, special events platform, and bridge replacement project remains on schedule. The Del Mar City Council is expected to consider an encroachment permit for the project on April 7.

In the months ahead, 22nd DAA CEO Carlene Moore intends to provide more information to the Board about state requirements for affordable housing and the City's options and obligations so the Board can eventually make a well-informed decision.

**Recommendation**

Based on the City of Del Mar's actions since the previous Board vote, 22nd DAA Board of Directors should decide whether to continue or discontinue the pause on affordable housing discussions under the ENRA.



## **Item 8, Executive Report - Construction Projects & Facilities Updates**

### **Background**

Guided by the Board's direction, the 22nd District Agricultural Association (the 22nd DAA) has the opportunity to reinvest in its facilities through the Capital Expenditure program. In 2024, the 22nd DAA completed five projects and is currently working on eleven additional projects scheduled for completion between 2025 and 2026.

The 22nd DAA works with the California Construction Authority (CCA), which performs Project Management and Inspection services for all the 22nd DAA's projects. A Funding Contract, formerly known as an Individual Project Agreement, is executed between CCA and 22nd DAA for each project.

### **Recently Completed Projects**

The 22nd DAA in the past year has completed two separate major asphalt projects. These projects included resurfacing the Main Avenue and the Main Parking Lot, replacing over 350,000 square feet of cracked asphalt. The projects also sealed over 1 million square feet of pavement and addressed trip hazards by asphaltting over 1,100 linear feet of trenching. Both projects were completed on time and under budget.

The 22nd DAA has also completed three additional infrastructure projects. Roofing repairs were completed to reduce leaks in both the O'Brien and Wyland halls. Additionally, the Surfside HVAC project was completed, which included installing new reheat coils in the artist dressing rooms and implementing new HVAC controls throughout the building. The new controls provide the 22nd DAA with computer-based management of all building spaces.

### **Current HVAC Projects**

#### **DMTC HVAC**

The HVAC system serving the Del Mar Thoroughbred Club's Executive Offices has reached the end of its useful lifespan and is no longer functioning. A replacement unit has been selected and procured, which will integrate with the existing roof infrastructure. The architectural plans for this project are currently under review.

- Anticipated completion date: November 2025
- Total estimated investment: \$474,000

## **Hacienda Room HVAC**

The 22nd DAA has repurposed the Hacienda Room, which is located in the bottom west section of the Grandstand Building, to house its Off-Track Betting facility. However, this area of the building was not originally designed with climate control mechanisms. To enhance guest comfort, the 22nd DAA will install a traditional overhead HVAC system. The architect is currently finalizing the plans for review.

- Anticipated completion date: October 2025
- Total estimated investment: \$90,000

## **Mission Tower HVAC**

The Mission Tower building is currently serviced by four 20-ton HVAC units. Recently, the 22nd DAA replaced one of these units, leaving the remaining three in need of replacement. The three older units have reached the end of their expected lifespan and are no longer functioning properly. An architect has been engaged to provide a proposal and plans for the upcoming HVAC system replacement project.

- Anticipated completion date: January 2026
- Total estimated investment: \$215,000

## **Current Projects at Surfside**

### **Boiler Replacement**

The existing boiler in the Surfside building (home of The Sound) has ceased functioning, and a temporary rental unit is currently providing heating services to the building. Finalized mechanical plans are presently undergoing review. A new boiler has been selected that will possess the capacity to accommodate the building's current heating requirements, as well as any future modifications.

- Anticipated completion date: July 2025
- Total estimated investment: \$200,000

### **Deck and Stair Repairs**

The exterior decking at Surfside requires resealing and regrading to ensure proper rainwater runoff. Due to the age of the original coating, leaks have developed, allowing water to penetrate the stairwell areas. Through this project, the 22nd DAA will address the drainage issues by installing new drains on the deck and grading the coating to direct water toward the new drain system. Additionally, all necessary repairs to the stairwells will be made, including replacing any damaged beams and applying a fresh coating. The architectural plans are 40% complete.

- Anticipated completion date: March 2026
- Total estimated investment: \$71,000

## **Mechanical Roof**

The Surfside Mechanical Roof, which houses the HVAC infrastructure for Surfside and The Sound, requires replacement. The current coating has exceeded its lifespan and is flaking with cracks that allow rain to penetrate the spaces below. A new coating system has been identified, and the team is working to develop a scope with the manufacturer.

- Anticipated completion date: December 2025
- Total estimated investment: \$100,665

## **Other Projects**

### **Asphalt**

In September, the 22nd DAA will commence phase three of the asphalt improvement project. This phase will encompass work on the Solana Ramp, Green Lot, West Lot, Red Lot, and portions of the Infield and Livestock Way. The improvements will entail repairing over 135,000 square feet of asphalt, sealing more than 1 million square feet of pavement, and applying all new striping.

- Anticipated completion date: October 2025
- Total estimated investment: \$1,450,000

### **Grandstand Fire Panel and Device Preplacement**

The 22nd DAA has replaced the outdated and non-functional fire panel and devices with all new equipment. This new equipment includes 27 panels, 273 smoke detectors, 128 pull stations, 348 horn strobes, and over 100 other devices. The 22nd DAA and CCA are in the final stages of approval and anticipate completing this project by the end of the month.

- Anticipated completion date: April 2025
- Total estimated investment: \$600,000, plus Fire Watch Patrol

### **Exhibit Hall Transformer**

The existing electrical infrastructure, comprising transformers, switchgear, and distribution panels, has reached the end of its serviceable life and requires replacement. While repairs have been undertaken over time, the system now necessitates a complete overhaul. CCA has retained an electrical engineer to develop the replacement plans.

- Anticipated completion date: January 2026
- Total estimated investment: \$360,000



## **Emergency Project**

### **Transformer Replacement**

In March 2025, a transformer in the stable area of the property failed and is beyond repair. This transformer powers a critical lift station that is an integral component of the Fairgrounds' infrastructure. Currently, the lift station is being operated by a portable generator. An emergency declaration has been issued to replace the transformer before the 2025 Fair.

## **Future Planning Projects**

### **Connection Center**

The 22nd DAA is finalizing plans for the Connection Center, which will relocate and centralize most of the employees currently spread throughout the property. At present, the 22nd DAA's staff is dispersed across 9 buildings spanning over 14 acres, requiring employees to travel over one mile to reach all the existing office locations. By consolidating the majority of employees to the new Connection Center, the 22nd DAA aims to enhance collaboration and operational efficiency. A Funding Contract for the first phase of this project was already executed at \$1,126,776.38. An architect has been engaged and design work is underway.

- Total estimated investment: \$4,000,000

### **Promenade Design**

With the removal of the frontside housing building, District has the opportunity to reimagine a front entrance to the Fairgrounds, creating a beautiful new space for guests to enter and engage with the facility and events. We are looking forward to bringing the inspiration board and preliminary design plans to the Board this summer.

### **Facility Assessment Report**

On February 11, facilities reported to the Board that changes and refinements were being finalized in the Facility Assessment Report. Both CCA and the 22nd DAA have met with the vendor, Bureau Veritas, and revisions are underway. The Board will be updated within the 90-day timeline originally provided in February. One of the discoveries was that the backstretch barns and jockey quarters (approximately 400,000 sf and 35 buildings) were not assessed individually nor was Surfside (85,000 sf) as a facility separated from The Sound.

[REDACTED]  
Encinitas, CA 92024  
March 12, 2025

President Frederick Schenk and Board of Directors  
22<sup>nd</sup> District Agricultural Association  
Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014

Re: Central Valley Reptile Expo, March 29-30

Dear President Schenk and Board Members:

The 22<sup>nd</sup> DAA should not continue to host reptile sales at the fairgrounds.

Four years ago on this very day I wrote to the Board regarding the contract with Reptilian Nation, and I was pleased to find that they were not included in Fair exhibits or special shows for a few years after that time. But I am very sorry to see that a very similar enterprise has been scheduled at the fairgrounds this year.

These reptile shows and exhibits contribute to the second largest illegal trade in the world after drugs. Even a curator at the San Diego Zoo was convicted of illegal wildlife smuggling. The trade is under-regulated at best, and unregulated to a large degree. Approximately 90% of traded reptiles are captured from the wild. The demand for unique exotic species is fueled by reptile sales and exhibits promoted by hobbyists and captive breeders. International efforts to regulate wildlife usually fail to address species imported as pets, and 90% of those reptiles die within one year of captivity due to mishandling prior to purchase or failure to meet their complex dietary and habitat needs. Traded reptiles and arachnids are often treated inhumanely due to the lack of knowledge of their physiology and behavior, and because they lack facial expressions that would demonstrate pain or distress. As a society, we already fail to care for untold numbers of domestic dogs and cats, let alone tarantulas and pythons.

The CDC has reported some 74,000 cases of salmonella infection in humans yearly due to exposure to reptiles. Certain species of tortoise are linked to heartwater disease, which kills livestock. Non-indigenous species can become established, upsetting ecosystems and leading to extinction of native species.

There is so much wrong with the reptile trade that the Humane Society of the United States proposed a total ban on import, export and retail sales – citing the health risks for humans, the mistreatment of the reptiles, and the harm to conservation efforts.

I see that Central Valley Reptile Expo has added a "pets" feature in an effort to green itself and appeal to more people. However, they also advertise interactions with monkeys and even an alligator, as well as offering hands-on experiences. None of this contributes to an appreciation of exotic animals in appropriate settings.

Please find a less destructive program to promote. There is nothing much "agricultural" about selling snakes and turtles. Animal abuse and exploitation are already associated with the fairgrounds with livestock auction and horse racing. Why add more? The income generated is not that significant in the overall budget. Please make this the last year in which you host any kind of reptile and exotic animal expo exhibit.

Sincerely yours,

  
Jane Cartmill





BLOG

# What Is the Deal with Reptile Shows Opening Back Up?

07 August 2020 By [Ben Williamson](#)



## What Is the Deal with Reptile Shows Opening Back Up?

You may have seen World Animal Protection in the news in recent weeks urging exhibition centers to no longer host reptile shows, where live wild animals are handled and sold as exotic pets ([1,2](#)). It seems shortsighted that in the grip of a national pandemic, that can most likely be traced back to a wild animal market in China, venues in this country would consider hosting wild animal markets with animals that are known vectors of disease.

Reptiles—such as snakes and turtles—carry and shed bacteria such as Salmonella that frequently cause infections in people, and can even lead to death, especially in people with weak immune systems. According to the U.S. Centers for Disease Control and Prevention (CDC) you can become infected even by healthy reptiles and even if you don't touch the animals because Salmonella germs in feces can contaminate anything they touch, including anything in their environment like aquariums and food dishes.

Every year the CDC reports outbreaks of diseases caused by reptiles and small mammals. The agency warns against bringing reptiles into your homes if you have young children, noting that children under five represent 41% of patients sickened by Salmonella outbreaks linked to reptiles. It seems totally at odds then that there are no age restrictions at most reptile expos.

Suffering in silence - uncovering the cruelty of the global tra...



## Suffering in Silence

In 2019, World Animal Protection investigators visited multiple exotic pet events to observe the conditions of the animals and documented poor animal welfare. The investigation raised a number of serious issues at each expo we visited. They included:

- A lack of concern for the spread of reptile-borne bacteria: although some vendors had anti-bacterial soap on their tables, use of it was not encouraged or only encouraged before handling an animal.
- Inadequate space during transportation: animals are typically transported in small, clear plastic containers stacked one on top of the other.
- Inadequate space during events: animals typically remained in the same plastic containers used for transportation for the duration of the event. Snakes were regularly observed bending themselves to fit



within the four sides of the container in an effort to stretch as long as possible, while other animals were observed desperately trying to find a way out.

- Overcrowding of animals: even when placed in larger tanks or aquariums, geckos, lizards, and other reptiles were observed to be grossly overcrowded, with as many as 12 animals piled on each other, increasing the risk of injury and illness.
- Unhealthy animals: animals available for sale were observed to be malnourished, injured, or sick.

## Animal welfare

Aside from the threats to human health posed by reptiles, large numbers of these wild animals will die within their first year of captivity due to the rigors of transport, the stress of confinement and handling, and poor animal husbandry. While animal mortality rates are subject to debate, estimates suggest that up to 75% of reptiles die in their first year in someone's home. Given the huge volumes of animals being sold at these events, that equates to thousands of unnecessary deaths as a result of their captivity.

Reptile suffering includes acute stress, chronic debilitation, and other medical problems such as calcium deficiency and associated metabolic bone disease; being unable to hide from perceived threats; trauma due to escape attempts; and inability to explore, properly regulate body temperature, and eat natural and balanced diets.

Whether bred in captivity or born in the wild, all reptiles are wild animals and they have the capacity to experience the same emotions and pain as cats and dogs. In recent years, scientists have studied different aspects of sentience in reptiles: anxiety, distress, excitement, fear, frustration, pain, stress, and suffering.

## Threat to native species

While many thousands die in captivity, others may be dumped outside once the novelty of possessing them wears off, presenting a threat to native wildlife. Invasive species are the second leading cause of animal population decline and extinction worldwide. They have contributed directly to the decline of 42% of threatened and endangered species in the United States and cost an estimated \$120 billion each year to detect, collect, and remove.


Many states, such as New York, Colorado, and Alaska, do not allow the keeping of reptiles because of the threat they pose to local wildlife. Florida specifically bans several species of python specifically because of its well-publicized invasive species problems and recently added green iguanas and tegus to



the list.

Breeding these animals in captivity does nothing to help wild animal populations and more than likely contributes to their demise. Sixty percent of wild species have been lost in the last fifty years. We need to fundamentally change our relationship with wild animals, or there will be none left.

At a time when most of us are paying close attention to the CDC's advice around preventing the spread of COVID-19, it makes sense to also follow their warnings about the disease potential of reptiles. The emergence of COVID-19 has been a wake-up call to us all about how our poor treatment and exploitation of wild animals can have serious negative impacts on human health. And we're learning about new risks every day. Aside from the zoonotic disease risk, people have to ask themselves if they want to attend an event which is largely indoors, full of people from different areas, and contributes to the suffering of animals.



**Animals, Not Products**

**Adopt, don't shop! Pledge never to buy animals from pet stores.**

[Sign the Pledge](#)

More about

ANIMAL WELFARE

Tell the world



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**Pls Share w/ Board Members/No live horse racing at this year's State Fair, Cal Expo says | Sacramento Bee**

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**From** Martha Sullivan <[REDACTED]>  
**Date** Sat 3/29/2025 2:50 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 Senior Management Team of the 22nd DAA, as well as the Boards and Officers of the State Race Track Leasing Commission and Del Mar Race Track Authority. Thank You,

Martha Sullivan  
Imperial Beach

"Live thoroughbred horse racing will not return to the California State Fair in 2025, Cal Expo officials announced Friday, ending a tradition that dates back more than 170 years.

"With the closure of Golden Gate Fields in June 2024 and growing uncertainty surrounding racing in Northern California, there are simply no horses available to keep this tradition alive,' said Tom Martinez, Cal Expo's CEO. 'We have explored every possible avenue, but with a heavy heart, we've come to the unfortunate decision that it is simply not feasible to continue racing this summer.'

"The move follows a series of setbacks for Northern California's horse racing industry, culminating in the California Authority of Racing Fairs' decision in December not to apply for racing dates in 2025. That decision also effectively ended racing at the Big Fresno Fair and Alameda County Fair, to name a few. That decision left Cal Expo with few options.

"While Cal Expo described its choice as painful, it is in line with a broader decline in the sport across the state. Golden Gate Fields — once the region's premier track — shut down in June after 83 years amid financial losses and scrutiny over horse safety. The Albany track had long drawn criticism for being the deadliest in the state, with multiple race-related horse deaths reported annually.

"At the Big Fresno Fair, at least three horses died last year from race-related injuries, further fueling public debate over animal welfare in the sport, which has been an industry struggle in the state since Gov. Gavin Newsom signed a bill to temporarily suspend racing licenses in 2019. The move by the Legislature followed a string of thoroughbred deaths at Santa Anita Park in Altadena.

"Beyond safety concerns, the racing industry has struggled with rising operational costs, dwindling attendance and reduced purse prizes. The 2024 Golden State Racing meet in Pleasanton, which was supposed to revive Northern California racing, failed to meet expectations and operated at a loss, according to the Daily Racing Form. Talks for a summer meet at the Alameda County track collapsed earlier in March, the newspaper reported, after investors and Southern California horse caretakers stalled over terms.

"Martinez said Cal Expo is exploring new ways to honor its equestrian heritage, which began in 1854 when the State Fair's first live racing took place in San Francisco."

<https://www.sacbee.com/sports/article303043404.html>

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**Pls Share w/ Board Members & Exec Team/MUST Read, deep dive into the Decline of the U.S. Horse Racing industry by a retired racing reporter**

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**From** Martha Sullivan <[REDACTED]>  
**Date** Tue 4/1/2025 10:26 AM  
**To** Donna O'Leary <doleary@sdfair.com>; Molly Arnold <marnold@sdfair.com>  
**Cc** Carlene Moore <cmoore@sdfair.com>

Good Morning! Please Distribute the following to the Board and Senior Management Team of the 22nd DAA, as well as to the Members and Officers of the State Race Track Leasing Commission and Del Mar Race Track Authority. Thank You,

Martha Sullivan  
Imperial Beach

Begin forwarded message:

**From:** Martha Sullivan <[REDACTED]>  
**Subject:** **MUST Read, deep dive into the Decline of the U.S. Horse Racing industry by a retired racing reporter**  
**Date:** March 31, 2025 at 9:52:56 AM PDT

MUST Read, deep dive into the decline of the U.S. Horse Racing industry, by a 40-year reporter of it:

Part 1: <https://www.thoroughbreddailynews.com/why-we-are-where-we-are-part-i-how-we-got-here/>

Part 2: <https://www.thoroughbreddailynews.com/why-we-are-where-we-are-part-ii-real-estate-realities/>

Part 3: <https://www.thoroughbreddailynews.com/why-we-are-where-we-are-part-iii-blessed-are-the-survivors/>

Martha Sullivan

<SNIPs> ...

"Boxing is alone among the major sports of the mid-20th century to have declined as much, or even more, than #HorseRacing ." (Part 1)

"2024's total of pari-mutuel wagering on #HorseRacing in the U.S. was \$11.3 billion. That amounts to less than 8% of the year's all-sports handle of \$150 billion." (Part 1)

"Some of this investment has generated additional revenue, but not nearly enough to produce a return consistent with the tracks' real estate value. Without taking sides in the Stronach family war, it is hard to envision how Gulfstream, coupled or decoupled, can survive as a racetrack amid current economic realities." (Part 2)

"As a publicly traded corporation tied by the short hairs to relentless demands of its shareholders, Churchill has little sympathy for anything that does not generate the requisite Return On Investment. When real estate values escalate to a point exceeding a racetrack's ability to produce adequate returns, Churchill sells it off and employs the capital elsewhere." (Part 2)

"The Kentucky Derby is a far different story. The year's first Triple Crown race has long provided the sport's best grip on widespread public attention, and best way to draw in aspiring racehorse owners. Even at that, Churchill's corporate ownership has proven through hundreds of millions of dollars of continuing investment that the Derby had been an under-utilized asset. ...

"None of this would have been possible without Churchill's access to capital markets, based on its ability to generate a consistently high ROI. Such access is not available to the private ownership of Gulfstream Park and Santa Anita." (Part 2)

"In New York, the escalating value of Aqueduct's real estate, adjacent to JFK Airport, provided an important bargaining chip for the New York Racing Association to use in securing funding for rebuilding Belmont Park. NYRA essentially traded the Aqueduct property to the state for a funding plan to right-size Belmont.

"A different scenario unfolded in Maryland. There, ancient Pimlico, opened in the late 19th century, is based in a neighborhood where property values have struggled. This circumstance incentivized The Stronach Group to pass the deed to Pimlico to a new state-sanctioned racing authority, whose aim is to preserve Maryland racing and breeding. In exchange, The Stronach Group received, among other things, an agreement to eventually close Laurel Park and develop its more valuable real estate." (Part 2)

"In other words, in 1988 racehorse owners could expect to recover on average about one-quarter of the annual costs of training a Thoroughbred. In the current day, owners can expect to recover a bit more than half, while waiting and hoping for the major winner that will cover past losses and take them to the promised land. ...

The downside is that sound economics in racing now support fewer stakeholders. The upside is that survivors have better chances to stay afloat, and perhaps prosper."

(Part 3)

"So which racetracks are most likely to endure and prosper in coming years? Here is a checklist of factors that affect the chances of survival.

- 1) Sports Competition. How many other top-level professional sports are vying for fans in a track's local market?
- 2) Gambling Competition. How many casinos and other gambling outlets with no connection to racing exist in the same market?
- 3) Modern Facilities. How long has it been since a racetrack's physical facilities were updated?
- 4) Length of Season. Does a track's racing season have a beginning and an end, or is it forced to grind away for too many months through all manner of conditions, good and bad?
- 5) Real Estate Values. Has a track's real estate value risen to the point where only not-for-profit ownership can resist the chance to cash out?
- 6) Political Clout. Does horse racing have a productive relationship with its state government?" (Part 3)

"The odds on this flight of fancy could be longer than a Derby parlay on Mine That Bird (Birdstone) and Rich Strike (Keen Ice). Hapless #California might be completely off any odds board. For Florida, there may be a kernel here that could grow if nourished by the right leaders." (Part 3)

# ITEM 5 – CONSENT CALENDAR

April 2025

## Expense Contracts

Standard Agreements from Competitive Solicitation						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-002	Elite Show Services, Inc. dba Elite Security & Staffing	Crowd Management and Security	RFP	Year-Round	4/9/2025 – 2/29/2028	\$6,824,040.00
25-003	Inter-Con Security System, Inc.	Bicycle Patrol Services	RFP	Fair	6/1/2025 – 8/31/2027	\$368,126.00

Standard Agreements Exercising Option Years						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
23-034 AM2	Siegan Digital Imaging dba Siegan Design	Community Street Banner Printing	IFB	Fair	4/12/2023 – 10/11/2025	\$42,958.53 AM2 (Total contract value = \$114,785.63)
23-036 AM2	Dekra-Lite Industries, Inc. dba SD Street Banners	Community Street Banner Installation	IFB	Fair	5/1/2023 – 10/31/2025	\$19,834.50 AM2 (Total contract value = \$59,945.75)

Standard Agreements Exempt from Competitive Solicitation						
Contract #	Contractor	Purpose	Categorical Exemption / Exception	Effort Type	Term	Not to Exceed
25-008	Deaf Community Services of San Diego	American Sign Language Interpretation	Non-Profit	Fair	6/1/2025 – 7/31/2027	\$30,000.00
25-023	Lieberman Data and Insights, Inc.	Fairgrounds 2050 Community Survey Development & Deployment	Informal Procurement – 3 quotes provided	Year-Round	4/1/2025 – 12/31/2025	\$52,100.00

## ITEM 5 – CONSENT CALENDAR

April 2025

### Sole Source Standard Agreements

Contract #	Contractor	Purpose	Sole Source Justification	Effort Type	Term	Not to Exceed
25-020	Staff Pro Inc. dba Allied Universal Event Services	Grandstand Fire Watch Patrol	Public Exigency	Until Completed	3/11/2025 - 4/30/2025	\$74,052.00

### Revenue Contracts

#### Operator Agreements Exempt from Competitive Solicitation

Contract #	Contractor	Purpose	Categorical Exemption / Exception	Effort Type	Term	Amount
22-902 AM1	Event Money, Inc. dba Money Mobile	ATM Services	Revenue Generating	Year- Round	5/1/2025 – 4/30/2026	\$1 per transaction

#### Sponsorship Agreements

Contract #	Contractor	Purpose	Effort Type	Term	Amount
SPO-25-008	Northgate Gonzalez, LLC	Co-sponsor of Hispanic concerts and Sundays, providing culinary demonstrations, selling guacamole, and promoting the Fair in-store	Fair	6/1/2025 – 7/10/2027	\$120,000.00



**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-002

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

April 9, 2025

THROUGH END DATE

February 29, 2028

3. The maximum amount of this Agreement is:

\$6,824,040.00

Six Million Eight Hundred Twenty Four Thousand Forty 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	10
Exhibit A, Attachment 1	Standard Operating Procedures	3
Exhibit A, Attachment 2	District Grooming Standards	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Pricing Tables	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

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

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

**CONTRACTOR**

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

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. This Agreement is the result of a competitive solicitation incorporated by reference and made part of this Agreement.
- B. The contract term shall be for three (3) years with the possibility of two (2) one-year options to renew, at the sole and absolute discretion of the 22nd DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
- C. Elite Show Services, 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:
  - a. Contractor shall provide public access control, security and crowd control, alcohol, tobacco (including electronic devices) and illegal drug control, and asset protection in a professional manner. Services include providing roving patrols, operating metal detectors, and performing baggage checks. Contractor personnel shall check patrons and baggage for concealed weapons and explosives, alcohol, and illegal drugs, check and issue security passes, provide directions, and make security arrangements for authorized visitors and patrons. Additionally, the Contractor shall provide armed protection for specific events as determined by the District, monitor and respond to alarm systems, adequately communicate via radio, observe and report suspicious activity, apprehend and detain offenders when appropriate until law enforcement arrives. Contractor personnel shall record times of inspections and presence of persons, identify irregularities, (fire hazards, leaking pipes, lights left on, malfunctions of equipment or machinery, and unlocked security doors) and patrol areas and check doors, gates, and windows.
  - b. Contractor shall comply and assist with a safe evacuation plan coordinated by District Management, law enforcement, fire agencies, and medical agencies, and must perform all duties as outlined below.
  - c. In addition to enhancing the security of the public and District property, the District's goal is to achieve competitive rates and better public service through the Contractor's ability to implement and enhance professional crowd management skills and techniques. Contractor shall ensure adequate training programs for its staff and employees, maintain proper licensure and sufficient insurance coverage, utilize reliable equipment, and sufficient resources to pay federal payroll taxes.
- D. The services shall be performed at the District property located 2260 Jimmy Durante Blvd., Del Mar, CA 92014 and 14550 El Camino Real, Del Mar, CA 92014.

**EXHIBIT A  
SCOPE OF WORK**

E. 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 BY CONTRACTOR**

**A. Interim Events**

On an as needed basis, Contractor shall provide security and crowd control personnel for any or all responsibilities outlined in this Exhibit. In addition, Contractor may be required to staff interim events, 24-hours per day, 7 days a week, as needed. Interim events include District-hosted events and Third-Party Promoter events. In the event the District hosts an interim event, the District's Event Services Supervisor will contact the Contractor's Account Manager to arrange security requirements and billing. Contractor security personnel, upon request by the District at any time, shall present their Guard Card issued by the Department of Consumer Affairs, Bureau of Security Investigative Services (BSIS). Contractor security personnel shall complete and maintain current certification in First Aid and CPR. Security personnel shall present a copy of their certification or completion document for First Aid and CPR upon request by the District at any time. Contractor shall ensure that all personnel work no more than 8 hours per day, inclusive of a mandatory 30-minute check-in time at the beginning of each shift, as designated by the District. Contractor agrees no overtime shall be scheduled unless authorized by the District. Refer to Exhibit A, Attachment 1, Standard Operating Procedures. The estimated total hours needed for Security Personnel during Interim Events are 1,500.

**B. Fairtime**

During Fairtime, Contractor shall ensure that all personnel work no more than 8 hours per day, inclusive of a mandatory 30-minute check-in time at the beginning of each shift, as designated by the District. Contractor agrees no overtime shall be scheduled. Contractor security personnel, upon request by the District at any time, shall present their Guard Card issued by the Department of Consumer Affairs, Bureau of Security Investigative Services. Contractor security personnel shall complete and maintain current certification in First Aid and CPR. Security personnel to present a copy of their

## **EXHIBIT A SCOPE OF WORK**

certification or completion document for First Aid and CPR upon request by the District at any time. The District anticipates Contractor's Fairtime responsibilities will be broad in scope, requiring 24-hour security over an estimated 52 days. The Contractor shall organize staffing into three (3) rotating shifts per day, with an estimated staffing requirement of approximately two hundred fifty (250) personnel each day. Contractor staff assignments must consist of gate guards who are knowledgeable in the operation and processing of patrons through weapon detectors, 24-hour Exhibit security, roving patrols, bike patrols, credential access control, parking lot security, no-alcohol control points, concert security, concert ushering, parking enforcement, and other security/crowd management functions. Specific staffing requirements will be provided in advance by the District's Public Safety Director. Contractor must be able to respond to District's staffing requirements upon 24-hour notification.

Examples of fairtime staffing requirements are as follows:

- a. Grandstand Shows - 20 to 100 guards per show, depending upon the type of entertainment and anticipated attendance. The estimated total hours for Grandstand Shows are 13,870.
- b. Arena Events - 8 to 10 guards during large events such as festivals, action sports, and Concerts. The estimated total hours for Arena Events are 2,080.
- c. No-Alcohol Control Points - 10 to 25 guards per day. The estimated hours for No-Alcohol Control Points are 4,045.
- d. Parking Lots and Admission Gates (public access gates) - As needed; these areas may require up to 75 guards each day. The estimated total hours for Parking Lots and Admission Gates are 8,669.
- e. Operation of Weapon Detectors & Wands - 50 to 100 guards per day to operate walk-through weapon detectors and use of metal wands on members of the public. The estimated total hours for Operation of Weapon Detectors & Wands are 17,336.

### **C. Del Mar Thoroughbred Club (DMTC) Race Events**

The Del Mar Thoroughbred Club (DMTC) holds two primary horse racing seasons annually: the Summer Meet and the Fall Meet. The Summer Meet typically runs from late July to early September, while the Fall Meet is typically held from late November to early December. In addition to these regular meets, DMTC hosts specialty racing events such as the Pacific Classic and the Breeders' Cup in select years. Contractor services may be required on an as-needed basis and shall include, but are not limited to, the following:

- a. Crowd management and security for race meets and other racing events, including staffing the weapon detection systems at the various entry gates.
- b. Alcohol control: Enforcing DMTC, District, and ABC rules and regulations.

## **EXHIBIT A SCOPE OF WORK**

- c. Providing security for Hospitality events.
- d. Ensuring access control for major race events (e.g. Opening Day at the Races), including checking wristbands and credentials for access into restricted areas.
- e. Providing additional security as needed under the direction of DMTC Security, such as coverage for the stable area, quarantine area, and other designated areas as needed.

The estimated yearly hours needed for security personnel during DMTC Race events is 17,000.

### **D. Office**

Contractor shall be responsible for maintaining and cleaning a temporary modular office trailer provided by the District located on District property. Contractor agrees to supply all necessary office and technical equipment required for operations during interim events, the annual San Diego County Fair, and DMTC Race events.

### **E. Access to Grounds**

Contractor shall be provided with limited parking and admission credentials for management staff only. It shall be Contractor's responsibility to develop an identification badge for guards that must be pre-approved by District Management. These identification badges shall be presented at entry points designated by District Management.

### **F. Uniforms and Grooming**

While on duty for the District, all personnel employed by the Contractor shall be dressed in Contractor's uniform or coat and tie subject to the approval of District Management. Contractor's attire shall be neat in appearance, provide easy identification and shall be provided by Contractor at no expense to the District. District management reserves the right to approve all uniform identification, including color. All personnel are expected to meet the District Minimum Grooming Standards (Refer to Exhibit A, Attachment 2, District Grooming Standards). District Management reserves the right to approve all uniforms and identification and shall provide forty-five (45) days advance notification to Contractor of any special uniform requirements. The Fairgrounds is a non-smoking facility. There are no assigned smoking areas for patrons or employees, therefore smoking of tobacco products or electronic smoking devices are prohibited.

### **G. Equipment**

- a. As determined by the District, radios, headsets, flexible boom microphones, earplugs, flashlights, hand stamps, hand counters, metal detector wands, staff transportation binoculars and/or bicycles shall be provided by Contractor at no

## **EXHIBIT A SCOPE OF WORK**

additional cost to the District. Contractor shall ensure sufficient supply, including any additional equipment as requested by the District.

- b. Contractor must provide communication equipment to support radio systems for interim events and Fairtime operations, unless otherwise authorized by the District Security Manager. This equipment includes, but is not limited to, a permanent repeater on-site and antennae, and frequency purchased via a qualified Federal Communications Commission (FCC) representative.
- c. Contractor shall furnish, maintain and replace, at Contractor's expense, up to 90 handheld radios, and a permanent repeater for use during all events (Interim and Fairtime). Contractor shall have a minimum of 10% replacement radios on-site to assure that an adequate number of units is maintained at all times.

### **H. Account Manager**

Contractor shall provide an Account Manager to the District, who will serve as the primary point of contact. The Account Manager will be responsible for all aspects of this Agreement, including but not limited to: coordinating and scheduling contractor personnel, checking personnel in and out, time and attendance keeping, attending all event meetings, proper invoicing, communication with the District, conveying information to their staff, and posting procedures and instructions for their staff on specific events. It will be the Account Manager's sole responsibility to ensure that the District's requirements are met; all personnel are in place for their assignments; their staff is equipped to perform their duties and that staff is informed and on time. Contractor shall ensure that the Account Manager or designated Supervisor is present on-site during all event operation hours to coordinate with the District, except when fewer than five Contractor security personnel are scheduled without a supervisor, and Public Safety Management has been notified.

### **I. Meetings**

Contractor shall provide an on-site dedicated Account Manager who will attend event planning and other District meetings and events, as requested by the District. Meetings will be conducted for interim events, conventions, concerts, and the San Diego County Fair, and DMTC Race events. Meetings may include coordination or briefings with District Security, local law enforcement, event management and promoters. It will be mandatory that the Account Manager attend many of these meetings.

### **J. Standard Operating Procedures**

The District shall provide Standard Operating Procedures (SOP) to establish assignment notification, check-in, posting, and staffing. It shall be the responsibility of the District and Contractor to ensure compliance. All forms and formats used shall be in a manner mutually acceptable to the District and Contractor. Refer to Exhibit A, Attachment 1, Standard Operating Procedures.



## **EXHIBIT A SCOPE OF WORK**

### **K. Use of Subcontractors**

Contractor shall not subcontract, assign, or delegate any portion of the work or obligations under this Agreement. Any attempt to do so shall be deemed a material breach of contract agreement. Contractor will not schedule any personnel under 30-days employment and/or personnel who have not completed the contractor's new employee training program.

### **L. Timesheets**

Contractor personnel providing services under this Agreement shall record hours worked by event (such as San Diego County Fair, Car show, Home and Garden show, etc.). For example, an employee may be required to record an 8-hour day as follows: 6 hours to Home and Garden Show, 2 hours to the Car Show. As each timesheet is completed, Contractor must calculate the number of hours worked for each event. The Contractor shall develop and provide timesheets for its employees that accommodate the District's timekeeping requirements and train their employees to maintain their timesheets, as required. Timesheets shall be completed and submitted with the invoice.

### **M. Permits, Licenses, Bonding & Taxes**

Contractor shall obtain and maintain throughout the life of the contract all required permits, bonds and licenses to comply with State of California and Federal laws and regulations in connection with the work to be performed and shall provide copies of such permits and licenses to the District, upon request. Contractor shall be responsible for all costs associated with the required permits, licenses, bonds and taxes (i.e., federal payroll taxes).

### **N. Benefits and Compensation**

- a. Contractor personnel shall remain the Contractor's employees and shall not receive District benefits. The Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for Social Security, Workers' Compensation insurance, Medicare, unemployment insurance, retirement benefits, pensions, now or hereinafter imposed under any State or Federal law or by the Contractor salaries, or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and hold harmless the District from any claims for contributions, taxes, or liability thereof.
- b. Additionally, Contractor must conform to the provisions of the Immigration Reform and Control Act of 1986 (Public Law 99-603) by verifying the employment eligibility of each person referred to the District.
- c. **Any merit raises, bonuses, or other employee salary, or benefit increases, deemed necessary by the Contractor during the term of this agreement, are at the sole expense of the Contractor.**

**EXHIBIT A  
SCOPE OF WORK**

- d. Contractor shall be responsible for communicating its benefits, timecard and attendance, and safety policies, to the District and to Contractor's employees.
- e. Vacation pay or vacation time accrual shall not be charged as an expense and shall not be reimbursed by District.

**O. Employee Pre-Screening**

- a. Contractor shall carefully pre-screen all applicants prior to referral to the District to ensure that they possess all of the required skills and abilities to perform the assigned tasks and are legal to work in the State of California. **Should the District determine that a Contractor employee is working illegally or does not have the required skills and abilities, the District may request the dismissal of that person.**
- b. **All Contractor security personnel shall possess and carry a current and valid California guard registration card issued by BSIS.**

**P. Personnel & Minimum Staffing Levels**

- a. Contractor shall employ staff that are professional, courteous, helpful and considerate. Contractor's employees shall not use improper language or act in a loud, boisterous manner, or act in any inappropriate or improper manner as determined by District.
- b. Contractor shall reassign any employee after notification by District that such employee has engaged in unacceptable behavior. Contractor agrees that all personnel shall be employees of the Contractor, who has the sole and exclusive right to hire and discharge any employees and shall be solely responsible for all actions and functions to be carried out by its employees.
- c. Contractor shall provide proposed staffing and supervisor ratio levels subject to the review and approval by District and District shall retain the right to set staffing levels for all events. Any deviation from the approved plan must be pre-approved by District.

**Q. Staffing Guaranty**

**Contractor shall guaranty the availability of sufficient qualified staffing to meet District's requirements as described in this Agreement. In the event, Contractor cannot meet these requirements such as, a no show, staffing shortages, or other performance issues related to unqualified staffing, District may deduct \$100.00 per occurrence.** If this occurs, District reserves the right to outsource their requirements to an alternative contractor to ensure a safe and secure event. Contractor will be responsible for any and all additional costs District may incur as a result of their failure to meet District's staffing requirements.

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

**R. District Rights**

District reserves the following rights with regard to this Agreement:

- a. The right to conduct reference and background checks on contractor personnel.
- b. The right to refuse to continue the employment of contractor personnel unable to perform the assigned duties to its satisfaction.
- c. The right to offer employment to any individual previously employed by District or referred by the District to the Contractor. District shall pay no placement fee to Contractor should this occur.
- d. The right to offer employment to any Contractor-referred individual who successfully participates in the District's normal recruitment process. District shall pay no placement fee to the Contractor should this occur.
- e. The right to have any temporary employee not satisfactory to the District removed from consideration for all District assignments.

**S. Required Acknowledgement of all Contractor Employees**

Contractor shall require all personnel to acknowledge the following in writing prior to their being assigned to District:

- a. That they are not employees of the District and that their compensation and benefits are to be solely provided by Contractor.
- b. That their assignment to the District does not entitle them to any right or privilege to apply for or to be appointed to any eligibility list or position of employment with the District beyond that to which the general public is entitled.
- c. That the District has the right to request the Contractor at any time to terminate their assignment to the District and that they have no recourse against the District in the event of any such termination.

**T. Fire Regulations**

All fire regulations as prescribed by the District Fire Marshall must be strictly observed.

**U. Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 22nd District Agricultural Association, as these employees and officers are not permitted to accept them. Contractor employees while performing duties for the District or DMTC are prohibited from accepting any gift or gratuity from any customers, contractors or promoters.

## EXHIBIT A SCOPE OF WORK

### V. Overtime Payments

Contractor shall be responsible for all personnel scheduling. The scheduling shall be conducted in a manner that minimizes any overtime. Contractor is responsible for any accrued overtime during operating hours, unless exclusively approved by District Public Safety Director. Overtime payments shall only be authorized for those employees of Contractor who actually perform overtime work at District's request and are paid at overtime rates for District events, exclusive of any other time worked at any other location. It shall be Contractor's obligation to schedule personnel and shifts accordingly to prevent overtime, should events be longer than 8 hours. The District may on occasion approve up to 2.5 hours of overtime on an 8-hour shift, overtime in excess of 2.5 hours will be Contractor's responsibility. **Any overtime incurred due to the inability of the Contractor to schedule accordingly or supply requested numbers of employees will be at Contractor's expense.**

### W. Job Classifications and Duties:

#### 1. Security Guard

The Contractor shall ensure that all security guards complete Security and Emergency Procedures Training, including but not limited to crowd control, managing irate or hostile individuals, and public relations. Guards shall be professional and courteous at all times while on duty. Guards must have the ability to communicate and understand basic oral and written instructions in English; bilingual is preferred but not mandatory. Guards also must have the ability to lift items weighing up to 49 pounds and operate handheld radios and other detection equipment when necessary. Guards must follow and enforce all District rules, policies, and procedures and State and Federal laws at all times. Guards shall interact with law enforcement, fire, and medical personnel, and interact with members of the public in an official capacity, have strong communication, de-escalation and negotiation skills, as well as possess keen observation skills, and have the ability to identify, monitor, and address any emerging threats related to particular events, such as where alcohol is served. Key factors include the estimated attendance, type of event, and availability of alcohol served at the venue/event.

Duties shall include but are not limited to the following:

- a. Crowd management and security for concerts and special events ranging from small to very large attendance. This includes providing security for equipment, concert staff, VIP areas and green rooms.
- b. Access control – the ability to interpret orders to identify credentials for access to restricted areas.
- c. Checking and issuing security passes.
- d. Giving directions.
- e. Coordinating and managing crowd in a safe manner during an evacuation.
- f. Making security arrangements for authorized visitors and patrons.
- g. Providing armed protection for specific events.

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

- h. Monitoring and responding to alarm systems.
- i. Communicating via radio.
- j. Observing and reporting suspicious activity.
- k. Apprehending offenders when appropriate and detaining until law enforcement personnel arrive.
- l. Recording times of inspections and presence of persons.
- m. Estimating attendance of event and monitoring the availability of alcohol served at the venue/event.
- n. Watching for irregularities (fire hazards, leaking pipes, lights left on, malfunctions of equipment or machinery, and unlocked security doors).
- o. Patrolling areas and checking doors, gates, and windows.

2. Security Supervisor

Security Supervisor shall share the same description as the Security Guard and all of the same duties in addition to the following:

- a. Ability to read and understand Event Orders.
- b. Knowledge of the grounds (including Horsepark) and location of major buildings or landmarks.
- c. Familiarity with this Agreement, District Security, equipment, and check-in and out procedures.
- d. Knowledge of the District Security Patrol office location and Event information location(s).
- e. Familiarity with the District Department structure and staffing.
- f. Supervising groups of Security Guards.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-003

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Inter-Con Security System, Inc

2. The term of this Agreement is:

START DATE

June 1, 2025

THROUGH END DATE

August 31, 2027

3. The maximum amount of this Agreement is:

\$368,126.00

Three Hundred Sixty Eight Thousand One Hundred Twenty Six 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	8
Exhibit A, Attachment I	Standard Operating Procedures	3
Exhibit A, Attachment II	Grooming Standards	2
Exhibit A, Attachment III	Technical Proposal	15
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B Attachment I	Pricing Tables	2
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.)

Inter-Con Security System, Inc

CONTRACTOR BUSINESS ADDRESS

210 South DeLacey Avenue

CITY

Pasadena

STATE

CA

ZIP

91105

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

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. The contract term shall be for twenty-seven (27) months, with the possibility of two (2) one-year options to renew, at the sole and absolute discretion of the District. The contract is subject to annual evaluation and certification that Contractor has met all contract requirements. District may decide, in its sole and absolute discretion, whether to exercise any option under the contract.
- C. Inter-Con Security System, Inc. hereinafter referred to as Contractor agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide unarmed guard service on bicycles to patrol the entire Del Mar Fairgrounds property and its parking lots. Contractor shall respond to calls for assistance, emergency situations, guest service or general information. This contract will serve for year-round service, including the annual San Diego County Fair and year-round events.

- D. The services shall be performed at the Del Mar Fairgrounds, 2260 Jimmy Durante Blvd., Del Mar, CA 92014.
- E. The services shall be provided during the annual San Diego County Fair and may also be required for interim events on an as-needed basis.
- F. Contractor must be able to respond to District's staffing requirements. Staffing shall consist of no more than 8-hour shifts per workday for each staff. Overtime shall not be incurred due to insufficient staffing by Contractor.
- G. The Project Representatives during the term of this Agreement will be

22 <sup>nd</sup> District Agricultural Association	Contractor: Inter-Con Security System, Inc.
Name: Mark Elvins, Public Safety Director	Name: Kevin Hernandez
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 210 South DeLacey Avenue Pasadena, CA 91105,
Phone: (858) 792-4282 x4282	Phone: (626) 535-2200
e-mail: melvin@sdfair.com	e-mail:

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

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

- A. Background and Goals

## **EXHIBIT A SCOPE OF WORK**

The San Diego County Fair is open to the public and runs for approximately 4 weeks in 2025 from beginning of June to first week of July, utilizing the entire Fairgrounds property. The San Diego County Fairs take place approximately the similar date range in subsequent years. The San Diego County Fair is closed to the public on Mondays and Tuesdays; however, security services are required on those days, at a reduced capacity and a week prior the start of the Fair.

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over these 4 weeks. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend days attendance could be as high as 70,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, concessions, festivals, concerts, animal shows, entertainment, sporting events, etc.

The goal is to provide bicycle patrol security to assist with the movement of emergency vehicles or large vehicles through guest crowds or through otherwise congested areas of the fairgrounds for a 28-day time period to cover the San Diego County Fair, including pre-fair and post-fair dates. Provide back-up for law enforcement, concerts, special events and special circumstances requiring quick and professional response. Refer to Exhibit A, Attachment I, Standard Operating Procedures.

### **B. Contractor Responsibilities**

- 1) Contractor must hold a valid and current Private Patrol Operator (PPO) license issued by the Department of Consumer Affairs, the Bureau of Security and Investigative Services (BSIS).
- 2) Bicycle Patrol Guards shall carry a current and valid California registration card (Guard Card) issued by BSIS while performing services. Contractor shall acknowledge that the District holds the right to request any Contractor security personnel to present their Guard Card at any time.
- 3) Contractor shall ensure that all security guards complete the following training at the Contractor's expense:
  - a. First Aid and Cardiopulmonary resuscitation (CPR); All guards must complete and maintain current certification in First Aid and CPR. A copy of the certification or completion document must be provided to the District upon request. The certification cards must be carried by the guards while providing services under this Agreement.
  - b. Security and Emergency Procedures Training; Guards must be fully trained in security and emergency procedures, including but not limited to crowd control, managing irate or hostile individuals, and public relations.
- 4) Bicycle Patrol Guards must be experienced in de-escalation tactics and have excellent customer service.

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

- 5) Contractor shall provide all their Bicycle Patrol Guards with bicycles and ensure that bicycles are well-maintained and in good visible condition.
- 6) Contractor shall provide replacement/back-up bicycle units in the event one becomes inoperable at the Contractor's expense. The replacement of a bicycle shall occur the same day or at the latest on the following operational Fair or event workday.
- 7) Contractor must ensure that an on-site lead guard or supervisor is present during all hours of operation to coordinate with the District's Public Safety Assistant Director or Director.
- 8) Contractor shall provide all of their Bicycle Patrol Guards with Contractor's uniform, subject to the approval of District Management. Contractor's attire shall clearly identify Bicycle Patrol Guards.. The Contractor's personnel must have clearly visible Identification Cards on them at all times while providing services under this Agreement.
- 9) Contractor shall ensure all personnel follow Grooming Standards set by the District outlined in Exhibit A, Attachment II.
- 10) Contractor personnel shall exhibit positive interactions with all guests, vendors, concessioners, employees, and others at all times. Personal communication and entertainment including texting, making non-work-related phone calls, and wearing headphone or earbuds are not permitted during the performance of their duties under this Agreement.
- 11) All guards shall use two-way communication radios, provided by Contractor.
- 12) During a scheduled event, Contractor shall be responsible for daily communication with specified District personnel. Contractor shall immediately notify District personnel of any issue(s) that may impact safety. Updates shall be communicated to District personnel as necessary and without limitation. Contractor shall immediately notify the District if personnel or supervisors use any level of force.
- 13) Contractor shall submit a Daily Equipment Inspection Sheet to the District each event day, which shall include proper documentation to verify that all equipment has been inspected on a daily basis to ensure proper operation and safety.
- 14) Contractor Bicycle Patrol Guard shall perform the following duties:
  - a. Monitors flow of people and crowd control at various areas by using practices and methods of safety.
  - b. Handles escalated guest issues by focusing on de-escalation tactics and developing effective solutions.
  - c. Provides excellent guest service to not only Fair patrons, but also Fair vendors, concessionaires, employees, and sponsorship.
  - d. Meets and works effectively with various departments to obtain information and to resolve any pressing issues, ensures adequate staffing levels are met.

## **EXHIBIT A SCOPE OF WORK**

- e. Works closely with law enforcement, first aid, dispatch, and other various Public Safety team members to ensure pertinent information is shared and sees that the fairgrounds are a safe venue for all guests and employees.

15) Contractor Bicycle Patrol Supervisor shall share the same description as the Bicycle Patrol Guard and all of the same duties in addition to the following:

- a. Ability to read and understand Event Orders.
- b. Knowledge of the grounds and location of major buildings or landmarks.
- c. Familiarity with this Agreement, District Security, equipment, and check-in and out procedures.
- d. Knowledge of the District Security Patrol office location and Event information location(s).
- e. Familiarity with the District Department structure and staffing.
- f. Supervising groups of Patrol Guards.

16) Work Order

The Work Order estimates the time range during which guards are required at the designated location. Contractor shall provide an adequate number of staff to cover the specified time range, ensuring that shifts do not exceed 8 hours per workday for each individual staff member. For instance, if the Work Order requests one guard from 11 AM to 11 PM, this would require two shifts of one guard each to cover the entire duration. Contractor shall be responsible for ensuring sufficient staffing levels; any overtime incurred due to inadequate staffing will not be permitted and shall be the sole responsibility of the Contractor. Contractor shall confirm the required service hours and number of staff with the Public Safety Director, and a signed Work Order shall be submitted along with the invoice.

17) Account Manager

Contractor shall provide an Account Manager to the District, who will serve as the primary point of contact. The Account Manager will be responsible for all aspects of this Agreement, including but not limited to: coordinating and scheduling contractor personnel, checking personnel in and out, time and attendance keeping, attending all event meetings, proper invoicing, communication with the District, conveying information to their staff, and posting procedures and instructions for their staff on specific events. It will be the Account Manager's sole responsibility to ensure that the District's requirements are met; all personnel are in place for their assignments; their staff is equipped to perform their duties and that staff is informed and on time.

18) Meetings

Contractor shall ensure the Account Manager or designated Supervisor attends all event planning meetings and other District meetings as requested by the District. Account Manager or Supervisor shall be on-site during all event operation hours of the event to coordinate with the District. These meetings may include coordination or briefings with District Security, local law enforcement, event management, and event

## EXHIBIT A SCOPE OF WORK

promoters. This requirement applies to the San Diego County Fair as well as any other interim events.

### 19) Employee Pre-Screening

- a. Contractor shall carefully pre-screen all applicants prior to referral to the District to ensure that they possess all of the required skills and abilities to perform the assigned tasks and are legal to work in the State of California. **Should the District determine that a Contractor employee is working illegally or does not have the required skills and abilities, the District may request the dismissal of that person.**
- b. **All Contractor patrol guards must possess a current and valid California guard registration card (Guard Card) issued by the Bureau of Security and Investigative Services prior to the commencement of any services. Contractor shall, upon request by the District, provide a copy of their personnel Guard Card.**

### 20) Personnel & Minimum Staffing Levels

- a. Contractor shall employ staff that are professional, courteous, helpful and considerate. Contractor's employees shall not use improper language or act in a loud, boisterous manner, or act in any inappropriate or improper manner as determined by District.
- b. Contractor shall reassign any employee after notification by District that such employee has engaged in unacceptable behavior. Contractor agrees that all personnel shall be employees of the Contractor, who has the sole and exclusive right to hire and discharge any employees and shall be solely responsible for all actions and functions to be carried out by its employees.

### 21) Use of Subcontractors

Contractor shall not subcontract, assign, or delegate any portion of the work or obligations under this Agreement. Any attempt to do so shall be deemed a material breach of contract agreement. Contractor will not schedule any personnel under 30-days employment and/or personnel who have not completed the contractor's new employee training program.

### 22) Timesheets

Contractor's personnel providing services under this Agreement shall record hours worked by event (such as Grandstand Concerts, Sound Concerts, Horseshows, etc.). For example, an employee may be required to record an 8-hour day as follows: 6 hours to Home and Garden Show, 2 hours to the Car Show. As each timesheet is completed, Contractor must calculate the number of hours worked for each event. The Contractor shall develop and provide timesheets for its employees that accommodate the District's timekeeping requirements and train their employees to

## **EXHIBIT A SCOPE OF WORK**

maintain their timesheets, as required. Timesheets shall be completed and submitted with the invoice.

### **23) Staffing Guaranty**

Contractor shall guaranty the availability of sufficient qualified staffing to meet District's requirements as described in this Agreement. In the event, Contractor cannot meet these requirements such as, a no show, staffing shortages, or other performance issues related to unqualified staffing, District may deduct \$100.00 per occurrence. If this occurs, District reserves the right to outsource their requirements to an alternative contractor to ensure a safe and secure event. Contractor will be responsible for any and all additional costs District may incur as a result of their failure to meet District's staffing requirements.

### **24) Required Acknowledgement of all Contractor Employees**

**Contractor shall require all personnel to acknowledge the following in writing prior to their being assigned to District:**

- a. That they are not employees of the District and that their compensation and benefits are to be solely provided by Contractor.**
- b. That their assignment to the District does not entitle them to any right or privilege to apply for or to be appointed to any eligibility list or position of employment with the District beyond that to which the general public is entitled.**
- c. That the District has the right to request the Contractor at any time to terminate their assignment to the District and that they have no recourse against the District in the event of any such termination.**

### **25) Fire Regulations**

All fire regulations as prescribed by the Fire Marshall must be strictly observed.

### **26) Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 22nd District Agricultural Association, as these employees and officers are not permitted to accept them. Contractor employees while performing duties for the District are prohibited from accepting any gift or gratuity from any customers, contractors or promoters.

### **27) Permits, Licenses, Bonding & Taxes**

Contractor shall obtain and maintain throughout the life of the contract all required permits, bonds and licenses to comply with State of California and Federal laws and regulations in connection with the work to be performed and shall provide copies of



## EXHIBIT A SCOPE OF WORK

such permits and licenses to the District, upon request. Contractor shall be responsible for all costs associated with the required permits, licenses, bonds and taxes (i.e., federal payroll taxes).

### 28) Access to Grounds

Contractor shall be provided with limited parking and admission credentials for management staff only. It shall be Contractor's responsibility to develop an identification badge for guards that must be pre-approved by District Management. These identification badges shall be presented at entry points designated by District Management

### 3. District Rights and Responsibilities

- A. The District will provide limited on-site storage for the bicycles throughout the run of the San Diego County Fair.
- B. The District will provide a breakroom for personnel throughout the run of the San Diego County Fair.
- C. The right to conduct reference and background checks on contractor personnel.
- D. The right to refuse to continue the use of contractor personnel unable to perform the assigned duties to District's satisfaction.
- E. The right to offer employment to any Contractor-referred individual who successfully participates in the District's normal recruitment process. District shall pay no placement fee to the Contractor should this occur.
- F. The right to have any temporary employee not satisfactory to the District removed from consideration for all District assignments.

### 4. Estimated Number of Service Hours and Personnel Needed Annually:

Contractor will provide personnel for approximately 28-day period during the San Diego County Fair. The District will require **one trained supervisor and eight trained guards** for each shift, two shifts a day, every Fair day. Non-fair days will consist of one trained supervisor and four trained guards for each shift, two shifts a day.

Two shifts with no more than 8-hour each shift will cover active fair days: first shift will start at 9:30 AM and end at 6:00 PM, second shift will start at 4:30 PM and end at 1:00AM the following day.

Two shifts will cover non-active fair days: first shift will start at 11:00 AM and end at 3:00PM, second shift will start at 3:00 PM and end at 7:00 PM (See staffing requirements below).

The hours listed below are included to help the Contractor gain an understanding of the estimated hours and allocation of service; however, all quantities provided below and on the Pricing Proposal are approximations. Contractor will not be guaranteed any specific amount of work.

Actual work to be performed will be directed by the District and will vary from year to year. If changes in operating hours and or number of days of the annual San Diego County Fair result in additional costs, the contract will be amended to reflect the actual hours serviced. Invoices must reflect the actual hours serviced at the rate indicated on the Pricing Proposal.

**EXHIBIT A  
SCOPE OF WORK**

\*Requested days and shift hours are subject to change.

**Estimated Hours for Initial Contract Term (June 1, 2025 to August 31, 2025)**

<b>Support Staff</b>	<b>Number of Staff</b>	<b>Total Estimated Hours</b>
Mobile Security Supervisor	2	400
Mobile Security Guard	16	3100

**Estimated Hours for Initial Contract Term (September 1, 2025 to August 31, 2026)**

<b>Support Staff</b>	<b>Number of Staff</b>	<b>Total Estimated Hours</b>
Mobile Security Supervisor	2	400
Mobile Security Guard	16	3100

**Estimated Hours for Initial Contract Term (September 1, 2026 to August 31, 2027)**

<b>Support Staff</b>	<b>Number of Staff</b>	<b>Total Estimated Hours</b>
Mobile Security Supervisor	2	400
Mobile Security Guard	16	3100

**Estimated Hours for Contract Option Year One (September 1, 2027 to August 31, 2028)**

<b>Support Staff</b>	<b>Number of Staff</b>	<b>Total Estimated Hours</b>
Mobile Security Supervisor	2	400
Mobile Security Guard	16	3100

**Estimated Hours for Contract Option Year Two (September 1, 2028 to August 31, 2029)**

<b>Support Staff</b>	<b>Number of Staff</b>	<b>Total Estimated Hours</b>
Mobile Security Supervisor	2	400
Mobile Security Guard	16	3100

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

**23-034**

AMENDMENT NUMBER

**2**

Purchasing Authority Number

**GL#: 600100-30**

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Siegan Digital Imaging dba Siegan Design

2. The term of this Agreement is:

START DATE

April 12, 2023

THROUGH END DATE

October 11, 2025

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

\$114,785.63

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

The purpose of this Amendment is to increase funding to accommodate additional banners needed for increased community participation in District's annual Street Banner Program and to exercise the first one-year option, extending the contract term by one year and increasing the dollar amount by \$42,958.53.

\$9,866.51 is hereby added to the Option Year One amount of \$33,092.02, bringing the new amount for Option Year One to \$42,958.53.

The maximum amount of this Agreement is hereby amended from \$71,827.10 to \$114,785.63. The Through End Date is hereby amended from October 11, 2024 to October 11, 2025.

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

Amendment effective date: October 11, 2024

*All other terms and conditions shall remain the same.*

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

**CONTRACTOR**

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

Siegan Digital Imaging dba Siegan Design

CONTRACTOR BUSINESS ADDRESS

868 16 Street

CITY

San Diego

STATE

CA

ZIP

92101

PRINTED NAME OF PERSON SIGNING

Craig Siegan

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.

The contract term is (18) Eighteen months effective from April 12, 2023, through October 11, 2024, with the possibility of (3) Three one-year options to renew, at the sole and absolute discretion of the 22<sup>nd</sup> DAA.

2. Contractor agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, herein after referred to as District, with services as described herein:
- a. At the direction and to the satisfaction of District Management, Contractor shall provide all labor, tools, equipment, supplies, to perform banner printing services of promotional banners.
  - b. Contractor shall print San Diego County Fair promotional banners, with artwork provided by the District, in the sizes and quantities listed below.

<b>Banner Dimensions</b>	<b>Quantity</b>
30 x 95 in.	<del>267</del> <b>265</b>
30 x 94 in.	<del>503</del> <b>578</b>
30 x 84 in.	65
30 x 96 in.	64
<del>28 x 52.5 in.</del>	<del>40</del>
27 x 78 in.	69
<b><u>20 x 62 in.</u></b>	<b><u>16</u></b>
<b><u>17.75 x 37.5 in.</u></b>	<b><u>40</u></b>
<b><u>28.25 x 59.5 in.</u></b>	<b><u>38</u></b>

- c. Banners are to be printed both sides on 16 oz. block-out vinyl, with hem and grommet, plus sleeves on the top and bottom.
  - d. Contractor agrees to print all banners before May 15, 2023 **2025**
  - e. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
  - f. Contractor agrees to provide the above printing services in the quantities, sizes, and rates listed above and in the Table. Rates shall include all necessary printing materials, labor, service calls, tools, transportation, fuel, equipment, supplies, taxes, and fees.
3. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Siegan Digital Imaging
Name: Luis Valdivia	Name: Craig Siegan
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 868 16 <sup>th</sup> street San Diego, CA 92101
Phone: (858) 755-1161 Ext 2571	Phone: (619) 232-9664
e-mail: <a href="mailto:lvaldivia@sdfair.com">lvaldivia@sdfair.com</a>	e-mail: <a href="mailto:craig@siegandigital.com">craig@siegandigital.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.

STD 213A (Rev. 4/2020)	AGREEMENT NUMBER 23-036	AMENDMENT NUMBER 2	Purchasing Authority Number GL#: 600100-30
<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES			

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  
Dekra-Lite Industries, Inc. dba SD Street Banners

2. The term of this Agreement is:

START DATE  
May 1, 2023

THROUGH END DATE  
October 31, 2025

3. The maximum amount of this Agreement after this Amendment is:  
\$59,945.75  
Fifty Nine Thousand Nine Hundred and Forty Five Dollars and Seventy Five Cents

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

The purpose of this Amendment is to add funding to cover anticipated increased services for some communities participating in the District's annual Street Banner Program, and to exercise the first one-year option, extending the contract term by one year and increasing the dollar amount by \$19,834.50.

\$4,027.00 is hereby added to the Option Year One amount of \$15,807.50, bringing the new amount for Option Year One to \$19,834.50.

The maximum amount of this Agreement is hereby amended from \$40,111.25 to \$59,945.75. The Through End Date is hereby amended from October 31, 2024 to October 31, 2025.

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

Amendment Effective Date: October 31, 2024.

All other terms and conditions shall remain the same.

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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Dekra-Lite Industries, Inc. dba SD Street Banners

CONTRACTOR BUSINESS ADDRESS 3102 W. Alton Avenue	CITY Santa Ana	STATE CA	ZIP 92704
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PRINTED NAME OF PERSON SIGNING Russell Warner	TITLE General Manager
--	--------------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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**Exhibit A**  
**SCOPE OF WORK**

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
2. The contract term shall be Eighteen (18) months, effective from May 1, 2023, through October 31, 2024, with the possibility of (3) Three one-year options to renew, at the sole and absolute discretion of the 22<sup>nd</sup> DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22<sup>nd</sup> DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
3. SD Street Banners, hereinafter referred to as Contractor, agrees to provide banner installation and removal services in various cities / communities throughout the San Diego area for the 22<sup>nd</sup> District Agricultural Association, herein after referred to as District, as described herein:
  - a. At the direction and to the satisfaction of District Management, Contractor shall provide all labor, tools, transportation, fuel, equipment, supplies, and necessary permits to perform banner installation and removal services of promotional banners for the District.
  - b. Contractor shall install and remove San Diego County Fair promotional banners, provided by the District, to existing streetlights and/or banner poles in the cities / communities listed below.
  - c. Contractor shall be responsible for picking up all the banners from District's banner printing vendor and shall coordinate the pick-up date/time for all San Diego County banners (approximately 317) with District's Marketing Representative.
4. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	SD Street Banners
Name: Jennifer Hellman	Name: Russell Warner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 3102 W. Alton Avenue Santa Ana, CA 92704
Phone: 858-792-4227	Phone: 310-775-1060
e-mail: <a href="mailto:jhellman@sdfair.com">jhellman@sdfair.com</a>	e-mail: <a href="mailto:russ@sdstreetbanners.com">russ@sdstreetbanners.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.

5. WORK TO BE PERFORMED:
  - a. For the ~~2023~~ **2025** Fair, Contractor agrees to install all banners before May 31, ~~2023~~ **2025**, and remove all banners before July 28, ~~2023~~ **2025**. Installation and removal deadlines for future fairs will be established if/when option years are exercised. However, Contractor should anticipate annual deadlines to be by end of May for installation and end of July for removal.
  - b. Contractor shall coordinate with District's Marketing Representative for a list of each designated city/community representative and their contact information for coordination of exact time and location of installation and removal services.

**Exhibit A**  
**SCOPE OF WORK**

- c. Upon removal of banners, Contractor shall give the used Fair banners to each designated community representative.

Contractor shall provide the installation and removal of the following banners in the locations and quantities listed below:

Location/Community	No. of Banners	Size of Banners
El Cajon Blvd.	<del>41</del> <b>40</b>	30 x 95 in.
Jimmy Durante Blvd.	60	30 x 95 in.
Del Mar – Paddock	<del>23</del> <b>25</b>	30 x 95 in.
Lemon Grove	35	30 x 84 in.
Oak Park	<del>40</del> <b>39</b>	30 x 94 in.
Sherman Heights	<del>44</del> <b>40</b>	30 x 95 in.
Vista	<del>40</del> <b>78</b>	<del>28 x 52.5 in.</del>
<del>City Heights</del>	<del>50</del>	<del>30 x 95 in.</del>

- d. Each individual city/community is responsible for providing the brackets and bands for placement of the banners. The brackets and bands are pre-installed on the streetlights and banner poles prior to hanging of the banners.
- e. The District is responsible for monitoring the banners throughout the contract term for any loose banners or banners in need of repair at each individual city/community where the banners are located.
- f. District shall notify Contractor of any loose or broken banners, brackets, bands, or any repairs that should be required at any of the above locations. Contractor shall respond to District's call/request for service within forty-eight (48) hours upon receiving notification.
- g. Contractor shall remove and re-install any banners that were in-place prior to the installation of District's promotional banners. Depending on each individual city/community request, Contractor shall either deliver removed banners to District for safe storage or give to each designated city/community representative for safe-keeping while District's promotional banners are being displayed. Contractor shall re-hang the city/community banners upon removal of District's banners.
- h. Contractor must provide appropriate licenses and permits - to install banners in all of the locations/cities described in this contract. Contractor must provide C-61/D-42 license for Specialty Non-Electrical Sign from Contractor State License Board (CSLB). Each of the locations/cities may have different rules and requirements to be followed when installing banners. Banner permits must be pulled for all banners in all cities according to each city before installation begins.
- i. Contractor may also be required to furnish and maintain traffic control devices when lane closures along the roadway are required to place the banners. Some cities may require work zone type traffic control guidelines such as those used for street construction, maintenance and utility operations. In addition, Contractor may be required to provide specialized equipment used to install banners. It is the Contractor's responsibility to know and adhere to these requirements and/or rules for each location/city. All costs associated with the adherence of these



**Exhibit A**  
**SCOPE OF WORK**

requirements or equipment is the responsibility of the Contractor and they must be included in the unit price of installation.

- j. Contractor must perform the installation and removal of banners in a manner that is safe to themselves and the public.
- k. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA)
- l. Contractor will be liable for damage or loss of banners while in their custody or during installation or removable.
- m. Contractor must perform the installation of the banners in a professional manner and to each city/location and the District's satisfaction. Damage to City or private property or mistakes in installation or location due to the Contractor's negligence must be corrected and/or repaired in a timely manner and at Contractor's expense.
- n. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
- o. Contractor shall provide traffic control plan when requested.
- p. Contractor shall execute an installation plan between midnight and 4:00 a.m. when requested.
- q. Contractor shall provide two (2) million dollars of general liability insurance, with four (4) million dollars general aggregate, and automobile liability insurance.
- r. Contractor shall add the above communities as additionally insured when requested.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-008

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Deaf Community Services of San Diego

2. The term of this Agreement is:

START DATE

June 1, 2025

THROUGH END DATE

July 31, 2027

3. The maximum amount of this Agreement is:

\$30,000.00

Fifty Thousand Dollars and Zero Cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
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.)

Deaf Community Services of San Diego

CONTRACTOR BUSINESS ADDRESS

1240 E. Plaza Blvd. Suite 604 Box# 471.

CITY

National City

STATE

CA

ZIP

91950

PRINTED NAME OF PERSON SIGNING

Monique Ball

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. TBD, hereinafter referred to as Contractor agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. The Contractor shall provide: American Sign Language Interpretation.
- C. The services shall be performed at District, Del Mar Fairgrounds located at 2260 Jimmy Durante Blvd. Del Mar, CA 92014.
- D. The services shall be performed from June to July, during the annual San Diego County Fair.
- E. The project representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor: Deaf Community Services of San Diego
Attention: Amy Billburg, ADA Manager	Attention: Elaine Rosas, Director of Interpreting Services
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 1240 E. Plaza Blvd. Suite 604 Box# 471. National City, CA 91950
Phone: (858) 792-4217	Phone: 619 398-2488
Email Address: <a href="mailto:abillburg@sdfair.com">abillburg@sdfair.com</a>	Email Address: <a href="mailto:erosas@dcsofsd.org">erosas@dcsofsd.org</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. Upon request contractor shall facilitate communication between hearing individuals and those who are deaf or hard of hearing by accurately translating spoken or sung language into American Sign Language (ASL) and vice versa, across various entertainment settings and community events. Contractor's interpreter shall ensure the deaf or hard of hearing person fully understands and participates in the entertainment. The contractor's duties include interpreting not only words but also nuances, cultural context, and body language during the San Diego County fair which takes place in June and July. Concerts typically starting around 5pm and lasting between four (4) hours to six (6) hours with start and duration times varying depending on performance schedule.
- F. Services shall include all openers, pre and post acts and other entertainment during the show.
- G. Contractor must be qualified to perform services as described by the Americans with Disabilities Act.  
Set

**EXHIBIT A  
SCOPE OF WORK**

- H. Contractor's interpreter must obtain certification from one of the following institutions, or any other equivalent certification approved by District, and provide proof of certification upon request:
  - a. The National Registry of Interpreters for the Deaf (RID)
  - b. The National Association of the Deaf (NAD)/California Association of the Deaf (CAD)
  - c. American Sign Language Teachers Association (ASLTA)
  - d. The California Department of Rehabilitation at a competency Level III.
- I. Contractor shall ensure interpretation is of high quality and has a minimum accuracy of 75%.
- J. Contractor shall be physically present at the entertainment to provide services.
- K. Two (2) interpreters shall be provided concurrently for each service.
- L. Contractor's interpreter must be able to present on stage as well as in front of livestreaming video recording.
- M. Contractor's interpreters shall dress in appropriate professional attire and shall be courteous, efficient, and neat and clean in appearance.
- N. Contractor's interpreter must be adept in translating at concerts and/or entertainment events which at times are unstructured with more than two (2) people speaking simultaneously and must be familiar with and adapt quickly to a variety of speaking and/or singing styles and accents.
- O. Contractor must be prepared to provide services without a "set list" in advance.
- P. The 22<sup>nd</sup> DAA may need additional occurrences of interpretation services that are unanticipated. For unanticipated service needs, the 22<sup>nd</sup> DAA will submit a request to the Contractor providing as much notice as is feasible. Contractor shall provide these services on an as needed basis subject to availability.
- Q. Contractor shall perform the above services **in accordance with the rates identified in Exhibit B, Service Rates.**
- R. Contractor shall provide services on an as-needed basis with minimum of ten (10) calendar days of advance notification.
- S. The Contractor is not guaranteed any specific amount of work. The actual work to be performed will be determined by District and may vary from year to year.
- T. 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.

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

**3. DISTRICT RESPONSIBILITIES**

- A. District will provide parking and gate access to contractor.
- B. District will provide event schedule as early as possible, however, contractor shall prepare to provide service without the event schedule.
- C. District will provide appropriate seating arrangements to ensure that audience member(s) have a clear and unobstructed view of the interpreters.
- D. District will ensure adequate lighting is provided to ensure the interpreters are visible during the performance.
- E. District will provide a sheet music stands to the interpreters. When the performance is a concert, a voice-only monitor or other listening aid device will be provided.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-023

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

Lieberman Data and Insights, Inc.

2. The term of this Agreement is:

START DATE

April 1, 2025

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

\$52,100.00

Fifty Two Thousand One 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	4
Exhibit D	Special Terms & Conditions	5
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.)

Lieberman Data &amp; Insights Research

CONTRACTOR BUSINESS ADDRESS

2292 Faraday Ave.

CITY

Carlsbad

STATE

CA

ZIP

92008

PRINTED NAME OF PERSON SIGNING

Drew Lieberman

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Lieberman Data and Insights, Inc., hereinafter referred to as the Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein:
- B. The Contractor shall provide polling and research services related to public sentiment in San Diego County regarding attitudes toward events and activities on District property and the District's master site planning outreach and development efforts, also known as "Fairgrounds 2050."
- C. Services include fielding a quantitative survey of residents in San Diego County into a statistically valid sample that allows can inform the District around key sentiments and preferences among residents.
- D. The services shall be performed remotely and in person for presentations, with the Contractor providing services from their own location and communicating with District using virtual communication tools such as Microsoft Teams or comparable online meeting software.
- E. The services shall be provided as needed between April 1 2025, and December 31, 2025.
- F. The Project Representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>	<b>Lieberman Data and Insights, Inc.</b>
Name: Tristan Hallman, Chief Communication Officer	Name: Drew Lieberman, President
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2292 Faraday Ave. Suite 100 Carlsbad, CA 92008
Phone: (858) 755-1161	Phone: (703) 489-0141
e-mail: thallman@sdfair.com	e-mail: drew@ldiresearch.com

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

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

#### A. Background and Goals

District serves as a major events center, hosting various events and activities that attract about 2 million visitors annually on its 324 acres of property divided across three campuses: the 212-acre Del Mar Fairgrounds main campus, the 48-acre Surf & Turf Recreation Center, and the 64-acre equestrian center, also known as the Del Mar Horsepark.

District strives to serve as the community's iconic gathering place. The Fairgrounds, which first opened in 1936, hosts the annual San Diego County Fair, live horse racing



## **EXHIBIT A SCOPE OF WORK**

meets produced by the Del Mar Thoroughbred Club, music festivals, food festivals, trade shows, corporate parties, concerts and performances, and other exciting events and activities. The Surf & Turf campus hosts a volleyball center, golf driving range, tennis center, swim school, and other activities. The Equestrian Center is currently operated by HITS, LLC, and provides an off-site parking lot during the San Diego County Fair.

Currently, District is engaged in public outreach efforts to create a new master site plan to shape the future of all its properties. This outreach effort, referred to as "Fairgrounds 2050," is intended to solicit input from the region served by District: San Diego County.

To establish a valid picture of public sentiment regarding future possibilities and current operations, District seeks a highly specialized and reputable polling firm with experience using scientifically accepted survey methods to gauge public sentiment through a statistically valid sample of San Diego County residents.

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

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

#### **Task 1 – Project Management and Administration**

- 1.1 The Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, the Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout Agreement term.
- 1.2 The Contractor shall ensure that the Agreement requirements are met through completion of progress reports submitted to the District, and through regular communication with the District. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement.

#### **Task 2 - Develop a Survey Methodology**

- 2.1 **Identify Sample:** In collaboration with District and potentially other District contractors, determine a representative sample size of San Diego County residents based on established statistical methodologies. District seeks proposals that outline on a cost basis recommended approach for surveys between approximately 600 and 1,000 participants. Additional information regarding approach and cost basis regarding potential oversampling among residents adjacent to the Del Mar Fairgrounds property to understand what, if any, differences among perception and preferences exist between county residents at large and immediate neighbors to the District's property.

## **EXHIBIT A SCOPE OF WORK**

- 2.2 **Sampling Method:** A probability-based sampling method (e.g., random digit dialing, address-based sampling) will be employed to ensure a representative and unbiased sample with a margin of error of less than 5%.
- 2.3 **Identify Survey Modes:** Work with District to identify the appropriate combination of survey methods to ensure an inclusive and representative sample including:
- Telephone interviews: To reach a broader segment of the population.
  - Online surveys: To reach younger demographics and those who are more comfortable with online platforms.
- 2.4 **Qualitative Research:** In the event that District selects a sample size less than 1,000, the Contractor shall, upon request by District, provide qualitative research during data collection. The Contractor agrees to deliver the analysis from the research at the time requested by District.

### **Task 3 - Develop, Finalize, and Field the Survey**

- 3.1 Work with District to develop a survey questionnaire that includes both closed and open-ended questions. Survey length recommendations should be included in proposals to best understand public perception and preferences from the public, while outlining on a cost basis the efficacy of the approach. The survey may gather information such as:
- Demographic data;
  - Awareness of District events and activities;
  - Attitudes toward District, its current and potential uses, and master site planning efforts;
  - Respondents' responsiveness to District messages; and
  - Respondents' concerns, suggestions, and hopes regarding the master site planning efforts and potential uses of District property.
- 3.2 Deploy the survey into the field over a timeframe of no more than two weeks.

### **Task 4 – Report Deliverables**

- 4.1 **Develop “Survey Report”:** A comprehensive report summarizing the survey findings, including:
- An executive summary, including an analysis of results, findings, and recommendations.
  - Basic survey results, such as the percentages of total respondents' responses to survey questions.
  - Data tables and charts to illustrate key findings.
  - A detailed description of the survey methodology undertaken.

## EXHIBIT A SCOPE OF WORK

- Detailed statistical analysis of survey data, including frequencies, cross-tabulations, and other relevant analyses.
- Summary of key findings related to community perceptions, priorities, and support.
- Demographic analysis and breakdown of survey responses by demographic characteristics.
- Conclusions and Recommendations based on the findings to allow District to identify actionable steps for future planning, strategic direction, and decision-making.

4.2 **Presentation of Findings:** Contractor shall present its findings to any relevant District Board committees and the full Board, upon request and in collaboration with District staff.

4.3 **Raw Data:** Contractor shall provide de-identified raw data to the District. Survey Data is the exclusive property of District. The Contractor acknowledges that District owns all rights, titles, and interests in and to the Survey Data and any derivative works created from it. The Contractor shall not use the Survey Data for any purpose other than as specified under this Agreement.

### C. Task and Deliverables Schedule (Tentative)

Task #	Deliverable	Deliverable Due Date
1.1-1.2	Project Management	Continuous
2.1-2.3	Complete Survey Methodology	April 25, 2025
2.4	Qualitative Research	To be Determined
3.1	Finalize Questionnaire	May 9, 2025
3.2	Complete Survey and collect data	May 21, 2025
4.1	Report Deliverables (Survey Report)	June 5, 2025
4.2-4.3	Report Deliverables (Presentation and Raw Data)	June 5-Dec. 1, 2025

### 3. PROGRESS REPORTS:

Per PCC § 10335.5., a “Consulting Services Contract” refers to services that *“are of an advisory nature, provide a recommended course of action or personal expertise, and have an end product that is basically a transmittal of information, either written or verbal... related to the governmental functions of state agency administration and management, and program management or innovation.”*

A. During the life of this Agreement, upon request, the Contractor shall provide a written progress report to the District describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this Agreement, and delivery of intermediate products, if applicable.

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

- B. The Contractor shall submit to the District for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
- C. Not later than **June 15, 2025**, the Contractor shall submit to the District a copy of a draft report describing the work performed pursuant to this Exhibit for review and comment.
- D. Within one (1) week of receipt of the draft report, the District will submit final comments to the Contractor.
- E. Not later than July 18, 2025 the Contractor shall submit to the District for approval one electronic final report containing the results of the work performed and addressing the comments submitted to the Contractor by the District.
- F. The report shall not be considered final until accepted and approved by the District.

**4. Contractor Responsibilities**

- A. Contractor will use its own equipment and software.
- B. Contractor will maintain regular communication with District regarding work and strategy.

**5. District Responsibilities**

- A. District will provide timely access to necessary documentation and stakeholders.
- B. District stakeholders will be available for discussions and provide timely feedback as needed.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-020

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

Staff Pro Inc. dba Allied Universal Event Services

2. The term of this Agreement is:

START DATE

March 11, 2025

THROUGH END DATE

April 30, 2025

3. The maximum amount of this Agreement is:

\$74,052.00

Seventy Four Thousand Fifty Two Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (February 2025)	5
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.)

Staff Pro Inc. dba Allied Universal Event Services

CONTRACTOR BUSINESS ADDRESS

5455 Garden Grove Blvd., Suite 600

CITY

Westminster

STATE

CA

ZIP

92835

PRINTED NAME OF PERSON SIGNING

Jeff Grant

TITLE

Senior Regional Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Allied Universal Event Services, 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 March 11, 2025 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	Allied Universal Event Services
Name: Mark Elvin, Public Safety Director	Name: Ryan Houdeshell
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 5455 Garden Grove Blvd. Suite 600 Westminster, CA 92835
Phone: 858-792-4282	Phone: 714- 530-277-1705
e-mail: <a href="mailto:Melvin@sdfair.com">Melvin@sdfair.com</a>	e-mail: <a href="mailto:Ryan.Houdeshell@aus.com">Ryan.Houdeshell@aus.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.
5. Contractor shall provide staff to perform Fire Watch with Contractor-employed guards. Guards shall not be supplied by a temporary work agency.



**EXHIBIT A  
SCOPE OF WORK**

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	03/11/2025	4/30/2025	48	51	2,448

**RENTAL  
AGREEMENT  
AMENDMENT**

This Agreement by and between the **22ND DISTRICT AGRICULTURAL ASSOCIATION**, hereinafter called District, and **Event Money, Inc. dba Mobile Money**, hereinafter called the Renter, WITNESSETH:

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

1. To renew the original rental agreement, exercising the first one-year option, **May 1, 2025 through April 30, 2026.**

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

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

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

**Event Money, Inc. dba Mobile Money**  
**941 Calle Negocio**  
**San Clemente, CA 92673**

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

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

NAME/TITLE: Carlene Moore, CEO/General Manager

NAME/TITLE: Larry Dunnwald, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

STATE AGENCY'S NAME

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

SPONSOR'S NAME

**Northgate Gonzalez, LLC**

2. The term of this Agreement is: **June 1, 2025 – July 10, 2027**

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

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

**Exhibit A – Sponsorship Terms**

**Exhibit B – Insurance Requirements**

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

**Exhibit C – Licensee Handbook**

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

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

**SPONSOR**

SPONSOR'S NAME

**Northgate Gonzales, LLC**

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Teresa Anaya**

ADDRESS

**1201 North Magnolia Avenue Anaheim, CA 92801**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Carlene Moore, CEO/General Manager**

ADDRESS

**2260 Jimmy Durante Blvd  
Del Mar, CA 92014-2216**

GL 431-102-00

**SPO-25-008-19**  
**Northgate Gonzalez, LLC**  
**Exhibit A - Sponsorship Terms**  
**2025, 2026 & 2027 San Diego County Fairs**

1. This will confirm the terms and conditions to which Northgate Gonzalez, LLC has agreed in becoming a Sponsor of the 2025, 2026 & 2027 San Diego County Fairs, produced by the 22<sup>nd</sup> District Agricultural Association (22<sup>nd</sup> DAA) of the State of California. The total cost of this sponsorship is \$120,000.00.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the 22<sup>nd</sup> DAA no later than April 15, 2025.
3. The total cost of this sponsorship covered by this Agreement is \$120,000.00. Sponsor shall make payment on the following schedule:
  - a. A payment of \$37,500 on May 15, 2025.
  - b. A payment of \$40,000 on May 15, 2026.
  - c. A payment of \$42,500 on May 15, 2027.
  - d. Failure to meet this deadline for payment may cause for immediate cancellation of this Agreement. All fees are non-refundable.
4. Sponsor shall not enter into any third-party promotions at the Fair without prior written authorization from the 22<sup>nd</sup> DAA.
5. Without the prior written consent of the 22<sup>nd</sup> DAA, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22<sup>nd</sup> District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the "22<sup>nd</sup> DAA") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the 22<sup>nd</sup> DAA. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the 22<sup>nd</sup> DAA with respect to the sole negligence or willful misconduct of the 22<sup>nd</sup> DAA, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture, or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the 22<sup>nd</sup> DAA or the State of California.
8. Where the terms of this Agreement or the 22<sup>nd</sup> DAA's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor's documents, both parties agree that the terms set forth in the 22<sup>nd</sup> DAA's documents shall supersede and take precedence over Sponsor's proposal or Sponsor's documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations, or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the 22<sup>nd</sup> DAA shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney's fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the 22<sup>nd</sup> DAA may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products, and supplies, except to the extent caused by the sole negligence or willful misconduct of the 22<sup>nd</sup> DAA. Inadequate protection or security cannot be considered negligence of the 22<sup>nd</sup> DAA.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient, and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently always displayed. Sponsor understands and agrees that 22<sup>nd</sup> DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the 22<sup>nd</sup> DAA, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to 22<sup>nd</sup> DAA's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange, or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the 22<sup>nd</sup> DAA to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22<sup>nd</sup> DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22<sup>nd</sup> DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22<sup>nd</sup> DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22<sup>nd</sup> DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 22<sup>nd</sup> DAA, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to 22<sup>nd</sup> DAA. A decision by the 22<sup>nd</sup> DAA, in writing, shall be given to the Sponsor within four hours of receipt of such a statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The 22<sup>nd</sup> DAA reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the 22<sup>nd</sup> DAA to be paid to the Sponsor. If the Sponsor has any vehicles, equipment, and materials on 22<sup>nd</sup> DAA property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by the 22<sup>nd</sup> DAA to be inappropriate or detrimental to the interests of the 22<sup>nd</sup> DAA, it is agreed that the 22<sup>nd</sup> DAA may immediately terminate this Agreement.
19. It is understood and agreed that neither the 22<sup>nd</sup> DAA nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either 22<sup>nd</sup> DAA or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or unless due by default of the 22<sup>nd</sup> DAA, if Sponsor shall for any reason fail to occupy the 22<sup>nd</sup> DAA, no refund shall be made of any amounts paid by Sponsor to the 22<sup>nd</sup> DAA hereunder.
20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.

21. The San Diego County Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents, and vendors comply with this policy.

22. **Responsibilities of Sponsor:**

- a. Operate and maintain the booth covered by this agreement at the 2025, 2026 & 2027 San Diego County Fairs for all hours as noted in the commercial handbook for all vendors.
- b. Provide examples of all literature, samples and merchandise to be distributed and/or sold. These items must be pre-approved by the State's Sponsorship office.
- c. The Licensee Handbook is hereby incorporated into this Agreement. Sponsor shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2025, 2026 & 2027 San Diego County Fair unless otherwise provided for in writing by the State's Sponsorship office.
- d. Provide distribution of Hispanic concert coupons in all Northgate San Diego stores. Dates TBD.
- e. Provide a culinary exhibition on the Farm to You stage on a mutually determined schedule.
- f. Northgate will produce and display promotional materials in their San Diego stores advertising the Fair Hispanic concerts and the discount.
- g. Northgate will tag their San Diego media with these offers. Which will include, but not be limited to: weekly digital circulars, inclusion on specific in-store signage, dedicated in-store radio spots.
- h. Staff the Guacamole booth at the Fair all hours the fair is open.
- i. Provide the banners to be used on the stage for the Hispanic concerts. Size 3' high by 8' wide.
- j. Provide a slide or a video for the stage Jumbo Trons.
- k. Provide the Northgate logo upon request.

23. **Responsibilities of the 22<sup>nd</sup> DAA:**

- a. Provide co-sponsorship of the Dominguenado en la Feria and the Hispanic concerts on the main Grandstand Stage at the Fair. This will include the following:
  1. Two (2) 3' x 8' banners on the front of the grandstand for every Hispanic Show.
  2. Include Northgate in media placed by the Fair to promote these concerts.
  3. Provide the ability to distribute discount coupons or materials for Northgate customers. The amount the Fair will provide to Northgate for distribution will be determined.
  4. Include a Northgate video on the screens on the stage before the show.
  5. Provide four (4) reserved seats with admission to each Hispanic concert.
  6. Include the Northgate logo at each of the three main entrances every Sunday and any other day of the featured Hispanic concerts.
  7. Include the Northgate logo and link on the Fair's website in the area that promotes both Dominguenado en la Feria and the featured Hispanic concerts.
- b. Provide an opportunity to have Culinary Demonstrations on the Farm to You stage on a mutually determined schedule.

- c. Provide Northgate Market the exclusive discount on a ticket for the main Hispanic shows (amounts of coupons to be mutually determined):
- d. Provide a 10 x 10 booth to sell Guacamole for the duration of the fair.
- e. Provide a skybox for a Hispanic concert of choice. This box can hold up to 100 people. The Fair will provide admission and parking. Northgate is responsible for all F&B. The Fair will provide 100 admission tickets and 75 single day parking passes.
- f. Provide one-hundred (100) fair admission tickets.
- g. Provide eight (8) photo ID's for staff allowing unlimited admission to the Fair.
- h. Provide four (4) season track parking passes valid any day of the Fair.
- i. Provide forty (40) single day parking passes (location TBD).



## ITEM 9 – MATTERS OF INFORMATION

April 2025

### Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-017	Vaz Consulting Services LLC	Emergency Management Planning Consultant Services	Informal Procurement Process	Until Completed	3/26/2025 - 7/31/2025	\$25,000.00
25-018	Design Pickle Holdings dba Design Pickle, LLC	Graphic Design for Exhibits	Informal Procurement Process	Fair	3/15/2025 - 6/15/2025	\$20,547.00
25-801	Cooperative Personnel Services dba CPS HR Consulting	Chief Administrative Officer Executive Recruitment	Categorically Exempt – Governmental Entities (JPA)	Until Completed	2/20/2025 - 8/31/2025	\$25,000.00
25-802	Cooperative Personnel Services dba CPS HR Consulting	Investigation Services	Categorically Exempt – Governmental Entities (JPA)	Until Completed	3/17/2025 - 12/31/2025	\$20,000.00
25-803	Cooperative Personnel Services dba CPS HR Consulting	HR Consulting Services	Categorically Exempt – Governmental Entities (JPA)	Until Completed	4/1/2025 - 8/31/2025	\$50,000.00
25-804	Cooperative Personnel Services dba CPS HR Consulting	Classification Study (HR Department Single Class Audit)	Categorically Exempt – Governmental Entities (JPA)	Until Completed	2/21/2025 - 6/30/2025	\$5,945.00

2025 San Diego County Fair Agreements				
Contract #	Contractor	Purpose	Term	Amount
25-1207	Pet Zone SD Inc. dba Pet Zone Tropical Fish	Aquatic Displays for the 2025 San Diego County Fair	5/4/2025 - 7/11/2025	\$750.00

### 2025 San Diego County Fair – The Sound Entertainment Agreements

Contract #	Name of Act	Genre	Date	Amount
25-1093	Tumua Tuinei LLC f/s/o Tumua	Comedy	7/3/2025	\$30,000.00

### 2025 San Diego County Fair Entertainment Agreements

Contract #	Entertainer / Agency	Summary / Genre	Amount
25-1087	Delinger Entertainment	Grounds Entertainment	\$7,000.00
25-1088	So Cal Corgi Nation	Arena Entertainment – Corgi Races	\$3,000.00
25-1089	Samara Goldberg	Puppy Yoga	\$0
25-1090	Fireworks America	4th of July Fireworks	\$21,000.00
25-1091	The Mobile Barkery	Fun Run Vendor	\$0
25-1093	Rancho Coastal Humane Society	Fun Run Vendor	\$0

### 2025 San Diego County Fair – Paddock Entertainment Agreements

Contract #	Name of Act	Genre	Date	Amount
25-1019	Seismonos, Inc f/s/o Ozomatli	World / Reggae	6/11/2025	\$35,000.00
25-1004	Howard Decker f/s/o Strait Country	Country	6/12/2025	\$15,000.00
25-1006	Jesse Royal, Inc	Reggae	6/13/2025	\$20,000.00
25-1014	Premier Tributes, LLC f/s/o 24k Magic Tribute	Pop	6/14/2025	\$15,000.00
25-1007	The Sure Fire Soul Ensemble	Funk / Soul / Jazz	6/15/2025	\$5,000.00
25-1008	The Arena Rock Show, LLC	Rock	6/18/2025	\$20,000.00
25-1033	Ernest Curcio Gen Ptf f/s/o No Duh – No Doubt Tribute	Alternative	6/19/2025	\$2,800.00
25-1010	JS Entertainment, Inc f/s/o Jake Shimabukuro	Jazz / Blues / Funk / Rock	6/20/2025	\$30,000.00
25-1011	Matthew Phillips Music f/s/o Matthew Phillips	Alternative	6/21/2025	\$1,500.00
25-1005	Who's Bad Music, LLC f/s/o The Evolution of Pop	Pop	6/22/2025	\$20,000.00
25-1018	The Long Run Band, Inc f/s/o The Long Run – Eagles Tribute	Rock	6/25/2025	\$15,000.00
25-1015	Roughstock Records f/s/o Jared Rogerson & Band	Country	6/26/2025	\$5,500.00

<b>2025 San Diego County Fair – Paddock Entertainment Agreements (Continued)</b>				
25-1017	The Expendables LLC f/s/o The Expendables	Reggae	6/27/2025	\$20,000.00
25-1020	Bobby Deitch Music Inc f/s/o Forever Ray – A Tribute to Ray Charles	R&B / Soul	6/28/2025	\$11,000.00
25-1013	Dead Man's Party f/s/o Dead Man's Party – Oingo Boingo Tribute	Rock / Dance	6/29/2025	\$10,000.00
25-1034	Mr. Minelli LLC f/s/o Michael Minelli	R&B / Soul / Pop	7/2/2025	\$5,000.00
25-1012	Bevins Roadsiding, Inc f/s/o The Como La Flor Band – Selena Tribute	Latin Pop	7/3/2025	\$10,000.00
25-1035	TAD Management LLC f/s/o TOBY – A Toby Keith Tribute Band	Country	7/4/2025	\$10,000.00
25-1016	Long Beach Dub Allstars LLC f/s/o Long Beach Dub Allstars	Reggae	7/5/2025	\$12,500.00
25-1036	Devotional – Depeche Mode Tribute	Rock / Pop	7/6/2025	\$3,500.00

### **Revenue Contracts Executed per Delegated Authority**

<b>Event Agreements</b>				
<b>Contract #</b>	<b>Licensee</b>	<b>Event Name</b>	<b>Term</b>	<b>Rental Fee</b>
25-901	Susan G Komen Foundation	Breast Cancer Walk	11/11/2025 - 11/14/2025	\$15,240.00
25-910	Harvest Festival	Original Art & Craft Show	10/1/2025 - 10/6/2025	\$15,240.00
25-911	CBF Productions	Coastal Christmas	12/1/2025 - 1/2/2026	\$57,240.00
25-912	SANDAG	Public Meeting	5/29/2025	\$5,000.00
25-913	SCH Horseman's Council	Horse Show	4/14/2025 - 4/20/2025	\$6,960.00
26-905	Boulevard Trash	Oddities & Curiosities Expo	1/9/2026 - 1/11/2026	\$10,680.00
26-906	Century Club of SD	Farmer's Open Parking	1/28/2026 - 1/30/2026	\$6,600.00
26-908	Tiny Fest, LLC	Tiny Fest Expo	3/4/2026 - 3/9/2026	\$13,360.00

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-017

GL ACCOUNT NUMBER (If Applicable)

GL Account # 600100-00

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Vaz Consulting Services LLC

2. The term of this Agreement is:

START DATE

March 26, 2025

THROUGH END DATE

July 31, 2025

3. The maximum amount of this Agreement is:

\$25,000.00

Twenty Five Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	General Terms and Conditions (February 2025)	5
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.)

Vaz Consulting Services LLC

CONTRACTOR BUSINESS ADDRESS

1032 Windy Hill Lane

CITY

Rockwall

STATE

TX

ZIP

76087

PRINTED NAME OF PERSON SIGNING

Rocky Vaz

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Vaz Consulting Services LLC, 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 professional consulting services regarding emergency management protocols, procedures, direction, and training.
- C. The services shall be performed remotely, with Contractor providing services from their own location and communicating with District using virtual communication tools such as Microsoft Teams or comparable online meeting software.
- D. The services shall be provided as needed between March 26, 2025 and July 31, 2025.
- E. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Vaz Consulting Services LLC
Name: Tristan Hallman, Chief Communication Officer	Name: Rocky Vaz, Chief Executive Officer
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 1032 Windy Hill Lane Rockwall, TX 76087
Phone: 858.755.1161	Phone: 469.744.2248
e-mail: <a href="mailto:thallman@sdfair.com">thallman@sdfair.com</a>	e-mail: <a href="mailto:rocky@vazconsulting.net">rocky@vazconsulting.net</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. Background and Goals

District serves as a major events center, hosting various events and activities that attract about 2 million visitors annually on its 312 acres of property divided across three campuses: the Del Mar Fairgrounds main campus, the Surf & Turf Recreation Center, and the Del Mar Horsepark. The safety and security of these guests — as well as District’s personnel, which includes more than 1,200 temporary workers, more than 80 year-round full-time staff, and contractors, operators, and vendors who support and manage operations — is paramount.

This is particularly true during the four-week-long San Diego County Fair, when more than 60,000 people may be on the property on any given day.

To keep District, its operators, its contractors, its guests, and others safe, District employs a Public Safety Department and contracts with a variety of firms and businesses to provide additional levels of security.

## **EXHIBIT A SCOPE OF WORK**

In addition, District serves as an emergency resource center for San Diego County during events necessitating mass evacuations, such as wildfires. District also hosted a mass vaccination site during the height of the COVID-19 pandemic.

District's role as a community gathering space, combined with its coastal location, are an incredible asset for the region. However, these benefits also create potential challenges, as District is susceptible to various perils and emergency situations.

To properly mitigate risks and to assist with crisis response, District seeks to update its longstanding response protocols by developing a modernized playbook of standard operating procedures for dealing with a bevy of emergencies that could arise. To that end, District seeks a consultant with expertise in emergency management — particularly related to Fairs, other large events, evacuation and sheltering management, and various disaster situations — to provide advice, and develop standard operating procedures for emergencies.

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

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

#### **Task 1: Project Management and Administration**

- 1.1 Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout Agreement term.
- 1.2 Contractor shall ensure that the Agreement requirements are met through completion of biweekly progress reports submitted to the District, and through regular communication with the District. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement.

#### **Task 2: Discovery and Assessment**

Contractor shall:

- 2.1 Review documentation, including current plans, property maps, organizational charts, legal requirements, and crisis communications plans provided by District.
- 2.2 Identify necessary and desirable partnerships with local, state, and other external agencies and organizations.
- 2.3 Identify available facilities, equipment, technology, and public safety resources.

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

- 2.4 Discuss current operations with District's Public Safety Director, Facilities Director, Compliance Manager, IT personnel, and other employees, contractors, and stakeholders, as requested by District.

**Task 3: Draft Incident Action Plans**

Contractor shall draft Incident Action Plans for District based on Incident Action Planning processes under a unified command structure. These procedures may include:

- 3.1 "Man-made" disasters, such as fires, active shooters/assailants, threats, loose animals, and hazardous spills.
- 3.2 So-called "acts of God," such as flooding, earthquakes, mass power outages, and inclement weather.
- 3.3 Evacuation Center activation protocols for operationalizing District property as an evacuation center.
- 3.4 Other "crisis" incidents, such as cybersecurity attacks, critical missing persons, unauthorized drones, and other potential issues, as recommended by Contractor and approved by District.

**Task 4: Recommend training, implementation, communications, and after-action protocols**

Contractor shall:

- 4.1 Recommend protocols for other "crisis" incidents, such as cybersecurity attacks, critical missing persons, unauthorized drones, and other potential issues, as identified by the Contractor and approved by District.
- 4.2 Submit a memorandum recommending implementation steps necessary to ensure District staff are properly aware of, trained for, and equipped to respond to the identified crisis incidents.
- 4.3 Draft a standard set of after-action protocols for District to assess its performance and apply lessons learned for future incidents.



**EXHIBIT A  
SCOPE OF WORK**

**C. Task and Deliverables Schedule (Tentative)**

<b>Task #</b>	<b>Deliverable</b>	<b>Deliverable Due Date</b>
1.1-1.2	Project Management	Biweekly
2.1-2.4	Discovery and Assessment	April 15, 2025
3.1-3.4	Draft Incident Action Plans	May 15, 2025
4.1-4.3	Recommend training, implementation, communications, and after-action protocols	May 30, 2025

**3. Contractor Responsibilities**

- A. Contractor shall use its own equipment and software.
- B. Contractor shall maintain regular communication with District regarding work and strategy.

**4. District Responsibilities**

- A. District will provide timely access to necessary documentation and stakeholders.
- B. District stakeholders will be available for discussions and provide timely feedback as needed.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-018

GL ACCOUNT NUMBER (If Applicable)

GL#: 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

Design Pickle Holdings DBA Design Pickle, LLC.

2. The term of this Agreement is:

START DATE

March 15, 2025

THROUGH END DATE

June 15, 2025

3. The maximum amount of this Agreement is:

\$20,547.00

Twenty Thousand Five Hundred Forty Seven Dollars and Zero Cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms & Conditions	5
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.)

Design Pickle Holdings DBA Design Pickle, LLC.

CONTRACTOR BUSINESS ADDRESS

PO Box 13930

CITY

Scottsdale

STATE

AZ

ZIP

85267

PRINTED NAME OF PERSON SIGNING

Niket Pandey

TITLE

Chief Financial Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Design Pickle, LLC, hereinafter referred to as the Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. Contractor shall provide graphic design services to the District, for four (4) exhibits.
- C. All services shall be performed remotely at Contractor's site and digital graphic design files shall be sent to District.
- D. Services shall be provided as outlined in this agreement, and as agreed upon by Contractor and District.
- E. Project representatives during the term of this Agreement will be:

District		Contractor	
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	Megan Catanese Project Representative
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	15169 N. Scottsdale Rd., Suite 205 Scottsdale, Arizona 85254
Phone:	(858) 792-4211	Phone:	(877) 331-1272
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:mcatanese@designpickle.com">mcatanese@designpickle.com</a>

Either party 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.

- 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'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's documents shall supersede and take precedence over Contractor's documents.

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

#### A. Background and Goals

District uses educational signage as an essential tool to educate and engage the community. District seeks to develop and implement four (4) creative and thoughtful graphic campaigns that will support the Agriculture and Theme exhibits. To achieve this, District requires the expertise of a professional graphic designer to assist with visual communications and the creation of new graphic materials that maintain a consistent and cohesive identity across all exhibits. The majority of the artwork provided by Contractor will be used for print materials, with a portion also designated for use on District's website and other marketing platforms.

## **EXHIBIT A SCOPE OF WORK**

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

#### **Tasks:**

1. Contractor shall provide artwork and visuals for printed collateral, in a format including but not limited to the following:
  - a. At minimum, 300 dots per inch (dpi)
  - b. TIFF
  - c. PDF
  - d. JPEG
  - e. Raw files in .ai, eps or .svg format
2. Contractor shall provide all design-related hardware and software required for the completion of the project. The District shall not be responsible for any material or equipment purchases.
3. Contractor shall produce high-resolution graphics consistent with District's branding and logo usage guidelines.
4. Contractor shall collaborate with District's Agriculture, Arts and Education Department staff to establish and develop art direction, create and produce concept designs, graphic design, and production including revisions and editing.
5. Contractor shall ensure artwork is delivered in a format that will allow for use in both print and digital platforms, as indicated by the District.
6. Contractor shall provide all work in a variety of file formats that allow for flexibility and modifications by the District, as needed.
7. Contractor shall deliver high-quality products and in a professional manner. District reserves the right to reject designs and request revisions as necessary to meet requirements.
8. Contractor should create and utilize only original materials and graphics. Contractor is responsible for verifying the originality of all designs. In the event that any design involves copyrighted material, Contractor shall bear full responsibility for any associated costs. If the materials and/or graphics are not entirely original, Contractor must provide certification that all images, illustrations or wording submitted are copyright free and do not infringe upon any copyright laws.
9. Contractor agrees that all drafts, designs, images, signs and works created for the District shall be property of the District. Contractor acknowledges and agrees that Contractor has no rights to any of the works.
10. Project Management and Administration:

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

- I. Contractor shall create a comprehensive style guide for the District's Farm 2 U exhibit, subject to approval by District.
  - a. Style guide shall serve as the foundation reference for the design and creation of Farm 2 U exhibit. Farm 2 U exhibit focuses on educating visitors about food, floral, nutrition and crops grown in Southern California.
  - b. Style guide shall include the creating of a logo and branding images for use with printed signs, banners and the District's marketing website.
  - c. Contractor shall design and create approximately 50 signs for the Farm 2 U exhibit using the newly created style guide.
- II. Contractor shall utilize the District's established style guide for large and small livestock animal exhibits in the design and creation of 25 to 35 signage pieces as directed by the District.
- III. Contractor shall create a style guide for the District's Farm exhibit, subject to approval by the District.
  - a. The style guide shall serve as the foundation reference for the design and creation of agricultural educational signage for the Farm.
  - b. Contractor shall design and create 35 to 45 different educational signs for the Farm using the developed style guide.
- IV. Contractor shall use the District's established theme art and style guide to create printed educational signage and visual displays for the theme exhibit, "Summer Pet-tacular!"
  - a. Signs shall include educational facts and photos.
  - b. Fantasy spaces featuring illustrations shall be developed as part of the exhibit.
  - c. Contractor shall design and create approximately 75 signs for the Theme exhibit.

**Deliverables:**

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
10.I.a.	Create Farm 2 U Style Guide	March 31, 2025
10.I.b	Create Farm 2 U Logo and Branding Images	March 31, 2025
10.I.c.	Create Farm 2 U Signage	April 30, 2025
10.II.	Large and Small Animal Livestock Signage	May 10, 2025
10.III.a.	Create District Farm Style Guide	April 10, 2025
10.III.b.	Create Agricultural Signage	May 10, 2025
10.III.c.	Create Educational Signage for "Summer Pet-tacular"	April 30, 2025
10.IV.a	Create educational Signage	April 30, 2025
10.IV.b	Create Fantasy spaces Signage	April 30, 2025

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

10.IV.c	Create Theme exhibit Signage	April 30, 2025
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**3. DISTRICT RESPONSIBILITIES**

- A. District Agriculture, Arts and Education Department shall collaborate with Contractor on art direction and specific requirements.



## CONSULTING SERVICES AGREEMENT

22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds  
Chief Administrative Officer Executive Recruitment

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of February 20, 2025 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

### **E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from February 20, 2025 through August 31, 2025.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

### **F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in



addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a

waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.


**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.


**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By:   
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

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

By:   
Carlene Moore (Mar 18, 2025 09:07 PDT)  
Authorized Signature

Name: Carlene Moore

Title: CEO

## Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the 22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds with the recruitment of a new Chief Administrative Officer as detailed in the CPS HR proposal dated February 12, 2025 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Pamela Derby [pderby@cpsshr.us](mailto:pderby@cpsshr.us)
4. **CLIENT PROJECT MANAGER:** Carlene Moore [cmoore@sdfair.com](mailto:cmoore@sdfair.com)  
**CO-CLIENT PROJECT MANAGER:** Doug Lofstrom [dlofstrom@sdfair.com](mailto:dlofstrom@sdfair.com)
5. **SERVICE FEES:** Fixed Flat Fee \$25,000
  - a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
  - b. Professional Services Fees: The professional fixed fee of \$25,000 covers all CPS HR services associated with Phases I, II, and III of the recruitment process.
  - c. Additional Expenses Not Included: Travel expenses for candidates who are invited forward in the interview process are NOT included. However, should the Client desire CPS HR's Travel Team to assist with these arrangements, CPS HR can provide assistance. This might require an amount be added to the Agreement.
  - d. Invoices: CPS HR will invoice Client upon completion of each phase at the following rates: Phase I, \$9,000; Phase II, \$9,000; Phase III, \$7,000. Client will pay CPS HR within thirty (30) days following receipt of invoice.
  - e. One-Year Guarantee: If the employment of the candidate selected and appointed by the Client, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first year of service, CPS HR will provide the Client with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Client would be responsible only for reimbursable expenses. This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.



**CONSULTING SERVICES AGREEMENT**  
22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds  
Investigation Services

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of March 17, 2025 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from March 17, 2025 through December 31, 2025.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR's receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR's liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in

addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a

waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.


**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.


**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By:   
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

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

By:   
Authorized Signature

Name: Carlene Moore

Title: Chief Executive Officer

## Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the 22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds with investigative services as detailed in the CPS HR proposal dated March 10, 2025 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Christina Batorski Peacock      [cbpeacock@cpsshr.us](mailto:cbpeacock@cpsshr.us)
4. **CLIENT PROJECT MANAGER:** Carlene Moore      [cmoore@sdfair.com](mailto:cmoore@sdfair.com)
5. **SERVICE FEES:**
  - a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
  - b. Hourly Bill Rates: CPS HR will provide services at the following hourly rates.

Investigator	\$250.00
Project Manager	\$180.00
Principal Consultant/Technical Expert	\$150.00
Senior Consultant	\$130.00
Administrative Support	\$100.00

If on-site meetings are requested by Client, travel time will be billed at 50% of the billable rate.
  - c. Additional Expenses: It is assumed the scope of services will be performed remotely. If on-site services are requested by the Client, travel expenses will be reimbursed at the standard GSA rates. Actual out-of-pocket reimbursable expenses for such items as printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly for actual expenses incurred. For investigation services, CPS HR will record and transcribe all interviews through a transcription service. The cost for the transcription service will be invoiced to the Client at cost.
  - d. Invoices: CPS HR will invoice Client on a monthly basis for hours incurred and expenses accrued the month prior. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.





## CONSULTING SERVICES AGREEMENT

22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds  
HR Consulting Services

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of April 1, 2025 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

### **E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from April 1, 2025 through August 31, 2025.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

### **F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR's receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR's willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR's liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in



addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a

waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.


**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.


**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By:   
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

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

By:   
Authorized Signature

Name: Carlene Moore

Title: Chief Executive Officer

## Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the 22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds with general Human Resource consulting services as detailed in the CPS HR proposal dated March 10, 2025 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Christina Batorski Peacock      [cbpeacock@cpsshr.us](mailto:cbpeacock@cpsshr.us)
4. **CLIENT PROJECT MANAGER:** Carlene Moore      [cmoore@sdfair.com](mailto:cmoore@sdfair.com)
5. **SERVICE FEES:** Not to Exceed \$50,000
  - a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
  - b. Hourly Bill Rates: CPS HR will provide services at the following hourly rates.
 

Project Manager	\$180.00
Principal Consultant/Technical Expert	\$150.00
Senior Consultant	\$130.00
Administrative Support	\$100.00

If on-site meetings are requested by Client, travel time will be billed at 50% of the billable rate.
  - c. Additional Expenses: It is assumed the scope of services will be performed remotely. If on-site services are requested by the Client, travel expenses will be reimbursed at the standard GSA rates. Actual out-of-pocket reimbursable expenses for such items as advertising for a recruitment, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly for actual expenses incurred. Client will have final approval on any expenses utilized for each recruitment effort.
  - d. Invoices: CPS HR will invoice Client on a monthly basis for hours incurred and expenses accrued the month prior. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.



**CONSULTING SERVICES AGREEMENT**  
22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds  
HR Department Single Class Audit

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of February 21, 2025 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from February 21, 2025 through June 30, 2025.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in

addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a

waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.


**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By:   
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

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

By:   
Authorized Signature

Name: Carlene Moore

Title: Chief Executive Officer

## Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the 22<sup>nd</sup> District Agricultural Association Del Mar Fairgrounds with classification consulting services as detailed in the CPS HR proposal dated February 19, 2025 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Amanda Kellam [akellam@cpsshr.us](mailto:akellam@cpsshr.us)
4. **CLIENT PROJECT MANAGER:** Carlene Moore [cmoore@sdfair.com](mailto:cmoore@sdfair.com)
5. **SERVICE FEES:** Fixed Flat Fee \$5,945
  - a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
  - b. Professional Services Fees: The professional fixed fee of \$5,945 covers all the services listed in Attachment 1 to Exhibit A.
  - c. Pricing Assumptions: CPS HR provides all documents electronically. Hard copy printing of documents for this engagement will be the responsibility of the Client. Travel costs are not included since all work will be conducted virtually through the use of tele- and web-conferences. CPS HR will provide an online portal for document sharing.
  - d. Invoices: CPS HR will invoice Client in equal installments of \$1,189.00 per each of the following milestones:
    - i. After Client kick-off meeting
    - ii. Approval of project parameters letter
    - iii. Completion of incumbent interviews
    - iv. Completion of supervisor interviews
    - v. Provision of project report

Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1207

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

Pet Zone SD Inc. dba Pet Zone Tropical Fish

2. The term of this Agreement is:

START DATE

May 4, 2025

THROUGH END DATE

July 11, 2025

3. The maximum amount of this Agreement is:

\$750.00

Seven 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 – 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.)

Pet Zone SD Inc. dba Pet Zone Tropical Fish

CONTRACTOR BUSINESS ADDRESS

4160 Convoy Street

CITY

San Diego

STATE

CA

ZIP

92111

PRINTED NAME OF PERSON SIGNING

Roger Ma

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**

**I. SERVICES OVERVIEW**

- A. Pet Zone SD Inc. doing business as Pet Zone Tropical Fish, hereinafter referred to as “Contractor”, shall provide services as described herein to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”.
- B. Contractor shall provide aquatic displays in the theme exhibit at the 2025 San Diego County Fair.
- C. 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:	Roger Ma, Chief Executive Officer
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	4160 Convoy Street San Diego, California 92111
Phone:	(858) 792-4211	Phone:	(619) 735-0812
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:roger@petzonesd.com">roger@petzonesd.com</a>

**II. WORK TO BE PERFORMED**

- A. Contractor shall provide fully functional aquatic displays in the theme exhibit, at the 2025 San Diego County Fair (SDCF), June 11 through July 6, 2025.
- B. Contractor shall provide any and all necessary components for aquatic displays, including but not limited to flora, fauna, lighting systems, heating systems and filtration systems.
- C. Contractor shall provide the following tanks and racks for display:
- Quantity 1: 48-inches long x 24-inches wide x 24-inches high tank (120 gallons).
  - Quantity 1 – 2: 36-inches long x 24-inches wide x 24-inches high tank(s) (40 gallons each) dependent upon availability.
  - Quantity 2: 12-inches long x 12-inches wide x 60-inches high rolling racks with assortment of pond-style tanks, aquarium tanks and LifeStyle tanks of various sizes.
  - Quantity 1: 35-inches long x 10-inches wide x 8-inches high long style tank (12 gallons).
  - Quantity 1: 17-inches long x 7-inches wide x 11-inches high standard style tank (10 gallons) for the special “Grove of the Ancients” display.
  - Quantity 1: 18-inches long x 10-inches wide x 4-inches high shallow style tank (2 gallons).
- D. Contractor agrees to provide all tools and materials necessary to create a fully turnkey display, including but not limited to a pump and hose for the water tote system to initially fill all tanks and as needed throughout the SDCF.



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

- E. Contractor shall provide speaker(s) for aquatic pet presentations each Sunday of the SDCF, at 12:30 p.m. and 1:30 p.m., for 20 – 30 minutes each.
  - 1. Dates: June 15, June 22, June 29 and July 6, 2025.
- F. Contractor shall provide access to existing signage/content available in digital format, specified by the District, for District use.
- G. Contractor shall have all elements of the display installed and fully functional and operational no later than June 2, 2025 at 5:00 p.m.
- H. Contractor shall remove all elements of the display on July 7, 2025, between the hours of 7:00 a.m. and 10:00 a.m.
- I. Contractor shall maintain a current and valid Certificate of Insurance naming District as additional insured, for the contract period, per Exhibit F.

**III. DISTRICT OVERSIGHT**

- A. District shall provide the Contractor access to the Pets Rock exhibit space beginning on May 4, 2025.
- B. District shall provide up to 300 gallons of reverse osmosis water for initial water draw to fill tanks.
  - 1. Water will be delivered on a date and time agreed upon by Contractor and District.
  - 2. Water will be available on-site for 24 hours after delivery.
- C. District shall provide reverse osmosis or bottled drinking water for tank replenishment, during the SDCF, with a limit determined by the District.
- D. District shall provide racks, stands and podiums for tanks in the exhibit, as agreed upon by Contractor and District.
- E. 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.