



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors
October 14, 2025 at 9:30am

Boardroom

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

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

OUR PURPOSE

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

OUR MISSION

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

22nd DAA BOARD OF DIRECTORS

Sam Nejabat, Chair
Lisa Barkett, Vice Chair

Mark Arabo, Director
Phil Blair, Director
Donna DeBerry, Director
Michael Gelfand, Director
Kathlyn Mead, Director
Joyce Rowland, Director
Frederick Schenk, Director

Secretary-Manager
Carlene Moore
Chief Executive Officer

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

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the 22nd DAA and the Del Mar Fairgrounds.

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 Del Mar Fairgrounds.

MASTER PLAN

Create an environmentally and fiscally responsible land use plan for the Del Mar Fairgrounds, aligning with purpose, mission, vision, and values of the organization.

COMMUNITY ENGAGEMENT

Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.

Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to 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/. Public comments on agenda items will be accepted during the meeting as items are addressed.



22nd District Agricultural Association Board of Directors Meeting

AGENDA

October 14, 2025 at 9:30am

1. **CALL TO ORDER** – CHAIR SAM NEJABAT

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).)
- C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Melinda Carmichael v. 22nd District Agricultural Association, et. al., San Diego County Superior Court, Case No. 25-CU-047040C.

4. **RECONVENE TO OPEN SESSION** [Anticipated by 10:30 a.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 – September 9, 2025** 5-9
- **Contract Awards & Approvals** 10-11
 - Standard Agreements Exercising Option Years
DAA-21-079-10 AM3 Elevator Maintenance
- **Out of State Travel** 12

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. **EXECUTIVE REPORT** – CEO Carlene Moore [Information Item] Verbal
 - **Operational Announcements**
 - o Fairgrounds 2050 Updates
 - o Progress Report on Affordable Housing Discussions with City of Del Mar
 - **Construction Projects & Facilities Updates**
 - **Industry News & Updates**
8. **GENERAL BUSINESS**
 - A. **Finance Committee Report** [Information Item] – Michael Gelfand, Chair 13-20
 - B. **Fair Operations Committee Report** [Information Item] – Frederick Schenk, Chair PowerPoint
 - Presentation of the 2025 San Diego County Fair Wrap-Up
 - 2026 San Diego County Fair Logo and Branding Reveal
 - C. **DMTC Liaison Committee Report** [Information Item] – Mark Arabo, Chair Verbal
 - Horse Racing Industry News & Information
 - D. **Consideration and vote to amend Policy 6.01 Event Ticket Policy to add a section prohibiting the disproportionate use of tickets or passes by any 22nd DAA Official** [Action Item] 21-33
 - E. **Consideration and vote to approve the 2026 Board of Directors Meeting Schedule** [Action Item] 34
 - F. **Discussion and vote on whether to direct staff to work with the City of Del Mar to amend the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar** [Action Item] 35-75
9. **MATTERS OF INFORMATION**
 - **Committee Assignments** 76-82
 - **Correspondence** 83-100
 - **Review of Contracts Executed per CEO Delegation of Authority** 101-117
 - o Standard Agreements
25-040 Communications Training; 25-041 Executive Coaching; 25-042 Medical Screening; 25-803 AM1 HR Consulting Services
 - o Rental Agreements
26-901 HITS Del Mar Leasing, LLC
10. **ADJOURNMENT**



22nd DISTRICT AGRICULTURAL ASSOCIATION

Board of Directors Meeting

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
September 9, 2025

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the [delmarfairgrounds.com](https://www.delmarfairgrounds.com) website:

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

OFFICERS PRESENT

Frederick Schenk, Chair
Michael Gelfand, 1st Vice Chair
Joyce Rowland, 2nd Vice Chair (via Zoom)

DIRECTORS PRESENT

Mark Arabo
Lisa Barkett
Phil Blair
Donna DeBerry
Kathlyn Mead
Sam Nejabat

OTHERS PRESENT

Joshua Caplan, Deputy Attorney General
Carlene Moore, Chief Executive Officer (CEO)
Tristan Hallman, Chief Communications Officer (CCO)
Katie Mueller, Chief Operations Officer (COO)
Mike Seyle, Chief Administrative Officer (CAO)
Donna O'Leary, Office Manager

CALL TO ORDER

Chair Schenk called the meeting to order at 9:35 a.m. with a quorum present.

ROLL CALL

Chair Schenk, Vice Chairs Gelfand and Rowland, and Directors Arabo, Barkett, Blair, DeBerry, Mead, and Nejabat were all present.

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 9:37 a.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 10:38 a.m. Chair Schenk 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. The Board of Directors also evaluated the performance of the District CEO and has nothing to report.

CONSENT CALENDAR

PUBLIC COMMENT ON CONSENT CALENDAR (see page 8 of transcript)

None

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

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 11-13 of transcript)

Martha Sullivan, Chaun Reynolds

GENERAL BUSINESS

Item 7-A: Audit & Governance Committee Report

Director Nejabat referred to the committee report on pages 13-14 of the meeting packet and the supplemental 2024 audit report, and introduced LSL CPA Adam Odom to present the findings.

PUBLIC COMMENT ON ITEM 7-A (see page 34 of transcript)

Martha Sullivan

Item 7-A-1: Vote to accept the 2024 Audit Report

Director Nejabat moved to accept the 2024 independent auditor's report as presented in the meeting packet supplement. Director Blair seconded the motion. Chair Schenk, Vice Chairs Gelfand and Rowland, and Directors Arabo, Barkett, Blair, DeBerry, Mead, and Nejabat were all in favor. The motion carried 9-0.

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

Chair Schenk referred to the report on pages 15-18 of the meeting packet. Director Blair introduced Zachary MacQuarrie from Southwest Strategies to provide an update on the Fairgrounds 2050 outreach campaign, in support of the District's master site planning process. Drew Lieberman from Lieberman Data and Insights presented results from the county-wide opinion poll about the fairgrounds. CCO Hallman previewed an upcoming series of open houses and other efforts to collect ideas and input from across the county.

PUBLIC COMMENT ON ITEM 7-B (see pages 91-95 of transcript)

Martha Sullivan, Jewel Edson, Laura DeMarco

The Board recessed for a break at 12:17 p.m. and reconvened at 12:39 p.m.

Item 7-C: Discussion of the City of Del Mar's request to site affordable housing on District property and the potential impact of that use on District's operations and future master site planning considerations

CEO Moore introduced Del Mar City Manager Ashley Jones and Principal Planner Amanada Lee to explain the city's affordable housing requirements and goals. District Supervising Environmental Planner Dustin Fuller recapped prior discussions and actions between the District and Del Mar related to affordable housing.

PUBLIC COMMENT ON ITEM 7-C (see pages 132-144 of transcript)

Diana Kutlow, Salma Ismail, Jewel Edson, Darren Pudgil, Rose Ann Sharp, Brooke Miller, Carol Lazier, Joseph Smith

Item 7-D: Authorize District CEO to continue 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

Director Arabo moved to authorize the District CEO to continue affordable housing discussions with the City of Del Mar on the condition that Del Mar city officials return to the October Board meeting to continue the conversation with the Board. Vice Chair Gelfand seconded the motion. Director Mead suggested amending the motion to direct District staff to provide a monthly update on discussions with the City of Del Mar, and the amendment was accepted by Director Arabo and Vice Chair Gelfand.

PUBLIC COMMENT ON ITEM 7-D (see page 185 of transcript)

None

Chair Schenk, Vice Chairs Gelfand and Rowland, and Directors Arabo, Barkett, Blair, DeBerry, Mead, and Nejabat were all in favor. The motion carried 9-0.

The Board recessed for a break at 2:16 p.m. and reconvened at 2:24 p.m.

Chair Schenk announced that Item 7-I would be moved up on the agenda to take place before Item 7-E.

Item 7-I: Consideration and vote to approve the slate of officers

Chair Schenk reported that the election of officers would be treated as a non-committee matter since the Nominating Committee did not recommend a slate of officers and invited the Board to nominate a chair and a vice chair.

Vice Chair Rowland nominated Vice Chair Michael Gelfand for Board Chair. Director Blair seconded the motion.

Director Barkett nominated Director Sam Nejabat for Board Chair. Director Arabo seconded the motion.

PUBLIC COMMENT ON ITEM 7-I (see page 200 of transcript)

Martha Sullivan

Chair Schenk, Vice Chairs Gelfand and Rowland, and Director Blair voted for Michael Gelfand as Board chair. Directors Arabo, Barkett, DeBerry, Mead, and Nejabat voted for Sam Nejabat as Board Chair. Sam Nejabat was elected Board chair in a 5-4 vote.

Director Arabo nominated Director Lisa Barkett for Board Vice Chair. Director Nejabat seconded the motion.

Director Rowland nominated Director Phil Blair for Board Vice Chair. Director Gelfand seconded the motion.

Chair Schenk and Directors Arabo, Barkett, Mead, and Nejabat voted for Lisa Barkett as Board Vice Chair. Vice Chairs Gelfand and Rowland and Directors Blair and DeBerry voted for Phil Blair for Board Vice Chair. Lisa Barkett was elected Board Vice Chair in a 5-4 vote.

Director Nejabat left the meeting following the votes on Item 7-I.

Item 7-E: DMTC Liaison Committee Report

Director Arabo introduced DMTC Chair and COO Josh Rubinstein to present highlights of the 2025 summer race meet and preview the upcoming Breeders' Cup and fall race meet.

PUBLIC COMMENT ON ITEM 7-E (see pages 226-230 of transcript)

Martha Sullivan, Chaun Reynolds, Jim Coleman

Director DeBerry left the meeting following Item 7-E.

Item 7-F: Report of the State Race Track Leasing Commission and Del Mar Race Track Authority Meetings

Director Arabo recapped the meetings of the State Race Track Leasing Commission and Del Mar Race Track Authority held on September 5, 2025, in which the SRTLTC adopted an event ticket policy, and the RTA created a committee to guide efforts to create a plaque honoring all past and present members of the Authority.

PUBLIC COMMENT ON ITEM 7-F (see pages 232-234 of transcript)

Martha Sullivan, Chaun Reynolds

Item 7-G: Fair Operations Committee Report

Chair Schenk announced that the Fair Operations Committee Report and 2025 Fair wrap-up presentation would be tabled until the next Board meeting due to time constraints.

Item 7-H: Finance Committee Report

Vice Chair Gelfand referred to the financial reports on pages 40-47 of the meeting packet.

PUBLIC COMMENT ON ITEM 7-H (see pages 235-237 of transcript)

Martha Sullivan, Chaun Reynolds

EXECUTIVE REPORT

Former Board member Russ Penniman presented an overview of past wildfires where the fairgrounds served as a shelter for evacuated people and horses, and offered recommendations on how to prepare for similar emergencies.

CCO Hallman outlined the District's emergency management initiatives, which include updating the crisis communication plan, establishing a command center during the Fair, providing regular training opportunities for staff, and engaging with local agencies such as the County of San Diego Office of Emergency Services and the Department of Animal Services.

Vice Chair Rowland left the meeting during the Executive Report.

PUBLIC COMMENT ON EXECUTIVE REPORT (see page 101 of transcript)

None

MATTERS OF INFORMATION

Correspondence can be found on pages 58-67 of the meeting packet. Contract information can be found on page 68 of the meeting packet.

ADJOURNMENT

There being no further business to discuss, Chair Schenk adjourned the meeting at 4:29 p.m.

Carlene Moore
Chief Executive Officer

ITEM 5 – CONSENT CALENDAR

October 14, 2025

Expense Contracts

Standard Agreements Exercising Option Years						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
DAA-21-079-10 AM3	Kone Inc.	Elevator Maintenance	IFB	Year Round	10/31/2025 - 10/31/2026	\$139,799.28 AM3 (Total Contract Value = \$659,447.00)

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

DAA-21-079-10

AMENDMENT NUMBER

3

Purchasing Authority Number

GL Acct #600100-10

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

Kone Inc

2. The term of this Agreement is:

START DATE

November 1, 2021

THROUGH END DATE

October 31, 2026

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

\$659,447.00

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

The purpose of this Amendment is to exercise the third and final one-year option, extending the term by one year and increasing the dollar amount by \$139,799.28. The maximum amount of this Agreement is hereby increased from \$519,647.72 to \$659,477.00. The Through End Date is hereby extended from October 31, 2025 to October 31, 2026

Amendment Effective Date: October 31, 2025

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

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

Kone Inc.

CONTRACTOR BUSINESS ADDRESS

9850 Business Park Ave.

CITY

San Diego

STATE

CA

ZIP

92131

PRINTED NAME OF PERSON SIGNING

Jeffrey Couture

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1



Item 5, Consent Calendar – Out-of-State Travel

Background:

The California Department of Food and Agriculture requires Board approval for work-related out-of-state travel.

Process/Approach

Typically, the Board approves travel to other states for certain professional development and parallel concept opportunities at the time it considers and approves the annual Operating Budget in November.

Request

This request is to authorize Out-of-State Travel to the State Fair of Texas in Dallas, Texas, October 16-18, 2025.

The purpose of the travel is to meet with Fair Park and State Fair of Texas officials. Staff had previously visited the State Fair of Texas in 2024 to learn about its programming and layout. The State Fair of Texas' Command Center also served as inspiration for the San Diego County Fair's new Command Center.

The State Fair of Texas is one of the largest fairs in the nation. In addition, Fair Park, which is owned by the City of Dallas, is similar in size (277 acres) to the Del Mar Fairgrounds. Fair Park, which updated its master plan in 2020, has several recently renovated structures and has plans for a new community park.

With the recent change in Board leadership, newly elected Chair Nejabat and Vice Chair Barkett expressed an interest in better understanding fair and fairgrounds industry challenges and opportunities as the 22nd DAA continues its master site planning process. If this travel is approved, Chair Nejabat and Vice Chair Barkett will join CEO Moore and CCO Hallman for the visit to the State Fair of Texas, which is one of the few major fairs remaining on the calendar in 2025.

Additional master site planning parallel concept visits and professional development opportunities for the Board and staff will be presented with the 2026 Operating Budget in November for consideration for the coming year.



Item 8-A, Finance Committee Report

[Information Item]

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 August 2025. Figures are subject to final close adjustments.

The Balance Sheet includes the consolidated activity of 22nd DAA, State Race Track Leasing Commission (SRTLCL), and Del Mar Race Track Authority (RTA). The Income Statement reflects only 22nd DAA operations and programs.

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 in reporting (for example, March is reported to the Board in May). Comparative data for fiscal years 2023 and 2024 are included to provide historical context.

About the Financial Statements

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.

Executive Summary

The 22nd DAA's overall financial position through August 2025 remains favorable compared to the approved budget. Operations for the month of August exceeded expectations by \$1.2 million (M), while year-to-date results are ahead of budget by \$4.3M. This positive variance is driven primarily by expense savings in payroll, professional services, program services and supplies. At the same time, revenue shortfalls in fair-related activities such as Gate Admissions, Midway, and Parking offset some of these gains. Cash balance through August is slightly lower than the same period in 2024 as fully approved and outstanding accounts payable invoices were paid during the month. In October of 2024, the 22nd DAA repaid \$5,664,015 the full amount of the Paycheck Protection Plan (PPP) with interest and processing fee in the amount of \$5.7M.

Monthly Performance (August 2025)

In August, revenues generated were 5%, or \$358 thousand (K) above budget. This positive result was partially achieved by better-than-expected Food & Beverage (F&B) sales (\$257K) during the races and higher Equestrian Center Operator revenues (\$75K) but were offset by lower-than-expected parking revenues (\$24K) because The Sound had two less shows than planned. Nonetheless, overall August revenues finished above expectations.

Operating expenses for the month were 11% (\$814K) below budget. Key areas of savings included Professional Services, Supplies, and Payroll and related Expenses. Food & Beverage expenses were slightly higher than expected (by \$100K), as revenues in this category also exceeded the forecast amount.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	+5% / +\$358K	Above budget, better F&B sales during races and Facility Rent Revenues
Operating Expenses	●	-11% / -\$814K	Savings in payroll, Prof. Services, related expenses.
Food & Beverage Revenues	●	+4% / \$256K	Driven by horse racing
Facility Rentals	●	+49% / +\$98K	Higher than forecast Equestrian Center Operator revenues.

Year-to-Date Performance (Jan–Aug 2025)

For the first eight months of 2025, results remain favorable compared to budget by approximately \$4.3M. This variance is almost entirely expense-driven, with year-to-date costs running below forecast by 9% (\$6.0M). Savings have been realized

across payroll, contracted Professional Services, and facility-related costs. Revenue fell short of the budgeted amount by 2% (\$1.6M). Sponsorships and Interest Earnings remain bright spots, surpassing the budget by 33% (\$673K) and 74% (\$280K), respectively. Facility Rentals and Concessions were below expectations.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	-2% / -\$1.70M	Driven by Fair-related categories
Operating Expenses	●	-9% / -\$6.10M	Expense savings across multiple areas
Concessions Revenue	●	-2% / -\$1.10M	Midway under by -8%, F&B ahead by +3%
Payroll & Related	●	-8% / -\$1.10MK	Vacancies and reduced temp labor
Professional Services	●	-10% / -\$2.40M	Partly due to timing of expenses
Admissions	●	-6% / -921K	Driven by Fair attendance
Facility Rentals	●	-7% / -\$475K	Below budget expectations
Parking Revenues	●	-15% / -\$906K	Driven by event and Fair attendance
Sponsorships	●	+32% / +\$673K	Well above forecast

Key Definitions

- Restricted Cash (RTA): Funds held in trust to cover Race Track Authority bond obligations.
- Deferred Revenue: Advance payments for future events, recognized in the event month.

Legend

- Favorable financial impact (better than budget)
- Neutral financial impact / on target
- Unfavorable financial impact (worse than budget)

Progress Report: Committee Work Plan

The Committee met in March 2025 and set forth a 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. Work to date has been prioritized based on the time-sensitive nature of some of the items. Items to date completed include:

- **Wave Volleyball Club multi-year rental agreement**
 - Agreement now expires August 31, 2030. Board approved 5-year agreement effective September 1, 2025.
 - Changes to the agreement include addition of a Facility Usage Fee paid by the Operator to cover utilities, costs of repairs and common area maintenance expenses.
- **Del Mar Golf Center**
 - Board approved amendment to existing agreement with DMGC Golf Management to operate adjoining golf retail facility.
 - Amendment provides for additional rent based on retail sales, with minimum guarantee. Also includes Facility Usage Fee to cover utilities, repairs and common area maintenance expenses.
- **Managing Promoter of The Sound**
 - Board approved exercising option to extend agreement with Belly Up through December 31, 2029.
 - Additional terms include 22nd DAA control of calendar, premium F&B offerings, and additional activity during Fair.

Next Steps:

Looking ahead, the Committee's upcoming areas of focus from its Work Plan will include analyzing and assessing the following areas of impact on the 22nd DAA's financial health and structures:

- Insurance renewals
 - Current policies expiration/renewal date: April 30, 2026.
 - 22nd DAA staff will be meeting with the California Office of Risk and Insurance Management (ORIM) later this month to explore ways ORIM can assist the 22nd DAA in securing insurance coverage for the next renewal.

- City of Del Mar Fire Station Lease
 - The lease now expires June 30, 2026.
 - One-year extension under the same terms executed to June 30, 2026, while negotiations proceed for a new long-term lease agreement.
- Food-and-beverage contract options
 - Agreement expires December 31, 2026, and a 180-day notice is required.
 - 22nd DAA has an option to renew the agreement for 5-year term January 1, 2027-December 31, 2031.
- Live horse racing operator agreement
 - Agreement with DMTC is set to expire December 31, 2030
 - There are no remaining options
- Banking options
- Credit card fees
- The 22nd DAA's organizational chart
- Investment policy
- Development of additional KPI's and performance metrics for monthly and annual monitoring

22nd DAA
Consolidated Balance Sheet (DAA, RTA, RTALC)
As of August 31, 2025

	2025	2024	2023
Assets			
1 Cash	\$ 38,554,482	\$ 39,174,837	\$ 41,687,727
Restricted Cash - JLA	133,410	91,757	58,693
2 Restricted Cash - F&B Equipment Fund	29,598	51,157	46,467
3 Restricted Cash - RTA	10,262,181	11,534,822	12,634,344
Total Cash and Cash Equivalents	48,979,671	50,852,573	54,427,232
Accounts Receivable	1,942,088	1,615,471	841,201
Prepaid Expenses	1,604,993	744,224	719,485
4 Deferred Outflows Pension	7,035,722	7,035,722	5,298,571
Total Current Assets	10,582,803	9,395,418	6,859,257
Land and Land Improvements	46,998,212	45,178,212	45,208,317
Building and Improvements	218,544,813	217,564,033	217,564,033
Equipment	40,724,873	39,837,464	38,665,466
Capital Projects in Process	2,143,009	4,342,979	1,816,615
Accumulated Depreciation	(202,196,701)	(198,608,676)	(188,271,817)
Total Capital Assets	106,214,206	108,314,012	114,982,613
Total Assets	\$ 165,776,680	\$ 168,562,002	\$ 176,269,101
Liabilities			
Accounts Payable	12,508,349	8,159,428	10,517,852
Payroll Liabilities	1,293,141	1,433,752	646,045
Accrued Liabilities	1,760,359	1,652,195	1,885,970
Other Current Liabilities	(1,518,197)	(378,882)	(28,888)
6 Deferred Revenue	1,194,337	1,760,281	1,038,039
5 Current Long Term Debt	1,207,165	2,021,583	2,537,472
7 Accrued Employees Leave Liabilities	1,312,859	1,144,169	1,333,456
8 Long Term Debt	53,360,582	56,210,122	59,733,477
Reserve - F&B Equipment Fund	361,630	233,268	154,733
Reserve - JLA	60,691	43,292	36,607
4 Pension Liability	21,689,409	21,498,923	40,072,573
4 Deferred Inflows - Pension	1,717,258	1,717,258	1,754,199
Total Liabilities	94,947,582	95,495,389	119,681,536
Net Resources			
Contributed Capital	78,877,171	78,877,171	78,877,171
Less Contributed Capital to RTA	(34,358,470)	(34,358,470)	(34,358,470)
Net Resources - Unrestricted	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	7,339,019	20,924,145	4,176,732
Total Net Resources	70,829,098	73,066,613	56,587,566
Total Liabilities and Net Resources	\$ 165,776,680	\$ 168,562,002	\$ 176,269,101

1- Repaid Paycheck Protection Program (PPP) Loan in October 2024; 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 \$5.7M; Ibank Sound \$12.6M; Premier \$1.3M; Energy Efficiency \$3.1M; CalPers SB84 \$1.5M.

22nd DAA
Income Statement
For the Period Ending August 31, 2025
DAA

	August 2025			Year-to-Date			Full 2025
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	0	0	0	13,520,751	14,441,375	(920,624)	14,441,375
Gates	0	0	0	13,520,751	14,441,375	(920,624)	14,441,375
Concessions Revenue	7,014,728	6,768,194	246,534	39,675,514	40,690,796	(1,015,282)	49,286,503
Food & Beverage Contrac	7,014,728	6,758,194	256,534	17,615,651	17,077,987	537,664	25,641,444
Other Food & Beverage	0	0	0	4,856,841	4,820,000	36,841	4,820,000
Midway	0	0	0	17,102,209	18,697,839	(1,595,630)	18,697,839
Facility Rentals Revenue	294,556	197,031	97,525	6,157,804	6,632,468	(474,664)	10,079,614
Commercial	0	0	0	3,216,510	3,549,710	(333,200)	3,549,710
Leases Revenue	55,027	51,164	3,863	432,254	401,344	30,910	606,000
Program Revenues	85,495	103,500	(18,005)	5,936,609	6,910,503	(973,894)	8,007,033
JLA	0	0	0	54,692	22,500	32,192	22,500
Parking	53,840	77,500	(23,660)	5,188,024	6,093,703	(905,679)	7,070,933
Participation Fees	0	0	0	284,225	380,000	(95,775)	380,000
Satellite Wagering	31,655	26,000	5,655	409,668	414,300	(4,632)	533,600
OPERATING REVENUE TOTALS	7,449,806	7,119,889	329,917	65,722,931	69,076,486	(3,353,555)	82,420,525
Contributions	3,900	3,900	0	2,757,125	2,104,240	652,885	2,039,840
Sponsorships	3,900	3,900	0	2,741,165	2,068,240	672,925	1,303,840
Other Non-Operating Revenue	27,923	26,047	1,876	1,393,240	609,564	783,676	1,025,905
Interest Earnings	0	0	0	655,032	375,000	280,032	750,000
Reimbursed Costs	82,520	56,026	26,494	601,528	650,280	(48,752)	2,158,954
Prior Year Revenue	0	0	0	305,162	0	305,162	0
NON-OPERATING REVENUE TOTALS	114,343	85,973	28,370	5,057,055	3,364,084	1,692,971	5,224,699
TOTAL REVENUE	7,564,149	7,205,862	358,287	70,779,986	72,440,570	(1,660,584)	87,645,224
EXPENSES							
Payroll & Related Expense	984,347	1,415,463	431,116	13,408,655	14,564,448	1,155,793	20,004,959
Professional Developmen	3,220	17,570	14,350	72,171	201,795	129,624	321,308
Professional Services Expense	4,786,598	5,112,383	325,784	21,368,132	23,730,998	2,362,865	32,343,018
Food & Beverage Expense	4,740,894	4,643,175	(97,719)	13,629,075	13,637,244	8,169	20,424,275
Insurance Expense	164,819	170,999	6,180	1,412,928	1,386,711	(26,217)	2,175,708
Facility & Related Expense	503,147	410,275	(92,872)	5,523,452	6,001,233	477,781	7,560,830
Equipment & Small Ware	1,277	0	(1,277)	80,990	0	(80,990)	0
Telephone & Internet	8,550	8,564	14	69,911	66,547	(3,364)	100,318
Repairs & Maintenance	2,659	73,396	70,737	761,133	745,368	(15,765)	1,066,052
Utilities	486,088	256,691	(229,397)	2,678,610	2,907,855	229,245	4,064,500
- Electricity	214,434	-	-	1,415,916	-	-	-
- Water	172,973	-	-	607,794	-	-	-
Supplies Expense	7,993	36,500	28,507	1,386,837	1,783,720	396,883	1,971,470
Marketing & Related Expense	2,353	6,800	4,447	1,292,660	1,417,175	124,515	1,427,175
Program Expenses	34,082	116,139	82,057	16,133,629	17,468,405	1,334,776	17,624,610
Prizes & Premiums	0	0	0	95	0	(95)	0
Artists & Entertainment	0	0	0	5,994,254	6,400,850	406,596	6,400,850
Midway Operator Expens	0	0	0	9,758,190	10,545,194	787,004	10,545,194
Other Operating Expense	82,884	111,775	28,892	1,967,948	2,196,821	228,873	2,515,339
Bank & Service Fees	14,672	43,465	28,794	1,402,577	1,613,136	210,560	1,668,694
Interest Expense	68,216	68,310	94	545,728	546,480	752	809,440
OPERATING EXPENSE TOTALS	6,566,223	7,380,334	814,111	62,494,242	68,549,511	6,055,270	85,623,109
Other Non-Operating Expense							
Prior Year Expense	3,676	0	(3,676)	82,151	0	(82,151)	0
NON-OPERATING EXPENSE TOTALS	3,676	0	(3,676)	82,151	0	(82,151)	0
TOTAL EXPENSE	6,569,899	7,380,334	810,435	62,576,392	68,549,511	5,973,119	85,623,109
NET INCOME (LOSS)	994,250	(174,472)	1,168,722	8,203,594	3,891,059	4,312,535	2,022,115

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

Food & Beverage Report Aug-25

August 2025 Food Service Revenues were \$7,014,728. Budgeted Revenues for August 2025 were \$6,758,194

Net distribution to the District for August 2025 was \$2,272,821 or 32.4%. Budgeted distribution for August 2025 was \$2,115,019 or 31.3%.

Year-to-date 2025 distribution to the District is \$4,008,691 or 22.7%. The budgeted distribution for YTD 2025 was \$3,448,743 or 20.2%.

Aug-25	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	7,014,728	100.0%	6,758,194	100.0%	6,629,820	100.0%
TOTAL COGS	1,382,401	19.7%	1,318,939	19.5%	1,776,320	26.8%
GROSS MARGIN	5,632,327	80.3%	5,439,255	80.5%	4,853,500	73.2%
TOTAL PAYROLL	2,500,325	35.6%	2,314,264	34.2%	2,284,776	34.5%
OPERATING EXPENSES	534,491	7.6%	707,826	10.5%	521,641	7.9%
NET PROFIT	2,597,510	37.0%	2,417,165	35.8%	2,047,083	30.9%
CLIENT DISTRIBUTION	2,272,821	32.4%	2,115,019	31.3%	1,791,198	27.0%
YTD	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	17,632,492	100.0%	17,077,987	100.0%	15,637,898	100.0%
TOTAL COGS	3,708,718	21.0%	3,598,360	21.1%	3,907,003	25.0%
GROSS MARGIN	13,923,774	79.0%	13,479,627	78.9%	11,730,895	75.0%
TOTAL PAYROLL	7,356,075	41.7%	7,340,203	43.0%	6,629,210	42.4%
OPERATING EXPENSES	1,986,338	11.3%	2,198,003	12.9%	1,800,586	11.5%
NET PROFIT	4,581,361	26.0%	3,941,421	23.1%	3,301,099	21.1%
Y-T-D CLIENT DISTRIBUTION	4,008,691	22.7%	3,448,743	20.2%	2,888,462	18.5%



Item 8-D, Consideration and Vote to Amend Policy 6.01 Event Ticket

Background:

In May 2025, the Board of Directors of the 22nd District Agricultural Association (22nd DAA) approved amendments to Policy 6.01, Event Ticket (the Policy), to revise the Policy in a manner that supported Board leadership and Board members' interest in experiencing and promoting events at the fairgrounds while ensuring consistency with State of California regulations.

Recently, the 22nd DAA became aware of an amendment to the Code of Regulations (Regulations) promulgated by the Fair Political Practices Commission. This will necessitate a minor modification to the Policy to ensure consistency with the Regulations. The recommended change, which is administrative in nature, would add a section to the Policy reflecting the amendment to the Regulations that effectively prohibits the disproportionate use of tickets by any 22nd DAA Official.

Recommendation:

Approve the amendment to the Policy, as presented in a redline version on the following pages.

22nd District Agricultural Association **Policies**

Policy 6.01: Event Ticket

Date Adopted/Last Revised: June 6, 2009/May 13, 2025/[October 14, 2025](#)

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

To encourage participation and attendance of Board Members at events produced and/or hosted by the 22nd DAA, and to cultivate a spirit of cooperative decision-making, shared goals and collective ownership of decisions of the Board consistent with Policy 3.03 Board Member Code of Conduct, the 22nd DAA will distribute complimentary tickets for governmental and public purposes including economic or business development, community and government relations, supporting programs or services rendered by nonprofit organizations, and attracting or rewarding volunteer public service pursuant to this Policy.

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 and 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

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).

- 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.

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.

Prohibition on Disproportionate Use of Tickets

In accordance with California Code of Regulations, Title 2, Section 18944.1, this Policy prohibits the disproportionate use of Tickets or passes by any 22nd DAA Official.

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.

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.

22nd District Agricultural Association **Policies**

Policy 6.01: Event Ticket

Date Adopted/Last Revised: June 6, 2009/May 13, 2025/October 14, 2025

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

To encourage participation and attendance of Board Members at events produced and/or hosted by the 22nd DAA, and to cultivate a spirit of cooperative decision-making, shared goals and collective ownership of decisions of the Board consistent with Policy 3.03 Board Member Code of Conduct, the 22nd DAA will distribute complimentary tickets for governmental and public purposes including economic or business development, community and government relations, supporting programs or services rendered by nonprofit organizations, and attracting or rewarding volunteer public service pursuant to this Policy.

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.

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- 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.

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- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the 22nd DAA Official.
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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.

Prohibition on Disproportionate Use of Tickets

In accordance with California Code of Regulations, Title 2, Section 18944.1, this Policy prohibits the disproportionate use of Tickets or passes by any 22nd DAA Official.

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.

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.

22nd DAA Board of Directors Meeting Dates – 2026

Meetings are typically held the **second Tuesday of the month at 9:30 a.m.**

Meeting dates and times are subject to change.

DRAFT – SUBJECT TO BOARD APPROVAL

BOARD MEETING DATE	MEETING NOTICE AND AGENDA POSTED
January 13	January 2
February 10	January 30
March 10	February 27
April 14	April 3
May 12	May 1
<i>June (NO MEETING)</i>	
<i>July (NO MEETING)</i>	
August 11	July 31
September 8	August 28
October 13	October 2
*November 17	November 6
<i>December (NO MEETING)</i>	

June, July, and December meetings are held only if necessary

Considerations:

- *January: Agenda developed during the holidays; posts the day after New Years Day*
- *September: Second Tuesday is the day after the Labor Day holiday*
- **November: typically held one week later due to intent of not holding a meeting in December*



Item 8-F: Discussion and vote on whether to direct staff to work with the City of Del Mar to amend the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar
[Action Item]

Background:

Informal discussions surrounding the possibility of siting affordable housing on 22nd District Agricultural Association (22nd DAA) property have occurred on-and-off over the years, dating back to at least 2013.

But since 2021, the 22nd DAA has been working cooperatively with the City of Del Mar on its request to site affordable housing at the Del Mar Fairgrounds. At that time, the 22nd DAA Board Chair created an Ad-Hoc Affordable Housing Committee to engage in formalized discussions about the City's request to site up to 61 affordable units on 22nd DAA property.

The Committee's work culminated in the creation of an Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar. The "exclusive" nature of the agreement does not restrict the City from exploring other options for affordable housing. Instead, exclusivity was at the request of, and applies only to, the 22nd DAA. This means that the 22nd DAA, through the ENRA, is restricted from negotiating with other parties, such as private developers, over the siting of affordable housing. The City of Del Mar has no such restrictions through the ENRA and can freely negotiate with others to meet its affordable housing needs.

The ENRA spelled out processes to:

- Complete site due diligence and establish timelines;
- Determine the scope/components of development;
- Make a preliminary determination on the feasibility of the proposed development;
- Identify a potentially mutually agreeable site for the development of up to 61 units of affordable housing; and
- Establish procedures and standards for the negotiation of a mutually acceptable long-term ground lease agreement for development of affordable housing.

The ENRA also did not commit 22nd DAA to providing a site. The ENRA instead spells out the process for determining whether, when, and how to proceed, if the Board wishes to do so. The Board will ultimately make the decision on whether affordable housing will be sited on 22nd DAA property.

The 22nd DAA Board and the Del Mar City Council separately voted to adopt the ENRA in early 2024. Since then, the 22nd DAA Board has voted to pause discussions under the agreement twice — in July 2024 and in February 2025 — due to actions by Del Mar officials that were in opposition to the City’s guiding principles related to protecting the interests of the 22nd DAA as part of its position on the San Diego Association of Governments’ (SANDAG) Los Angeles-San Diego (LOSSAN) Rail Corridor Realignment project.

The Del Mar City Council voted on March 3, 2025, to reaffirm its guiding principles. After this vote, the 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 was to provide accountability for the City of Del Mar for adhering to its guiding principles.

On April 8, May 13, and July 23, and September 9, the 22nd DAA Board of Directors voted to continue discussions under the ENRA.

Process/Approach:

Through the ENRA, the 22nd DAA has committed to performing due diligence on affordable housing. The goal of 22nd DAA staff in the ENRA process is to provide the Board with the best possible information about the feasibility of affordable housing on 22nd DAA property — including where on the property it could and would be best sited, if at all — and its impacts.

In addition, as part of the process, the City of Del Mar applied for and received a \$1.5 million grant through the Housing Acceleration Program (HAP) administered by SANDAG. The grant funds pre-development and due diligence studies such as site design feasibility, economic and financial feasibility studies, transportation and traffic analyses, environmental assessments (e.g., geotechnical, biological, sea level rise studies) and infrastructure assessments (e.g., water/sewer capacity studies, access improvements, sea level rise resiliency). The City is utilizing this grant to initiate five technical studies on the Del Mar Fairgrounds, including:

- Affordable Housing Feasibility
- CEQA Constraints
- Sea Level Rise Vulnerability Assessment
- Transportation Demand/Mobility
- Water/Sewer Infrastructure

These studies will also be beneficial to the 22nd DAA and its broader master site planning discussions regardless of whether the 22nd DAA and City come to resolution on affordable housing. The 22nd DAA's on-call consultants Harris and Associates is conducting the studies.

To accommodate the continued studies and to better align with the timeline of the 22nd DAA's master site planning process, 22nd DAA and the City of Del Mar exercised both available options to extend the ENRA period by 12 months.

Ultimately, at the conclusion of the ENRA negotiations, the 22nd DAA Board of Directors will review the provided information and determine whether to proceed with siting affordable housing on 22nd DAA property.

In the meantime, 22nd DAA and City of Del Mar representatives have provided information and presentations on affordable housing to the 22nd DAA Board, including at the September 9, 2025, Board meeting. The City of Del Mar's FAQs and the 22nd DAA's fact sheet from the prior meeting follow this report.

Next steps:

Through this action item, the Board can provide direction to CEO Moore to work with the City of Del Mar to amend the previously approved ENRA.

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Fairgrounds)

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1. EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations.

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

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

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

Section 1.2 Negotiating Period.

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

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

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

Section 1.3 Exclusive Negotiations.

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

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

Section 1.4 Identification of City and District Representatives.

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

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

Section 1.5 Actions by the District and the City.

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

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

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview.

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

Section 2.2 Development Site Selection Process.

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

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

Section 2.3 Conceptual Preliminary Plan.

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

Section 2.4 Financing and Costs of Development.

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

Section 2.5 Lease Terms.

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

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

Section 2.6 Title Adequacy Determination.

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

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

Section 2.7 Physical Adequacy Determination and Right of Entry.

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

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

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

Section 2.8 Schedule of Planning Approvals.

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

Section 2.9 Environmental Review.

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

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

Section 2.10 Utilities.

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

Section 2.11 Subdivision.

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

Section 2.12 Compliance with Relocation Requirements.

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

Section 2.13 Reports.

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

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

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

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

Section 3.2 Notices.

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

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

With a copy to:

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

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

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

With copies to:

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

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

Section 3.3 Waiver of Lis Pendens.

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

Section 3.4 Costs and Expenses.

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

Section 3.5 No Commissions.

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

Section 3.6 Defaults and Remedies.

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

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

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

Section 3.7 Attorneys' Fees.

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

Section 3.8 Indemnification.

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

Section 3.9 Governing Law; Venue.

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

Section 3.10 Entire Agreement.

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

Section 3.11 Interpretation.

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

Section 3.12 Counterparts.

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

Section 3.13 No Right to Assignment.

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

Section 3.14 No Third-Party Beneficiaries.

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

Section 3.15 City Not an Agent.

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

Section 3.16 Severability.

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

Section 3.17 Time is of the Essence.

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

[Signature Page Follows]

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

DISTRICT:

CITY:

E-SIGNED by Carlene Moore
BY: on 2024-03-21 09:51:13 PDT
Carlene Moore, Chief Executive Officer

E-SIGNED by Ashley Jones
BY: on 2024-03-14 08:59:07 PDT
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

E-SIGNED by Rafael Yaquian
BY: on 2024-03-25 09:20:15 PDT
Rafael Yaquian, Goldfarb &
Lipman LLP

EXHIBIT A
FAIRGROUNDS SITE MAP

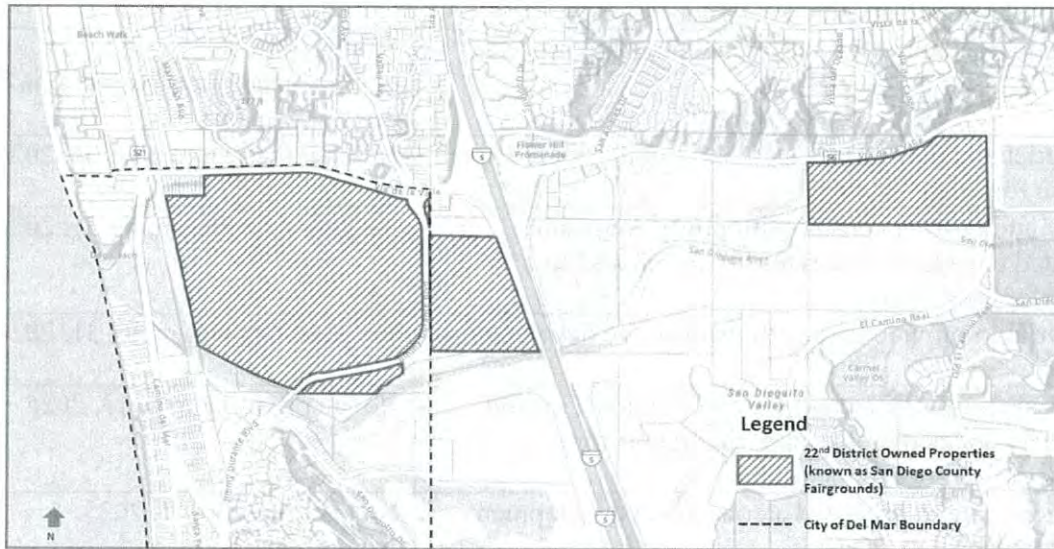


EXHIBIT B

SCHEDULE

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

EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

**FIRST AMENDMENT TO FAIRGROUNDS AFFORDABLE HOUSING
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (ENRA)**

THIS FIRST AMENDMENT (the "First Amendment") to the Exclusive Negotiating Rights Agreement (ENRA), is hereby entered into and effective as of the 31st day of December, 2024, by and between the City of Del Mar ("City"), a Charter City and municipal organization, and the 22nd District Agricultural Association ("District"), a California state institution; collectively referred to herein as the "Parties."

RECITALS

A. **WHEREAS**, the City is required by state law to develop a Housing Element to meet its allocation of regional housing needs. The City's 6th Cycle Housing Element (2021-2029) requires the City to develop strategies that will result in the production of affordable housing units. The District owns certain undeveloped and real property within the jurisdictional boundary of the City of Del Mar; and

B. **WHEREAS**, the Parties entered into an Exclusive Negotiating Rights Agreement (ENRA) that took effect April 15, 2024, and provides for investigation into the feasibility of developing at least 61 lower income housing units on the District's property and selection of a mutually agreeable site for affordable housing development; and

C. **WHEREAS**, in June 2022, the City completed preliminary design concepts and economic feasibility for affordable housing on two site locations on the District property that were mutually identified by the Parties, at the northeastern corner of the Fairgrounds and the southwestern corner of the Fairgrounds; all west of Jimmy Durante Boulevard and within the City of Del Mar; and

D. **WHEREAS**, the District retained consultant services to provide professional due diligence investigations into the feasibility of locating affordable housing on the District's property with a goal of identifying prospective development sites for the City to study and consider as a possible affordable housing development site; and

E. **WHEREAS**, the Parties are working to identify additional potential sites for consideration in order to reach mutual agreement upon a final development site; and

F. **WHEREAS**, the City has been awarded State of California Housing Acceleration Program (HAP) grant funds to explore and pay for feasibility studies related to the development of affordable housing on the District's property including, but not limited to, Vulnerability Assessment Analysis, California Environmental Quality Act (CEQA) Opportunities and Constraints Analysis, Housing Site Feasibility Analysis, Transportation Due Diligence Analysis, and Water/Sewer Capacity Due Diligence Analysis; and

G. **WHEREAS**, the Parties have agreed that HAP grant funds will be used to reimburse the District's consultant for all expenditures incurred by the District to advance these housing feasibility studies as set forth in a separate Memorandum Of Understanding; and

H. **WHEREAS**, Article 1 of the ENRA identifies the expectation for good faith negotiations involving good faith efforts to accomplish the respective tasks; and

I. **WHEREAS**, in accordance with Section 1.2 of the ENRA, the Parties hereby agree in writing to adjust the ENRA schedule stated in ENRA Exhibit B to reflect extension of the ENRA completion date as necessary to accommodate the District's master site planning process, allow time for feasibility studies underway to be completed, and identify an adjusted deadline for the City and District to mutually agree upon the final Development Site; and

J. **WHEREAS**, the adjusted schedule remains consistent with the California Housing and Community Development Department (HCD) expectation, set forth in the HAP Grant agreement, for the City and District to mutually agree upon a development site as soon as possible and for the City to then commence and complete the environmental review and entitlement process for a prospective affordable housing project on District property.

NOW THEREFORE, the City and the District hereby agree as follows:

I. PURPOSE AND INTENT

The intent of the First Amendment is to memorialize the mutual agreement between the Parties to adjust the ENRA schedule in accordance with ENRA Section 1.2 to accommodate the District's master site planning process while completing the associated technical and/or feasibility studies and other obligations specified in the ENRA as necessary to aid the Parties in determining a mutually agreeable site for affordable housing on District property. Therefore, the schedule included in Exhibit B of the ENRA is hereby replaced with the revised schedule provided below.

II. REVISED ENRA SCHEDULE - EXHIBIT B

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024
Commencement of Negotiating Period	April 15, 2024
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of Agreement)
District and City pursue legislative authority to extend lease for up to 99 years.	No later than February 20, 2026
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than May 29, 2026
District to provide City with prospective development sites.	No later than March 15, 2026.

City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than March 15, 2026.
City prepares a proposed conceptual development program.	No later than September 15, 2026
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of Negotiating Period	April 15, 2027, unless extended pursuant to ENRA Section 1.2(a).

III. ENTIRE UNDERSTANDING

The Parties acknowledge that only the schedule in ENRA Exhibit B is being amended and that all other provisions of the executed ENRA (dated April 15, 2024) remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

This First Amendment to the ENRA is hereby approved by the District's Chief Executive Officer and City Manager as of the date first written above on behalf of the respective Parties in accordance with the procedure set forth in ENRA Section 1.2.

**22ND DISTRICT AGRICULTURAL
ASSOCIATION**

CITY OF DEL MAR


By: Carlene Moore, Chief Executive Officer


By: Ashley Jones, City Manager



Quick Reference Guide - Affordable Housing

Background & Context

- **City of Del Mar RHNA Obligation** (6th Cycle: 2021–2029):

- Total Units Required: 175
 - Lower-Income Units: 113
- Assignment made to region by state and to cities by SANDAG.
- Fairgrounds identified as key site due to job proximity and land availability.

Income Category	Del Mar RHNA Units
Above Moderate	31
Moderate	31
Low	76
Very Low	19
Extremely Low	18
Total	175

- **22nd DAA Involvement:**

- Created Ad-Hoc Committee in 2021.
- Entered Exclusive Negotiating Rights Agreement (ENRA) with Del Mar in April 2024.
- ENRA outlines feasibility studies, site selection, and lease negotiation process.
- Discussions paused twice due to City's conflicting positions on LOSSAN rail realignment.

City of Del Mar Progress Toward RHNA

Category	RHNA Goal	Units Produced	Approved (Pending Permit)	Total	Remaining
Above Moderate	31	47	56	103	0
Moderate	31	71	13	84	0
Low	76	0	8	8	68
Very/Extremely Low	37	0	4	4	33
Total	175	118	81	199	101 (low)

City's Housing Strategies

- **Public Projects:**
 - 10th Street: 8 units (City-funded + SGIP grant).
 - 28th Street: Partnership-based development.
- **Private Projects:**
 - Watermark: 50 units (10 affordable).
 - 941 Camino del Mar: 8 units (2 affordable).
- **Policy Tools:**
 - ADU Incentives & Amnesty
 - SB 9 Projects (4-unit developments)
 - Density Bonuses & Upzoning
 - Inclusionary Housing Ordinances
 - STR Regulations for housing preservation

City of Del Mar Lower-Income Unit Strategy	
Strategy	Target Units
Fairgrounds	≥54
Commercial Zones	≥25
Watermark Project	10
941 Camino del Mar	2
10th Street Project	≥4
28th Street Project	≥3
ADU/SB9/Infill/Incentives	≥15
Total	≥113

Fairgrounds as a Housing Site

- **City's Goal**
 - Develop up to 61 lower-income units on Fairgrounds property.
- **Why City made the request**
 - Fairgrounds represents ~30% of Del Mar's landmass.
 - Largest local employer (55% of jobs).
 - Proximity to transit, services, and amenities.
 - Identified in feasibility studies as most viable site for large-scale affordable housing.
- **22nd DAA Considerations**
 - **Event Management:** Permanent housing may conflict with Fairgrounds' event operations (noise, traffic, security).
 - **Environmental Risks:** Flooding and liquefaction concerns due to sensitive location.

- **Master Site Planning:** “Fairgrounds 2050” plan underway; housing must align with long-term vision.
- **LOSSAN Rail Realignment:** Potential new alignment could impact proposed housing site.
- **Political Complexity:** Property spans cities of Del Mar and San Diego; adjacent to Solana Beach.

ENRA Overview

ENRA Components	Purpose
Site Due Diligence	Assess feasibility, environmental constraints, and infrastructure needs.
Scope & Components of Development	Define housing types (e.g., family, senior, workforce).
Preliminary Feasibility Determination	Evaluate viability of proposed housing.
Site Identification	Select mutually agreeable location on Fairgrounds.
Ground Lease Negotiation Standards	Establish terms for long-term lease agreement.

Note: ENRA restricts 22nd DAA from negotiating with other parties; City is not restricted.

Technical Studies Funded by HAP Grant

With benefits to 22nd DAA master site planning work

- Affordable Housing Feasibility
- CEQA Constraints
- Sea Level Rise Vulnerability
- Transportation Demand/Mobility
- Water/Sewer Infrastructure



HOUSING ELEMENT & AFFORDABLE HOUSING FAQs

1. What is a Housing Element?

A Housing Element is an State-mandated policy document that is part of the required General Plan for all cities and counties in the State of California (California Government Code Section 65583). It sets the plan for housing development in local jurisdictions, including policies, programs, and actions to meet existing and projected future housing needs at a range of income categories. State law specifies the required Housing Element components, process, and timeline for Housing Element approval and State certification. A Housing Element must be adopted by the local jurisdiction (i.e. City Council) and certified by the California Housing and Community Development Department (HCD).

2. How often are Housing Elements required to be updated?

Housing Elements must be updated every 8 years. The San Diego region is currently in the middle of the 6th Housing Element Cycle, which runs from April 15, 2021, through April 15, 2029. During the housing cycle, the City formulates its housing implementation plan to meet its RHNA and completes its Housing Element action programs to meet each identified milestone and commitment. The 7th Cycle is expected to be for a period of April 2029 to 2037.

It is notable that the process to prepare and maintain a Housing Element in compliance with State housing law is an unfunded State mandate and very costly to local jurisdictions. For example, the City spent over \$1 million on the 6th Cycle Housing Element update, which does not include the millions of dollars required to implement the Housing Element programs.

3. How does the Housing Element Update process begin for each housing cycle?

The Housing Element update process begins with the Regional Housing Needs Determination (RHND) at the State level which starts about 3-4 years prior to a new housing cycle.

4. What is the Regional Housing Needs Assessment (RHNA) Process?

The RHNA process is mandated by State law. It begins with a State determination of the total housing needed throughout the State, which is then divided up and assigned to each region. The RHNA units are assigned at a range of income levels (i.e., above moderate income, moderate income, low income, very low income, and extremely low income) based on criteria to demonstrate compliance with State law. Each regional planning agency conducts a public process to assign RHNA units by income level to the county and each city in that region.

5. Who is the Regional Planning Agency for San Diego?

The San Diego Association of Governments (SANDAG) is the regional planning agency for San Diego and is responsible for overseeing the RHNA process for the San Diego region.

6. What methodology was used to assign RHNA units in the 6th Cycle?

In the 6th Cycle, RHNA was assigned based on access to transit, the number of jobs within each jurisdiction, and an equity adjustment factor based on existing housing by income level. Each local jurisdiction uses their allocated RHNA to prepare and adopt an updated Housing Element that addresses its respective housing needs.

For additional details, see SANDAG's 6th Cycle RHNA Plan linked here: <https://www.sandag.org/-/media/SANDAG/Documents/PDF/projects-and-programs/regional-initiatives/housing-land-use/regional-housing-needs-assessment/6th-cycle-regional-housing-needs-assessment-plan-2020-07-10.pdf>

7. What is the San Diego region's RHNA Assignment and the City of Del Mar's allocation?

The State assigned the San Diego region 171,685 units as follows:

San Diego Region – 6th Cycle RHNA Assignment	
Income Category	RHNA Units
Above Moderate Income	72,992
Moderate Income	29,734
Low Income	26,627
Very Low Income, Including Extremely Low	42,332
Total RHNA Units	171,685

SANDAG and HCD assigned the City of Del Mar 175 units as follows:

City of Del Mar – 6th Cycle RHNA Assignment	
Income Category	RHNA Units
Above Moderate Income	31
Moderate Income	31
Low Income	76
Very Low Income	19
Extremely Low Income	18
Total RHNA Units	175

For comparison, following is a table showing the initial RHNA assignment for all cities in the region. Note that Del Mar's RHNA assignment shown below as 163 units was later adjusted by HCD to include an additional 12 low-income units as a carryover from the 5th Cycle, which resulted in a total commitment of 175 units, including 113 lower income units:

Jurisdiction	Very Low	Low	Moderate	Above Moderate	Total Allocation
Carlsbad	1,311	784	749	1,029	3,873
Chula Vista	2,750	1,777	1,911	4,667	11,105
Coronado	312	169	159	272	912
Del Mar	37	64	31	31	163
El Cajon	481	414	518	1,867	3,280
Encinitas	469	369	308	408	1,554
Escondido	1,864	1,249	1,527	4,967	9,607
Imperial Beach	225	123	183	798	1,329
La Mesa	859	487	577	1,874	3,797
Lemon Grove	295	166	193	705	1,359
National City	645	506	711	3,575	5,437
Oceanside	1,268	718	883	2,574	5,443
Poway	468	268	241	342	1,319
San Diego	27,549	17,331	19,319	43,837	108,036
San Marcos	728	530	542	1,316	3,116
Santee	406	200	188	425	1,219
Solana Beach	316	159	160	240	875
Unincorporated County	1,834	992	1,165	2,709	6,700
Vista	515	321	369	1,356	2,561
Region (Totals)	42,332	26,627	29,734	72,992	171,685

8. Were there issues with the jobs data used by SANDAG for the RHNA process?

Yes. The jobs data used by SANDAG as part of the RHNA methodology was obtained from the State Employment Development Department (EDD). This data is confidential and could not be reviewed by the local jurisdictions during the RHNA process for accuracy. The EDD data did not differentiate between full-time, part-time, and seasonal employment. Therefore, the large volume of part-time and seasonal employment that occurs at the Fairgrounds nearly doubled the jobs numbers for the City (see table below). **The data identified the Fairgrounds as the largest local employer and generator of housing demand in Del Mar.** As shown below, Fairground's employment made up 55% of the City's overall jobs numbers and resulted in a high number of RHNA units assigned to Del Mar, 82% of which are affordable housing.

Jobs Data Attributed to City of Del Mar – 6 th Cycle RHNA		
Non-Fairgrounds Jobs	2,000	45%
Fairgrounds Jobs	2,484	55%
Total Jobs	4,484	100%

Please see May 20, 2024, Del Mar City Council Agenda Report (Item 13): <https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/05202024-3459>

3 of 14

HOUSING ELEMENT & AFFORDABLE HOUSING FAQs
as provided by City of Del Mar

Last Revised: 9/2/2025

9. Could the 6th Cycle RHNA allocation be changed or recalculated?

No. The City has extensively researched this, including obtaining an opinion from special legal counsel. However, lessons learned from the 6th Cycle are being considered by the State and will be applied during the RHNA allocation process for the 7th Cycle.

Please see May 20, 2024, Del Mar City Council Agenda Report (Item 13): <https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/05202024-3459>

10. What happens if the City of Del Mar fails to meet its assigned RHNA allocation?

If Del Mar fails to meet its assigned RHNA targets it risks losing local regulatory control over housing development such as the ability to perform discretionary review and issuance of permits, may face potential lawsuits and fines from the State, and the City could become ineligible for state housing grants.

11. Who qualifies to live in affordable housing units that are income restricted as moderate, low, very low, or extremely low-income?

Tenant eligibility for affordable housing is based on household size and income level. Income limits for affordable housing are based on a percentage of the Area Median income (AMI). Below is a table showing the different affordable income levels and maximum allowable percentage of AMI for each:

Income Level	% of Area Median Income (AMI)
Moderate	120%
Low	80%
Very Low	50%
Extremely Low	30%

Typically, a lower-income household is expected to pay no more than 30% of their adjusted monthly income for rent and utilities. As of April 16, 2025, the AMI for San Diego County is \$130,800, which means a single person household earning no more than \$92,700 would qualify to rent a low-income unit with a household commitment around \$2318 per month maximum to cover rent and utilities.

Sample Affordable Rental Rates for Low Income Households (2025 AMI)

Low Income (80% of AMI)		
Household Size	Gross Income	Max Monthly Rent with Utilities
1-person	≤\$92,700	\$2,318
2-person	≤\$105,950	\$2,649
4-person	≤\$132,400	\$3,310

Refer to San Diego County AMI Income Limits Chart for details: <https://www.sandiegocounty.gov/content/sdc/sdhcd/rental-assistance/income-limits-ami.html>

12. What types of units count toward RHNA? Does the Del Mar Fairgrounds backstretch housing Count?

To count toward RHNA, a housing unit must not have previously been counted toward RHNA and must meet the U.S. Census Bureau's definition of "dwelling unit." "Dwelling unit" means one or more rooms in a building or portion thereof designed with a kitchen bathroom and living, sleeping, and eating areas that are used by or intended to be used and occupied by one or more persons living together with common access to and common use of all areas within the unit. The State does not count other types of housing toward RHNA, such as group living quarters or student housing. The Fairground's backstretch housing does not meet the definition of a dwelling unit and is therefore not eligible to be counted towards RHNA.

13. What about counting the Del Mar Fairground's RV Park toward RHNA?

This question was raised early in the 6th Cycle Housing Element Update process, and HCD confirmed this development did not meet the criteria to be counted toward RHNA. Recreational Vehicle (RV) parks are typically designed for temporary use and not used as permanent dwelling units as required to be counted toward RHNA. HCD explained that fixed spaces for manufactured homes are more likely to count than RVs because they have different regulatory and construction standards.

14. What is the City's approach in its housing plan?

The City's State-certified Housing Element plan includes multiple "Smart Growth" and "Urban Infill" strategies to achieve production of at least 175 housing units and at least 100 additional opportunities as required by HCD. This includes preservation of the 2,574 existing dwelling units in the City of Del Mar (US Census 2020) and production of at least a 7% increase in units, which the City is addressing through a multi-faceted strategy focused on infill development.

For context, "Smart Growth" is an approach to community design that connects housing, transportation, and land use to create healthy, prosperous and resilient neighborhoods. "Urban Infill" refers to the process of densifying cities by developing on vacant lots or under-utilized properties while avoiding sensitive resource locations.

The adopted goal is to *"Inspire a more diverse, sustainable, and balanced community through implementation of strategies and programs that will result in economically and socially diversified housing choices that preserve and enhance the special character of Del Mar."*

Key Housing Element Programs include:

- **ADUs:** Continued Accessory Dwelling Unit (ADU) production (Government Code Sections 66314-66332).
- **City Development Projects:** City development of lower income units on City-owned property on 10th and 28th Streets.
- **Watermark Development Project:** Continue to support development of the Watermark affordable housing development approved on April 19, 2022, for 50 units including 40 above moderate units, 6 low-income units, 2 very low-income units, and 2 extremely low-income units on Jimmy Durante Boulevard.

5 of 14

- **941 Camino del Mar Development Project:** Continue to support development of the 941 Camino del Mar Project/Development Agreement approved on August 10, 2022, for 8 units including 6 above moderate-income and 2 low-income units.
- **Density Increases:** Encourage affordable housing development in commercial zones where the City increased density (“Up Zoning”), which allows density bonus projects to build affordable housing with sufficient project height/size needs downtown and along the City’s commercial corridor on Camino del Mar and Jimmy Durante Boulevard.
- **Fairgrounds:** Integrate affordable housing on 1-acre site on Fairgrounds.
- **Preservation of Existing Housing:** Preservation of approximately 775 units in existing apartment complexes and condo complexes which are older units that can provide naturally occurring affordable housing. This represents 30% of the City’s existing dwelling units.
- **Transition from Rent Subsidies to Permanent Housing:** Support for at least four lower income households, currently supported by community through rent subsidies, by creating at least an equivalent number of permanent housing options that count toward RHNA.
- **Incentive Programs:** Create low-income units through infill projects using incentives (i.e., bonus development in exchange for commitment to rent unit(s) for period of time i.e., 30-years) and “Amnesty” for existing units without permits.
- **Opportunities in existing neighborhoods:** Create low-income units through required inclusionary housing for infill projects such as Condominium Conversions and 4-unit projects on lots zoned for single family development (Senate Bill 9 Government Code Sec. 65852.21).
- **Tiny Homes:** Update the City’s ADU Regulations to include allowances for Tiny Homes (120 to 400 square feet in size).
- **Short-Term Rental (STR) Regulations:** Adopt a STR Ordinance as a housing preservation strategy that accommodates existing STR operations and regulates future STR operations in a manner that preserves existing homes for use as primary residences for long term housing.

15. Why is the Del Mar Fairgrounds included as a site in the City's housing strategy?

The Fairgrounds occupies approximately 30% of the land within the City of Del Mar's boundary and is a high quality, opportunity site for development of housing due to its proximity to jobs, transit, groceries, services, schools, and amenities for public health and fair housing in a one-mile radius. Integrating housing into the vibrant mix of uses at the Fairgrounds will strengthen the local community and the San Diego region.

As previously discussed, Fairgrounds jobs were a primary driver for the number of affordable units assigned to the City of Del Mar. The Fairgrounds is the most realistic and feasible site in Del Mar to build a larger scale lower income housing development based on the size and location of the Fairgrounds. This was confirmed by feasibility studies completed by the City in 2022.

It should be noted that the relationship between the City and Fairgrounds spans over 66 years, with the potential for development of affordable housing at the Fairgrounds having been discussed between the parties for over a decade.

16. What investment has been made toward the Fairgrounds Housing Plan?

There has been significant State and local investment in the Fairgrounds Housing Plan, including funding from the State Housing and Community Development Department (HCD) through **Housing Acceleration Program (HAP) grants** totaling **\$1,660,000** for site feasibility and economic feasibility studies and supplemental studies to support selection of a mutually agreeable site on the Fairgrounds property for development of housing for lower income households. **These development studies will complement the Fairground's Strategic and Master Planning efforts and provide critical information that can be used by the Fairgrounds beyond just the consideration of affordable housing.**

The work completed includes architectural concepts and zoning and economic feasibility assessments to facilitate selection of a housing site at the Fairgrounds consistent with the ENRA and District's strategic plan. In addition, there are environmental assessment studies in process that are exploring comparative site development opportunities and constraints on the Fairgrounds, a Sea Level Rise Vulnerability Assessment to understand relative flood risk to the Fairgrounds, and infrastructure assessments (i.e., Fairgrounds water and sewer master planning), which is required data that is needed to support any future decisions by the City and the District regarding future development. With the City's funding of the Living Levee assessment work, the **City has cumulatively contributed \$2M toward work that will benefit the Fairgrounds beyond housing.**

17. Who besides the City has expressed support for the Fairgrounds Housing Plan?

Strong support for the Fairgrounds Housing Plan has been expressed by the San Diego County Board of Supervisors, many elected State and local leaders, and SANDAG.

18. The City is asking the Fairgrounds to build affordable housing on its property, but what does the City do for the Fairgrounds?

The City and Fairgrounds have worked collaboratively as community partners for more than 66 years. There is no doubt the City benefits economically from activities at the Fairgrounds, which generate sales tax and bring visitors into the community from all over the County and beyond. However, the City reinvests these funds in maintaining or constructing critical infrastructure and other community improvements that benefit the Fairgrounds.

The City provides and maintains water, sewer, and road infrastructure at a high level to ensure the Fairgrounds continues to operate smoothly and efficiently. An upcoming example is the City's planned investment of approximately \$3.5M in striping and roadway improvements to Jimmy Durante Boulevard next year, which is targeted to improve traffic circulation for Fairground's events. The City will also be investing approximately \$4M to develop public trails and floodway protection measures that will mutually benefit the Fairgrounds through design along the north and south riverbanks of the San Dieguito Lagoon adjacent to and south of the Fairgrounds. And, a total of \$2M will be invested by the City in development-related studies that will substantially benefit the Fairground's Master and Strategic Planning efforts.

19. Besides the request of the Fairgrounds, what else has the City done to meet its RHNA assignment?

The City is taking many actions to achieve its RHNA assignment including the following:

- **ADUs:** Approved Building Permits for 114 Accessory Dwelling Units (ADUs), which meets and exceeds assigned above moderate- and moderate-income RHNA.
- **Watermark Development Project:** City approved Watermark Project Coastal Development Permit on April 19, 2022, for 50 units including 40 above moderate units, 6 low-income units, 2 very low-income units, and 2 extremely low-income units, which contributes toward the above moderate and lower income RHNA.
- **941 Camino del Mar Development Project:** Del Mar City Council approved the 941 Camino del Mar Project and Development Agreement on August 10, 2022, for 8 units including 6 above moderate-income units and 2 low-income units, which contributes toward the above moderate and lower income RHNA.
- **Other Private Development Applications:** City staff regularly assist the public with pre-development application efforts (i.e., inquiries about ADUs, density bonus projects, and SB 9 projects) and meet with all interested parties who express interest in pursuing affordable housing development in Del Mar. City staff continues to process each submitted development project application consistent with applicable regulations including the General Plan, certified Housing Element, Zoning Code, and certified Local Coastal Program.

- **Feasibility Studies to Facilitate Affordable Housing Development:** City completed a variety of feasibility studies (i.e., architectural concepts, zoning and economic feasibility assessments, environmental assessments, infrastructure assessments) to support affordable housing on public and private properties. These studies demonstrate feasibility for all housing sites the City of Del Mar is relying on in its Housing Element.
- **10th Street Affordable Housing Project:** In April 2025, the City applied for \$3.5 million Transnet Smart Growth Incentive Program (SGIP) Grant and committed \$500,000 from City's Housing Reserve Fund to build 8 lower income units on a vacant City-owned lot on 10th Street in the Civic Center complex by 2029.
- **28th Street Affordable Housing:** For a separate City-owned lot on 28th Street in the North Beach neighborhood, the City amended its Local Coastal Program and is working towards potential partnerships with adjacent owners to build affordable housing.
- **Density Increases:** The City timely approved increased density in multiple locations to allow density bonus projects including increased density in the North Commercial Zone, Professional Commercial Zone, Central Commercial Zone, and Public Facilities Zone (opportunities created during 5th Cycle and 6th Cycle). These actions have also been approved by the California Coastal Commission.
- **Updated Requirements for Lower Income Units:** The City updated various regulations that require development projects to include lower income units on-site within the proposed development. This included updates to the Density Bonus, Inclusionary Housing, and Condominium Conversion Ordinances.
- **Condominium Conversion Projects:** The City updated its condominium regulations and inclusionary housing requirements to satisfy 6th Cycle Housing Element commitments to remove barriers to the development of affordable housing and facilitate production of lower income units. This included removal of the option for payment of an in-lieu fee to ensure that all required affordable housing units are provided on-site with a limited exception to allow in-lieu fee payments for two-unit condominium conversion projects.
- **Senate Bill 9 Projects:** The City adopted State-mandated regulations, which allow 4-unit "SB 9 projects" on lots zoned for single family development (Government Code Sec. 65852.21) and consistent with the local inclusionary housing ordinance require that each SB 9 project provide one low-income unit.
- **Incentive Programs:** The City updated its ADU Incentive Program (bonus development in exchange for commitment to rent unit(s) for period of time i.e., 30-years) and adopted an ADU Amnesty Program (incentives to legalize units that were built without a permit).

20. How many housing units has the City of Del Mar produced through August 2025?

The City of Del Mar has approved permits for 199 net-new housing units for the 6th Cycle, which exceeds the 175 units assigned. With respect to income levels, at mid-cycle the City has already fulfilled all of its assigned moderate and above-moderate income units through issuance of building permits for 118 net-new housing units in these income categories. Building permits are pending for an additional 81 dwelling units the City approved permit entitlements for, including eight (8) low-income units, two (2) very low-income units, and two (2) extremely low-income units. These units will count toward RHNA once building permits are issued.

City of Del Mar RHNA Progress Summary – Through August 2025					
Income Category	RHNA Goal	Units Produced	Approved Units (Pending Building Permit)	Total Units Approved	Units Remaining
Above Moderate	31	47	56	103	None (72 extra)
Moderate	31	71	13	84	None (53 extra)
Low	76	0	8	8	Need 68
Very Low/ Extremely Low	37	0	4	4	Need 33
	175 units	118 units	81 units	199 units	

21. Why doesn't the City just increase density through upzoning to meet its RHNA assignment?

The City has substantially increased density to meet its assigned RHNA targets and beyond as was required by the State as a condition of approval for certification of the Housing Element. The City completed “upzoning” actions for a variety of zones to increase the base density allowed for the properties in each respective zone to allow a density of 20 dwelling units per acre. Approval of density increase changes involves processing of General Plan Amendments, Zoning Code Amendments, and Local Coastal Program Amendments and in some cases additional Rezone actions where needed to apply a new zone to real property. These actions were timely completed for the 5th Cycle and 6th Cycle Housing Elements.

The approved density increases completed for commercial zones allow density bonus projects in the North Commercial Zone, Professional Commercial Zone, Central Commercial Zone (opportunities created during 5th Cycle and 6th Cycle). In doing so, this created feasible opportunities for affordable housing in density bonus projects through a process that accommodates modifications to project height/size as needed to build

10 of 14

affordable housing downtown and along the City’s commercial corridor (Camino del Mar and Jimmy Durante Boulevard). Developers of projects with a lower income housing component may seek incentives, waivers, concessions, and deviations as needed to build the affordable housing (i.e., modified height, floor area, lot coverage, parking).

The City also processed density increases for the Public Facilities Zone, which applies to public owned properties, to explicitly allow for affordable housing development consistent with the Housing Element.

22. What is the City’s plan to produce the 113 lower-income units it was assigned?

As described above, the City of Del Mar adopted a Smart Growth approach with a variety of strategies in its plan to produce at least 113 lower income units. The strategies relied upon to meet RHNA are shown below with the respective lower income unit counts the City is relying on per the Housing Element. If any of these identified strategies are rendered infeasible during the 6th Cycle, the units would need to be replaced in an alternative location to ensure “no net loss” in capacity to meet RHNA:

Housing Strategy	Lower Income Units*
Fairgrounds	At least 54 units
Commercial Zones	At least 25 units
Approved Watermark Project Development Agreement	10 units
Approved 941 Camino del Mar Development Agreement	2 units
City owned 10 th Street project	At least 4 units
City owned 28 th Street project	At least 3 units
ADUs in Residential Zones (i.e., ADU Incentive Program, ADU Amnesty Program, Condominium Conversions, or Senate Bill 9 projects)	At least 15 units
Total	113 units

*Note table above shows what the City relied upon to meet RHNA in the certified Housing Element. These unit counts intentionally reflect conservative estimates that are lower than the actual unit targets for the Fairgrounds, City-owned 10th Street site, and commercial zone sites.

23. Why did the City want an “Exclusive” Negotiating Rights Agreement (ENRA) with the 22nd DAA?

Entering into an ENRA with the Fairgrounds was an important step to formalize discussions with the 22nd DAA for the development of affordable housing and continued economic investment in this effort. The State-certified Housing Element includes an action plan to study the feasibility of affordable housing development on public sites including the Fairgrounds and City-owned sites, and to reach agreement with the Fairgrounds related to the development of least 61 lower income units on Fairgrounds property.

The ENRA provides a path toward accomplishing the City's goal of developing affordable housing on Fairground's property and compliments and supports the timing for the DAA's strategic initiatives, which will help inform ultimate selection of the development site on Fairground's property. In conjunction with the District's master site planning process, the purpose of the ENRA is to identify a mutually agreeable site for the development of affordable housing; complete site due diligence; determine the scope/components of development; make a preliminary determination on the feasibility of the proposed development; and establish procedures and standards for the negotiation of a mutually acceptable long-term Ground Lease agreement for development of affordable housing.

24. Does the ENRA prevent the City from negotiating with other parties regarding affordable housing? Is the City not negotiating with anyone else?

No. The ENRA **does not** prevent the City from negotiating with other parties regarding affordable housing. The ENRA provides that the Fairgrounds will exclusively negotiate with the City of Del Mar regarding development of affordable housing on Fairgrounds property located within the City. However, **the ENRA does not prevent the City from pursuing affordable housing through other means as outlined in the City's Housing Element, which the City is actively doing** as previously described above.

25. What type of housing is being considered at the Fairgrounds?

The Housing Element sites analysis of the Fairgrounds identifies workforce housing, family housing, and senior housing as examples of the types of lower income housing that would benefit Del Mar and the San Diego region as a whole. In 2022, the City completed consultant studies that demonstrated high feasibility (zoning, architectural, and financial feasibility) for development of family or senior housing concepts within a lot size of 1 acre to 1.5 acres. The studies factored in criteria for tax credit financing.

26. It's been alleged that the City withholding approval of a "shovel-ready" affordable housing project? Is that true?

No. While this has been asserted by representatives of the Seaside Ridge development, the City has been unable to process their related application because it is incomplete. The City's determination regarding this project is well documented and all communications with Seaside Ridge can be found on the City's website:

<https://www.delmar.ca.us/861/Seaside-Ridge-Development-Applications>

27. Has the City received any development applications that would provide the same number of affordable units as the Fairgrounds, making the Fairgrounds Housing Plan no longer necessary?

No. There have been no private development applications submitted that would provide an equal number of low-income affordable housing units as what is being pursued at the Fairgrounds. While representatives of Seaside Ridge have misrepresented that their project could "substitute" for the Fairgrounds housing project and provide an equal amount of affordable housing, this is not true. The Fairgrounds project is scoped to produce 61

12 of 14

low-income housing units, whereas the Seaside Ridge project only proposes 42 low-income units. Therefore, even if the Seaside Ridge development applications were approved, the City would still need to pursue affordable housing at the Fairgrounds.

28. What if the 22nd DAA Board declines to continue working with the City to pursue affordable housing on the Fairgrounds under the ENRA?

If the 22nd DAA Board were to terminate the ENRA between the parties, and the effect of that decision makes development of affordable housing at the Fairgrounds infeasible, it would trigger required actions for the City to complete to ensure “no net loss” of units in accordance with State Housing law.

29. Is the City of Del Mar in compliance with State housing law?

Yes, the City of Del Mar is in compliance with State Housing law. The City continues to demonstrate good progress on Housing Element implementation and housing production and continues to maintain its status in compliance with State Housing law. As a result, no enforcement actions have been imposed on the City during the 6th Cycle.

30. Why did the City Council vote to support the “Our Neighborhood Voices” ballot initiative to give local governments control over housing and land use decisions?

On July 7, 2025, the Del Mar City Council voted to support a 2026 State ballot initiative sponsored by Our Neighborhood Voices to restore local control over land use planning and zoning law primarily related to housing based on the City’s concerns including how State housing mandates have largely resulted in high-cost housing being developed over affordable housing. The initiative will not eliminate requirements for affordable housing under state or local laws. The initiative seeks to restore local government control over land use and zoning to protect and preserve local communities’ ability to approve development projects in a manner that ensures the safety and well-being of their communities.

The Del Mar City Council has consistently affirmed its commitment to developing affordable housing to meet the declared statewide crisis by adopting multiple Housing Element Programs to facilitate affordable housing, approving multi-unit housing projects that include affordable housing, and actively working on developing lower income units on City owned property on 10th Street, the Fairgrounds, and other areas of the community as outlined in the City’s Housing Element.

31. Is it financially feasible for private developers to build affordable housing units without the inclusion of “market-rate” units?

Yes. Financial feasibility depends on a variety of factors related to the associated development context. The City completed feasibility studies for affordable housing on various publicly and privately-owned sites. This includes multiple financial feasibility analysis reports by City consultant Keyser Marston Associates Inc. that included analysis

of a variety of scenarios ranging from a set aside of 20% affordable housing to 100% affordable housing projects. These studies are available for review on the City's website as linked below:

Feasibility Studies of public sites:

https://www.delmar.ca.us/DocumentCenter/View/8627/Appendix-E---Phase-I-Studies_FINAL

Additional Fairgrounds Concept that is Covered by Public Site Studies:

https://www.delmar.ca.us/DocumentCenter/View/8630/SDA_Supplemental_FG_Site_Analysis_-_4252023

Feasibility Studies of privately-owned sites:

https://www.delmar.ca.us/DocumentCenter/View/8628/Appendix-I---Phase-II-Studies_FINAL



2025 Board Committees

As of October 15, 2025

To help advance shared organizational priorities, plan for the 22nd DAA's future needs, develop cohesive strategies, and better distribute oversight responsibilities among members, the Board Chair has reconfigured and reconstituted the committees consistent with Policy 3.02 to have one essential role — to strengthen and support the work of the Board as a whole.

The Committees as appointed by the Board Chair will be divided into three categories:

1. **Standing Committees**, which will be responsible for developing policies, oversight of current 22nd DAA operations, and short-term and near-term plans that are less consequential to the master site planning process.
2. **Master Site Planning Committees**, which will function in three phases. These committees will be responsible for oversight of relevant aspects of the master site planning process. The framework for the Phase II committees has been determined by the work completed during Phase I and built upon anticipated next steps of the master site planning process.
3. **Ad Hoc Committees**, which will meet as needed to discuss specific Board matters as they arise.

Under this new structure, the respective roles and responsibilities of the Affordable Housing, Community & Government Relations, Sustainability, and Strategic Planning committees are absorbed by other committees.

All committees, including membership and charges, are listed on the following pages.

Per Bylaw Article IV, Section 6, and Policy 3.02, the Board Chair may, as always, make changes to assignments, the structure of committees, and

committee charges at his discretion. In addition, committees may also be delegated tasks by the Board Chair as a result of discussion at Board meetings.

Committees will confer and coordinate with the Chief Executive Officer and any staff the CEO deems appropriate and necessary to include in the discussions.

These committee assignments become effective on October 15, 2025.

Standing Committees

Audit & Governance Committee

Members: Kathlyn Mead (Chair) and Phil Blair

Committee Charges:

- Develop recommendations for mitigating risks to the organization.
- Engage with auditing firms as necessary to ensure 22nd DAA's finances are audited in accordance with best practices and make recommendations to the Board.
- Develop and amend recommended policies for Board consideration.
- Guide the Board's annual self-assessment process, including:
 - The Board's progress in relation to the strategic plan.
 - The Board's performance as a body in terms of its capacity to function effectively and collaboratively.
 - The Board's strength of relationship/collaboration with the CEO and other members of the Executive Team.
 - Board Members' individual understanding and support of the organization's mission, values, and ethics, as well as Board-specific responsibilities.

Fair Operations Committee

Members: Kathlyn Mead (Chair) and Sam Nejabat

Committee Charges:

- Review the operations of the San Diego County Fair.
- Provide feedback to the staff regarding Fair programming.
- Make recommendations to the Board regarding decisions pertaining to the Fair.

DMTC Liaison Committee

Members: Mark Arabo (Chair) and Lisa Barkett

Committee Charges:

- 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 22nd DAA's relationship with DMTC.

Emergency Preparedness Committee

Members: Lisa Barkett (Chair) and Joyce Rowland

Committee Charges:

- As a potential evacuation site and major events venue, work with staff to develop, implement, and maintain comprehensive emergency plans and procedures to ensure the safety and security of all personnel, visitors, vendors, and facilities
- Provide oversight on emergency readiness, response coordination, and recovery planning for the Fairgrounds, annual fair, and DMTC racing events.
- Collaborate closely with public safety agencies, local jurisdictions, and community partners to enhance communication and preparedness.
- Maintain regulatory compliance.
- Promote continuous improvement through regular training, education, and evaluation.
- Minimize risk, strengthen resilience, and ensure the Fairgrounds remains a safe and trusted gathering place for the community.

Finance Committee

Members: Kathlyn Mead (Chair) and Sam Nejabat

Committee Charges:

- Review and monitor financial data and information pertaining to 22nd DAA.
- Review the CEO's proposed budget prior to presentation to the Board.
- Make recommendations to the Board regarding financial matters, including day-to-day land use decisions, to improve 22nd DAA's financial health.

- Develop and amend recommended financial policies for Board consideration.
- Review and recommend insurance policies and programs for board consideration.

People & Culture Committee

Members: Donna DeBerry (Chair) and Sam Nejabat

Committee Charges:

- Building on 22nd DAA's purpose, mission, vision, and values, work with the Board and the CEO to recommend performance goals for the organization and the CEO.
- Discuss and review the CEO Performance Review process. Develop and recommend CEO Performance Review policies for Board consideration.
- Evaluate the effectiveness of the relationship with the CEO.
- Develop recommended orientation programs for newly appointed Board Members.
- Identify and recommend on-going development programs and opportunities for Board Members.
- Make recommendations to the Board regarding matters pertaining to District's hiring processes and workplace culture.

Entertainment and Vendor Relations

Members: Mark Arabo (Chair) and Donna DeBerry

Committee Charges:

- Provide oversight and direction on all entertainment, and vendor activities at the Del Mar Fairgrounds, including the annual fair, The Sound, DMTC racing events, and other year-round programming.
- Work to expand diverse entertainment offerings, ensure transparent and accessible business opportunities, and strengthen relationships with partners and vendors that align with the District's mission and values.
- Promote participation from veteran-owned, small, and minority-owned businesses, fostering inclusion within the Fairgrounds ecosystem.
- Guided by openness, fairness, and community benefit, help to maintain the Fairgrounds as a vibrant regional center for culture, commerce, and innovation.

Regulatory & Governmental Affairs Committee

Members: Michael Gelfand (Chair) and Joyce Rowland

Committee Charges:

- Serve as a sounding board for joint planning considerations with outside entities, such as city governments, regional planning bodies, state authorities, and others.
- Participate in discussions regarding the LOSSAN Rail Realignment project and the potential for affordable housing on-site, as needed.
- Meet with key regulatory and governmental officials in relevant jurisdictions, as needed.
- Provide reports and recommendations to the Board regarding governmental affairs efforts.
- Build awareness for the District's role in the community and among public officials.

Ad Hoc Committees

Legal Committee

Members: Frederick Schenk (Chair) and Joyce Rowland

Committee Charges:

- Confer with the Attorney General's office on legal matters pertaining to District.
- Recommend outside counsel to represent District in legal matters where the Office of the California Attorney General authorizes District use of outside counsel.
- Recommend legal steps to the Board in closed executive session.

Nominating Committee

Members: Lisa Barkett (Chair) and Donna DeBerry

Committee Charges:

- Identify and recommend candidates for Board leadership positions and present to the Board for consideration.
- Identify potential candidates for the Governor's consideration for any vacant spots on the Board.

Master Site Planning Committees

Phase II Committees

Environmental Stewardship Committee

Members: Michael Gelfand (Chair) and Phil Blair

Committee Charges:

- Review environmental requirements and regulations to determine the feasibility of uses on District property.
- Consider the potential impacts of climate change and sea-level rise, as well as any mitigating actions needed to support the Master Site Plan.
- Engage with relevant environmental thought leaders, experts, and top minds in the environmental field to determine long-term sustainability planning needs with potential uses in a future Master Site Plan.
- Review and discuss potential funding opportunities for environmental initiatives and mitigation required by a new Master Site Plan.
- Provide reports and recommendations to the Board on environmental considerations for the development of the Master Site Plan.

Liaison to Technical Advisory Coalition (TAC)

Liaisons: Donna DeBerry (Chair) and Frederick Schenk

Description:

- Engage with the TAC to provide information from the Board.
- Determine when and how the TAC's recommendations will be presented to the Board.

Financial & Economic Feasibility and Conceptual Committee

Members: Mark Arabo (Chair) and Kathlyn Mead

Committee Charges:

- Review and discuss the financial and economic feasibility of potential uses for District's properties within the context of the District's Purpose, Mission, Vision, Values, and strategic initiatives.
- Identify and assess various funding strategies that could be used to implement the Master Site Plan and make recommendations to the Board for consideration.

- Engage thought leaders, experts, and top minds in their fields to provide input in the master site planning process.
- Provide reports and recommendations to the Board regarding potential land uses that will allow the District to remain financially viable while serving as an economic engine for San Diego County.
- Consider the Guiding Principles, as adopted by the Board; the work of the Phase I and II committees; the public engagement process; and the District's mission, vision, purpose, and strategic initiatives.
- Make recommendations to the Board regarding objectives for the Master Site Plan international design competition framework.
- Establish criteria for a Request For Qualifications (RFQ) for a master site planning consultant.

Pls Reply ASAP/Distribute to Boards/Officers of 22nd DAA, DMRTA, SRTL

From Martha Sullivan <[REDACTED]>

Date: Thu 9/18/2025 10:45 AM

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

Cc: Carlene Moore <cmoore@sdfair.com>

Greetings! Please distribute the following to the Boards, Officers and Senior Management of the 22nd DAA, Del Mar Race Track Authority, and State Race Track Leasing Commission, and include in their next Meetings' Board Packets. Thank You for your assistance,

Martha Sullivan
Imperial Beach

The [California Horse Racing Board](#) just reported in its monthly public meeting that wagering Handle for [Horse Racing in California](#) in August was DOWN 4% for Day Racing ([Del Mar Racing](#)), up 14% for Night Racing ([Los Alamitos Race Course](#), mostly Qtr Horse racing), and DOWN 3% for All Racing; and Year Thru August: DOWN 6% for Day Racing (Santa Anita Park, [Los Alamitos Race Course](#) TB Meet, [Del Mar Racing](#)), up 9% for Night Racing ([Los Alamitos Race Course](#), mostly Qtr Horse racing), and DOWN 4% for All Racing.

Also in today's monthly public meeting of the @caCHRB, Allen Aldrich representing Bernal Racing noted that in the 8-week 2025 Summer @DelMarRacing Meet, 125 NorCal horses raced, 6 placed 1st; & @DelMarRacing Avg Field Size was only 1/10th of 1% higher than 2024 (8.7 horses vs. 8.6).

Begin forwarded message:

From: Martha Sullivan <[REDACTED]>

Subject: **More Horse Deaths at Los Alamitos Racetrack in 2025 than in 2024**

Date: September 18, 2025 at 8:09:45 AM PDT

FOR IMMEDIATE RELEASE: September 18, 2025

CONTACT: Martha Sullivan, [REDACTED] Kill Racing Not Horses

The California Horse Racing Board (CHRB) meets today, Thursday, September 18, 2025, at 9:30am in Sacramento:

"For those who are unable to attend the meeting, a webcast audio link is available on the CHRB website via the Media Room link:

<https://www.chrb.ca.gov/webcasts.html>

"The agenda and package of materials are formatted into a single link: https://www.chrb.ca.gov/meeting_agendas.asp"

In the August 21st Meeting of the CHRB: "Chairman Ferraro cautioned that Los Alamitos Race Course has not done a good enough job to protect quarter horses that run there. He said the safety record with thoroughbreds has been much improved from last year, but not with quarter horses."

<https://www.chrb.ca.gov/DocumentRequestor2.aspx?Category=PRESSRELEASES&SubCategory=&DocumentID=00052463>

NOT so much, per the CHRB's own Equine Fatalities Lists (<https://www.chrb.ca.gov/veterinary.html>):

- **10 Thoroughbred Deaths so far in 2025 at Los Alamitos Race Course vs. 7 at this point in 2024** (6 Musculoskeletal vs. 5 in 2024).
- **11 Quarter Horse Deaths so far in 2025 at Los Alamitos Race Course vs. 9 at this point in 2024** (7 Musculoskeletal vs. 6 in 2024).

These 21 Horse Deaths so far in 2025 at Los Alamitos Race Course are among 45 so far in California horse racing, which after the termination of harness horse racing by the Cal Expo Board of Directors in May (5 Horse Deaths in 2025) and CHRB rejection of Fair Race applications in meetings earlier this year, has only Los Alamitos, Santa Anita Park and Del Mar Racetrack operating. **In 2024, there were 58 Horse Deaths at this point with 19 of them at these closed tracks, for a net of 39 Horse Deaths at Los Alamitos, Santa Anita and Del Mar, compared to 40 so far in 2025 at these tracks, less the 5 Cal Expo Deaths.**

NOTE that Quarter Horse Racing nor "Mixed" Races with Thoroughbreds as in Night Racing at Los Alamitos is not regulated by the federal Horseracing Integrity and Safety Authority, only purely Thoroughbred Horse Races.

No legitimate sport would tolerate the deaths of 45 of its athletes in 37 weeks of competition in just one state, California, not to mention 21 in only one venue, Los Alamitos Race Course.

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On Sep 16, 2025, at 8:04 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: September 16, 2025

CONTACT: Martha Sullivan, [REDACTED] Kill Racing Not Horses

In the August 21st Meeting of the CA Horse Racing Board, Chair Gregory Ferraro, DVM, said that Los Alamitos Race Course “has not done a good enough job to protect quarter horses who run there” <https://www.chrb.ca.gov/DocumentRequestor2.aspx?Category=PRESSRELEASES&SubCategory=&DocumentID=00052463>

Yesterday, the CHRB reported the Racing Death of two-year-old Quarter Horse colt Bandera de Mexico, who was ambulated from the Los Alamitos racetrack after falling in Race 7 on Sunday night: https://www.chrb.ca.gov/racing_fatalities_Cat1.aspx
NOTE that Quarter Horse Racing is not regulated by the federal Horseracing Integrity and Safety Authority, only purely Thoroughbred Horse Races.

Bandera de Mexico is the Second Quarter Horse to die Racing at Los Alamitos since Dr. Ferraro's public statement, following another two-year-old, Hidden Speed, on August 24th (see our Press Release following). Two-year-old Quarter Horse colt Bandera de Mexico was raced seven times in four months this year, since he was first raced on May 11th by his Breeder, Owner and Trainer, Felix Limon Gonzalez, all at Los Alamitos Race Course. Bandera de Mexico's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11673785®istry=Q>

Bandera de Mexico's trainer, owner and breeder Felix L. Gonzalez had another horse die racing for him exactly one year before, on September 14, 2024 — two-year-old Quarter Horse gelding Tarzan in the Wagon also at Los Alamitos, listed as a Vertebra fracture/Musculoskeletal Death; Tarzan in the Wagon was also bred, owned and trained by Felix Limon Gonzalez, who raced Tarzan in the Wagon three times in six weeks.

In addition, the CHRB reported the death of six-year-old Thoroughbred gelding Abadon at Los Alamitos Race Course on Saturday, September 13th, listed as an “Other” Death with no other details: https://www.chrb.ca.gov/racing_fatalities_Cat2.aspx Abadon was not on the CHRB Veterinarian's List, which may be checked at: <https://www.simo-central.com/CHRBPublicReport.jsp> Six-year-old Thoroughbred gelding Abadon was raced six times this year, with the last time on July 5th in the Los Alamitos Thoroughbred Meet; Abadon was raced 15 times in 2024 including Mixed Races at Los AI, 12 times in 2023 including Mixed Races at Los AI, 17 times in 2022 including Mixed Races at Los AI, and was first raced on December 4, 2021, in the Los AI Thoroughbred Meet. Abadon has two Workouts recorded in the last 60 days on September 6th and August 27th, both at Los AI.

Abadon's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=10599572®istry=T&rft=TB> (Toggle between “TB Stats” and “MX Stats” at upper left screen.)

Abadon and Bandera de Mexico are the 44th and 45th Horse Deaths in 2025 CA Racing reported by the CA Horse Racing Board, and the 20th and 21st at Los Alamitos Race Course.

To be clear, the number of Horse Deaths at Los Alamitos Race Course to date in 2025 are higher than at this point in 2024: 11 Quarter Horses in 2025 vs. 8 in 2024 and 10 Thoroughbreds in 2025 vs. in 2024.

No legitimate sport would tolerate the deaths of 45 of its athletes in 37 weeks of competition in just one state, California, not to mention 21 in only one venue, Los Alamitos Race Course.

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On Aug 27, 2025, at 7:40 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: August 27, 2025

CONTACT: Martha Sullivan, [REDACTED] Kill Racing Not Horses

After its Chair said last week that Los Alamitos Race Course “has not done a good enough job to protect quarter horses that run there” (see below), the CA Horse Racing Board has reported the 41st Horse Death in 2025 Racing and the 18th at Los Alamitos Race Course, two-year-old Quarter Horse gelding Hidden Speed is listed as a Racing Musculoskeletal Death on Sunday, August 24th: https://www.chrb.ca.gov/racing_fatalities_Cat1.aspx

Hidden Speed was raced for the sixth and final time on Sunday, August 24th, in the 8th Race at Los Alamitos Race Course, a “Trial” at 350 yards with a \$6,000 purse. Hidden Speed placed Fourth of seven horses who were raced, described in the official Race Chart only as: “HIDDEN SPEED steady effort”: <https://www.equibase.com/static/chart/pdf/LA082425USA8.pdf>

Hidden Speed is on the CHRB Veterinarian's List with “Unsoundness” on Sunday, August 24th, see screenshot at end of this email.

Please NOTE that Quarter Horse Racing is not regulated by the federal Horse Racing Integrity and Safety Authority, only purely Thoroughbred races are.

Hidden Speed is the second two-year-old Quarter Horse to die at Los Alamitos within 1 week, with Dr Hes Southern's “Other” Death on August 19th, and the third two-year-old Quarter Horse to die at Los Alamitos within six weeks, with unraced colt Wynner's Favorite “Other” Death on July 13th, two days after he was on the CHRB Veterinarian's List with “intra-articular injection.” (See our Press Release, following.)

Hidden Speed was raced six times, all at Los Alamitos since April 26, 2025, all for Los Alamitos Race Course Owner Ed Allred who also bred him, and Trainer James W. Glenn, Jr., for whom Hidden Speed earned \$9,462. The first time Hidden Speed was raced, he and his rider were Disqualified from Fourth to Seventh Place by the Stewards: “STEWARDS INQUIRY, AFTER REVIEW HIDDEN SPEED WAS DISQUALIFIED AND PLACED SEVENTH BEHIND CHEAP BAR.” Hidden Speed's race was described in this Race Chart as “weaved/bumped hard 1/8”: <https://www.equibase.com/premium/chartEmb.cfm?track=LA&raceDate=04/26/2025&cy=USA&rn=6>

Hidden Speed's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11543689®istry=Q&rft=QH>

NOTE that in last week's monthly meeting of the CA Horse Racing Board:

- "Chairman Ferraro cautioned that Los Alamitos has not done a good enough job to protect quarter horses that run there. He said the safety record with thoroughbreds has been much improved from last year, but not with quarter horses. He asked Dr. Jeff Blea, the CHRB equine medical director, to elaborate on that point.

"Dr. Blea agreed with Chairman Ferraro that there remains a cultural problem in the quarter-horse industry, specifically related to intra-articular therapies. The issue is the multiple intra-articular treatments that are performed on horses participating in both trials and finals in the industry nationwide. He said the practice of injecting without a clinical diagnosis is a problem within the quarter-horse industry, not just at Los Alamitos, but he added that Los Alamitos is probably doing a better job than most other quarter-horse locations. 'Los Alamitos is doing better, but needs to go further. Records indicate that these treatments are preceded by a thorough and in-depth clinical exam. Any intra-articular treatment must also be based on a diagnosis' he said."

<https://www.chrb.ca.gov/DocumentRequestor2.aspx?>

Category=PRESSRELEASES&SubCategory=&DocumentID=00052463

No legitimate sport would tolerate the deaths of 41 of its athletes in 34 weeks of competition in just one state, California, not to mention 18 in only one venue, Los Alamitos Race Course.

Horse Name	Breed	On Date	Reason	Trainer	Track
*Ab Coronas de Rey	QH	08/23/25	Sick - Other	Gomez, Jaime H.	Los Alamitos
*Bear Down	QH	08/24/25	Injury - No Work	Casseiman, Michael V.	Los Alamitos
Coronaty	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
Cynier of Attention	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Defending Champ	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Epic Wind	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Eye Need Another	QH	08/24/25	Injury - No Work	Casseiman, Michael V.	Los Alamitos
*Favorite Jester	QH	08/24/25	Injury - No Work	Nunez, Jesus	Los Alamitos
*Foot Heated	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Four Forty Favorite	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
Grey Matters	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Hana Hui	QH	08/23/25	Unsoundness	Jones, Paul C.	Los Alamitos
*Hidden Speed	QH	08/24/25	Unsoundness	Glenn, Jr., James W.	Los Alamitos
*In the Lead	QH	08/24/25	Dead	Casseiman, Michael V.	Los Alamitos
*Is She Ready	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Linda Isle	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Listen Now	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Ming Dynasty	QH	08/23/25	Injury - No Work	Casseiman, Michael V.	Los Alamitos
*Oh Goode	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*One Day Queen	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*Terrific Rockwell	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
*You Are the Best	QH	08/23/25	Medication (14 days) - intra articular injection		Los Alamitos
Total Quarter Horse: 22					

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On Aug 20, 2025, at 7:08 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: August 19, 2025

CONTACT: Martha Sullivan, [REDACTED] Kill Racing Not Horses

The CA Horse Racing Board has reported the **40th Horse Death in 2025 Racing and the 17th at Los Alamitos Race Course**, two-year old Quarter Horse colt **Dr Hes Southern** is listed as an "Other" Death on Tuesday, August 19, 2028: https://www.chrb.ca.gov/racing_fatalities_Cat2.aspx

Dr Hes Southern is the second horse to die this year in Trainer Ramon Castillo's care, another two-year-old Quarter Horse colt, El Vigilante, is listed as an "Other" (Gastrointestinal) Death on May 22nd at Los Al, after he was raced once there, on April 26th.

Unraced two-year-old Quarter Horse colt Wynners Favorite was listed as an "Other" Death on Sunday, July 13th at Los Al, and was on the CHRB Veterinarian's List on July 11th with "Intra-Articular Injection". (See our Press Release, following.)

Dr Hes Southern is not on the CA Horse Racing Board Veterinarian's List, searching from August 15 through August 19, which may be checked here: <https://www.simo-central.com/CHRBPublicReport.jsp>

Please NOTE that Quarter Horse Racing is not regulated by the federal Horse Racing Integrity and Safety Authority, only purely Thoroughbred races are.

Dr Hes Southern was raced three times, in May and June, **the last time at Ruidoso Downs in New Mexico for a different Trainer, Marco Adair Chavez-Gutierrez, than the first two times he was raced at Los Alamitos with Trainer Ramiro Castillo.** All three races were for the same Owner, Dunn Ranch, also Dr Hes Southern's Breeder.

Dr Hes Southern's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11361111®istry=Q>

NOTE: Published research shows that changing Trainers (barns) increases the risk of fatal injury in Thoroughbred racehorses: "Dr. Tim Parkin presented data at the 2014 Jockey Club Welfare and Safety Summit that showed switching barns... increases the risk of fatal injury. A horse that has been in his trainer's barn for only one month has a 60 percent higher risk of fatal injury than one that's been with his trainer for four years, with the risk declining in a linear fashion the longer the horse remains in the same barn." <https://paulickreport.com/nl-art-1/claimers-examining-business-racings-bread-butter>

No legitimate sport would tolerate the deaths of 40 of its athletes in 33 weeks of competition in just one state, California, not to mention 17 in only one venue, Los Alamitos Race Course.

###

On Jul 15, 2025, at 7:04 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: July 15, 2025

CONTACT: Martha Sullivan, [REDACTED] Kill Racing Not Horses

The CA Horse Racing Board has reported the 16th Racehorse Death in CA 2025 Racing at Los Alamitos Race Course and the 37th statewide, **unraced two-year-old Quarter Horse colt Wynners Favorite** is listed as an “Other” Death on Sunday, July 13th, and is on the CHRB Veterinarian’s List on July 11th with “Intra-Articular Injection”*: <https://www.chrb.ca.gov/racing/fatalities/Cat2.aspx>

Please NOTE that Quarter Horse Racing is not regulated by the federal Horse Racing Integrity and Safety Authority, only purely Thoroughbred races are.

* CHRB Rule 1866.3: "(b) No person shall permit a horse to race if it has received an intra-articular joint injection within fourteen (14) days of race day." ...

"(e) The official veterinarian shall place any horse receiving intra-articular joint injection treatment on the Veterinarian's List for a length of time consistent with the time period established in subsection (b) or (c), as applicable."

Query Rules & Regulations
chr.ca.gov



CHSReporterWeb

https://www.slmr-central.com/slmr-central/CHSReporterWeb

California Veterinarian's List

Page 2/2 of 2

Issue Name	Issue ID	Issue Name	Issue Type	Issue Status	Issue Date	Issue Location
Issue 1	001001	Issue 1	Issue 1	Issue 1	Issue 1	Issue 1
Issue 2	001002	Issue 2	Issue 2	Issue 2	Issue 2	Issue 2
Issue 3	001003	Issue 3	Issue 3	Issue 3	Issue 3	Issue 3
Issue 4	001004	Issue 4	Issue 4	Issue 4	Issue 4	Issue 4
Issue 5	001005	Issue 5	Issue 5	Issue 5	Issue 5	Issue 5
Issue 6	001006	Issue 6	Issue 6	Issue 6	Issue 6	Issue 6
Issue 7	001007	Issue 7	Issue 7	Issue 7	Issue 7	Issue 7
Issue 8	001008	Issue 8	Issue 8	Issue 8	Issue 8	Issue 8
Issue 9	001009	Issue 9	Issue 9	Issue 9	Issue 9	Issue 9
Issue 10	001010	Issue 10	Issue 10	Issue 10	Issue 10	Issue 10
Issue 11	001011	Issue 11	Issue 11	Issue 11	Issue 11	Issue 11
Issue 12	001012	Issue 12	Issue 12	Issue 12	Issue 12	Issue 12
Issue 13	001013	Issue 13	Issue 13	Issue 13	Issue 13	Issue 13
Issue 14	001014	Issue 14	Issue 14	Issue 14	Issue 14	Issue 14
Issue 15	001015	Issue 15	Issue 15	Issue 15	Issue 15	Issue 15
Issue 16	001016	Issue 16	Issue 16	Issue 16	Issue 16	Issue 16
Issue 17	001017	Issue 17	Issue 17	Issue 17	Issue 17	Issue 17
Issue 18	001018	Issue 18	Issue 18	Issue 18	Issue 18	Issue 18
Issue 19	001019	Issue 19	Issue 19	Issue 19	Issue 19	Issue 19
Issue 20	001020	Issue 20	Issue 20	Issue 20	Issue 20	Issue 20
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Issue 96	001096	Issue 96	Issue 96	Issue 96	Issue 96	Issue 96
Issue 97	001097	Issue 97	Issue 97	Issue 97	Issue 97	Issue 97
Issue 98	001098	Issue 98	Issue 98	Issue 98	Issue 98	Issue 98
Issue 99	001099	Issue 99	Issue 99	Issue 99	Issue 99	Issue 99
Issue 100	001100	Issue 100	Issue 100	Issue 100	Issue 100	Issue 100

Total Number Items: 100

Wynners Favorite's official Horse Profile lists one Recorded Workout on July 5, 2025, at Los Alamitos as a 220-yard "Gate Work" timed at 13 seconds, the seventh-fastest of eight timed horses:

<https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11440734®istry=Q>

The CHRB Fatalities List has Jose A. Flores as Wynners Favorite's Trainer, with only his Breeder listed on his official Horse Profile: S-Quarter K LLC. **Per the CHRB's Equine Fatalities List, Trainer Jose A. Flores has had three other Quarter Horses die in his care at Los Alamitos since 2024**, including the **Racing Musculoskeletal** Death of Low and Fast on March 2nd; the other two Deaths are also "Other" Deaths: August 15, 2024, Xpensive (**Musculoskeletal**), and October 11, 2024, Justa Dasha Favorite (**Gastrointestinal**). <https://www.chrb.ca.gov/veterinary.html>

Low and Fast was a Three-Year-Old gelding who was raced 12 times in just over ten months, all at Los Alamitos — his Breeder and Co-Owner was Los Alamitos owner Ed Allred.

Xpensive was a Three-Year-Old gelding who was raced 9 times in 12 months, all at Los Alamitos — his Breeder was Steve D. Burns DVM who runs the annual Los Alamitos Horse Sale with Allred, and Burns was one of six listed co-owners in Xpensive's official Horse Profile.

Justa Dasha Favorite was a Two-Year-Old filly who was raced One time on May 4, 2024, at Los Alamitos, her Breeder and Co-Owner was the same as Wynners Favorite's Breeder: S-Quarter K LLC.

Please also take note of the three Quarter Horse deaths at Los Alamitos on May 31, 27 and 22. Wynners Favorite is the 16th Horse Death reported at Los Alamitos (five Non-Musculoskeletal). The Trainer of Mr Favorite Jess who died on May 31st, Jesus O Nunez, also had 3 other horses die in his care per the CHRB, since 2023. Source: <https://www.chrb.ca.gov/veterinary.html>

No legitimate sport would tolerate the deaths of 37 of its athletes in 28 weeks of competition in just one state (California), much less 16 in only one venue (Los Alamitos Race Course).

###

On Jul 1, 2025, at 6:56 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: July 1, 2025

CONTACT: Martha Sullivan, [REDACTED] Kill Racing Not Horses

The CA Horse Racing Board reports **TWO Musculoskeletal DEATHS of Thoroughbred Horses in Racing and Training at Los Alamitos Race Course** this past weekend: https://www.chrb.ca.gov/racing_fatalities_Cat1.aspx

Saturday night's race from which Mr. Dreamcycle was ambulated and died was a "Mixed" Race, Thoroughbreds & Quarter Horses, so is **NOT regulated by the federal Horseracing Integrity and Safety Authority, although Mr. Dreamcycle is a Thoroughbred racehorse**. Mr. Dreamcycle's death will not be included in HISA's Thoroughbred Racing Death Count.

Will Thoroughbred racehorse Expect Love's Training Death at Los Alamitos be included in HISA's Thoroughbred Training Death Count?

Mr. Dreamcycle and Expect Love are the 13th and 14th Horse Deaths reported by the CHRB at Los Alamitos Race Course in CA 2025 Racing, and the 35th and 36th Horse Deaths statewide.

- **Four-year-old Thoroughbred gelding Mr. Dreamcycle was ambulated off the track Saturday night** after he had a "bumped start, bad step 7/16" (pole) and did not finish the race, per the official Race 2 Chart: <https://www.equibase.com/static/chart/pdf/LA062825USA2.pdf> Mr. Dreamcycle is on the CHRB Veterinarian's List with "Unsoundness."
- **Three-year-old Thoroughbred filly Expect Love is listed as a Musculoskeletal Death in Training on Sunday, June 29th at Los Alamitos**, with no other details. Expect Love is not on the CHRB Veterinarian's List.
- **This was the eighth time Mr. Dreamcycle was raced in 2025**, after placing Second on June 1st and First on April 19th, both also in the Los Alamitos Night Races. **He was Claimed (purchased) out of the April 19th race by Trainer Jorge Farias for Owner Margarito Farias from Trainer Angela Aquino/Owners Fosselman, Lovingier (Breeder) and MJ Ryan**. Mr. Dreamcycle's official Horse Profile (look at TB AND MX races by toggling the tab at the top of the screen): <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=10997117®istry=T&rft=MX>
- **Expect Love had been raced six times this year**, the last time on June 20th in the Los Alamitos Thoroughbred Meet ("Los Angeles County Fair Meet"), in which she placed second in Race 3 for Trainer Vann Belvoir, Owner/Breeder S. Tsujimoto LLC and Jockey Edgar Payeras; she was also raced on June 1st in her only "Mixed" Race in the Los Alamitos Night Races, placing third for the same Trainer, Owner and Jockey; Expect Love was raced three times at Turf Paradise in Phoenix AZ in March and April of this year; and at **Santa Anita Park on January 16th, placing seventh of nine horses for Trainer Ed Moger, Jr (not Belvoir as later in 2025), same Owner, different Jockey (R Gonzalez)**. Expect Love's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11133403®istry=T&rft=TB>

Published research shows that changing Trainers (barns) increases the risk of fatal injury in Thoroughbred racehorses: "Dr. Tim Parkin presented data at the 2014 Jockey Club Welfare and Safety Summit that showed switching barns... increases the risk of fatal injury. A horse that has been in his trainer's barn for only one month has a 60 percent higher risk of fatal injury than one that's been with his trainer for four years, with the risk

declining in a linear fashion the longer the horse remains in the same barn."
<https://paulickreport.com/nl-art-1/claimers-examining-business-racings-bread-butter>

No legitimate sport would tolerate the deaths of 36 of its athletes in 26 weeks of competition in just one state (California), much less 14 in only one venue (Los Alamitos Race Course).

###

On Jun 29, 2025, at 8:00 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: June 29, 2025
CONTACT: Martha Sullivan, [REDACTED] Kill
Racing Not Horses

Saturday night, four-year-old Thoroughbred gelding Mr. Dreamcycle was **ambulated off the track after he had a "bumped start, bad step 7/16" (pole)** and did not finish the race, per the official Race 2 Chart:
<https://www.equibase.com/static/chart/pdf/LA062825USA2.pdf>

Mr. Dreamcycle is on the CA Horse Racing Board Veterinarian's List with "Unsoundness." See graphic at end of this email message.

This was the ninth time Mr. Dreamcycle was raced in 2025, after placing Second on June 1st and First on April 19th, both also in the Los Alamitos Night Races. He was Claimed (purchased) out of the April 19th race by Trainer Jorge Arias for Owner Margarito Farias. Mr. Dreamcycle's official Horse Profile (look at TB AND MX races by toggling the tab at the top of the screen):
<https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=10997117®istry=T&rft=MX>



The screenshot shows a web browser window displaying the 'California Veterinarian's List' for 2025. The table lists horses, their owners, and trainers. The table has columns for Horse Name, Breed, Sex, Age, Owner, Trainer, and Race. The data is as follows:

Horse Name	Breed	Sex	Age	Owner	Trainer	Race
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit
Cardinal Spirit	Th	M	3	Cardinal Spirit	Cardinal Spirit	Cardinal Spirit

###

On Jun 22, 2025, at 3:48 PM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: June 22, 2025
CONTACT: Martha Sullivan, [REDACTED] Kill
Racing Not Horses

Three-year-old Thoroughbred gelding Cardinal Spirit was ambulated off the track after falling in Race 4 on Sunday in the Opening Weekend of the Los Alamitos Thoroughbred Meet, per the official Race Chart: CARDINAL SPIRIT broke out and bumped, was closest in pursuit in the two path early, chased inside a rival off the rail into the far turn, found the rail again on the far turn, came two wide into the stretch, tired and eased to the wire, fell shortly after crossing the finish line but was able to get back up and walked into the equine ambulance to be transported off the track."

LRC062225USA4
PDF Document · 15 KB

SEE video attached.

Cardinal Spirit is on the CA Horse Racing Board's Veterinarian's List with "Exhausted Heat Stroke", which may be checked here: <https://www.sim6/22/o-central.com/CHRBPublicReport.jsp>

This was the sixth time that Cardinal Spirit was raced, the last time was on May 17, 2025 at Santa Anita following **almost seven months off from racing**. Cardinal Spirit's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11131034®istry=T&rft=TB>

[Click to Download](#)

Screen Recording 2025-06-22 at 3.08.21 PM.mov
468.9 MB
###

On Jun 21, 2025, at 7:12 AM, Martha Sullivan <[REDACTED]> wrote:

FOR IMMEDIATE RELEASE: June 20, 2025
CONTACT: Martha Sullivan, [REDACTED]
Kill Racing Not Horses

Three-year old Thoroughbred filly Queen of Jazz was ambulated off the track after falling in Race 3 on Opening Day of the Los Alamitos Thoroughbred Meet, per the official Race Chart: "QUEEN OF JAZZ sprinted clear early, coaxed along on the turn, confronted into the lane, ducked into rail and lost the rider in upper stretch, then was transported off the track via equine ambulance. THERE WAS A STEWARDS' INQUIRY INVOLVING THE INCIDENT IN UPPER STRETCH AND RULED THAT QUEEN OF JAZZ CAUSED HER OWN PROBLEMS IN UPPER STRETCH AND THERE WOULD BE NO CHANGE."

LRC062025USA5
PDF Document · 16 KB

Queen of Jazz is on the CA Horse Racing Board Veterinarian's List with "Injury-No Work", see graphic

This was the third time Queen of Jazz was raced, with her first two times on January 23, 2025, and December 28, 2024, at Santa Anita Park, placing 5th and 8th respectively. She has earned \$1,660 for her Owner and Trainer, Jose G. Hernandez, and her jockeys. Queen of Jazz has two recorded Workouts, on May 24th and 3rd at Los Alamitos. Queen of Jazz' official Horse

California Voter's List

Name	Email	Date of Birth	Sex	Race	Ethnicity	Party
John Doe	john.doe@ca.gov	12/12/1980	M	White	Hispanic/Latino	Democrat
Jane Doe	jane.doe@ca.gov	03/03/1985	F	White	Non-Hispanic	Republican
John Doe	john.doe@ca.gov	01/01/1990	M	White	Hispanic/Latino	Democrat
Jane Doe	jane.doe@ca.gov	05/05/1995	F	White	Non-Hispanic	Republican
John Doe	john.doe@ca.gov	07/07/2000	M	White	Hispanic/Latino	Democrat
Jane Doe	jane.doe@ca.gov	09/09/2005	F	White	Non-Hispanic	Republican
John Doe	john.doe@ca.gov	11/11/2010	M	White	Hispanic/Latino	Democrat
Jane Doe	jane.doe@ca.gov	13/13/2015	F	White	Non-Hispanic	Republican
John Doe	john.doe@ca.gov	15/15/2020	M	White	Hispanic/Latino	Democrat
Jane Doe	jane.doe@ca.gov	17/17/2025	F	White	Non-Hispanic	Republican

Total Registered: 9

Page 1 of 1

On May 2, 2025, at 6:45 AM, Martha Sullivan <[REDACTED]> wrote:

The CA Horse Racing Board has reported the **Musculoskeletal Death in Training on Thursday, May 1st, at Los Alamitos Race Course of unraced Three-Year-Old Thoroughbred Filly, Pretty Wicked: https://www.chrb.ca.gov/racing/fatalities_Cat1.aspx**

Pretty Wicked has no owner or trainer listed in her official Horse Profile, but the **CHRB lists her Trainer as Ruben M. Gomez, who had FIVE Horses die in his care in 2024**, two of them Sudden Deaths in Racing and Training, one of them "Undiagnosed", per CHRB at https://www.chrb.ca.gov/racing_fatalities_Cat2.aspx:

Pretty Wicked's official horse profile lists Gary Folgner as purchasing her at the Ocala Breeders Sale June 2024 Two-Year-Old Sale for \$8,000: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11126681®istry=T&rbt=TB>

Folgner was the co-owner of Lady Derby and Derby Prospect, the Sudden Deaths in December (Racing) and January (Training) last year, and Rhythmicl who died in October last year — she was

purchased by Folgner at the Spring 2024 OBS Two-Year-Old Sale; **Folgner also purchased Tazmanian Devil (November, Undiagnosed) at the same OBS June 2024 Sale as Pretty Wicked; Derby War was a 7-year-old Pony Horse at the time of his Musculoskeletal Death last March, but he had been co-Owned and raced 5 times by Folgner in 2019-21.**

Pretty Wicked's official Horse Profile lists no recorded Workouts for her in the last 60 days.

Pretty Wicked is the 10th Horse Death at Los Alamitos reported by the CHRB so far in CA 2025 Racing (starts on Dec. 26), and the 26th in all CA 2025 Racing.

No legitimate sport would tolerate the deaths of 26 of its athletes in 18 weeks of competition in just one state (California), much less 10 at just one venue (Los Alamitos Race Course).

###

On Apr 17, 2025, at 1:17 PM,
Martha Sullivan
<[REDACTED]>
wrote:

FOR IMMEDIATE
RELEASE: April 17, 2025
CONTACT: Martha
Sullivan, [REDACTED]

Kill Racing Not Horses

The CA Horse Racing Board reports the **Training/Musculoskeletal Death of Bob Baffert trainee, 3-year-old Thoroughbred filly Non Compliant, at Los Alamitos Race Course today, April 17, 2025:** https://www.chrb.ca.gov/racing_fatalities_Cat1.aspx

Non Compliant is Baffert's second Training/Musculoskeletal Horse Death in exactly two weeks, also at Los Alamitos, following unraced 4-year-old Thoroughbred colt Willy there on April 3rd (see our PR following).

Non Compliant was raced twice, last August 31st at Del Mar and on October 5, 2024 at Santa Anita Park, placing First in both, with the latter the Oak Leaf Stakes (Grade 2). Non Compliant was entered to race in the Breeder's Cup at Del Mar on November 1, 2024, but was Scratched by the Stewards. She's been on layoff since.

In the CA Horse Racing Board Meeting this morning, Equine Medical Director Jeff Blea reported that Non Compliant appeared to suffer a shoulder fracture after an "easy gallop" in her continuing preparation to be

approved by a regulatory veterinarian to resume high speed workouts.

Dr. Blea said Non Compliant passed her first examination toward this end on March 9th. The recording of today's CHRB Meeting should be available later today at this link: <https://www.selectstreaming.com/live/chrb/archives.php> (During Item 7 after the Exec. Director's Report).

Non Compliant earned \$165,000 for her Owners, Georgia Antley Hunt, Jeff Giglio and John L. Rogitz, her Trainer Bob Baffert and her jockeys, including Juan Hernandez. She was purchased by Rogitz for \$150,000 in the Fasig-Tipton 2024 Two-Year-Olds in Training Sale; **her sire is the very prominent stallion Tiz the Law, who placed First in four Grade 1 Stakes in 2019-20, including the Belmont Stakes and the Travers Stakes in 2020.**

Non Compliant's official Horse Profile: <https://www.equibase.com/profiles/Results.cfm?type=Horse&refno=11148696®istry=T&rft=TB>

Non Compliant is the 9th Horse Death at Los Alamitos reported by the CHRB so far in CA 2025 Racing (starts on Dec. 26), and the 22nd in all CA 2025 Racing.

No legitimate sport would tolerate the deaths of 22 of its athletes in 16 weeks of competition in just one state (California), much less 9 at just one venue (Los Alamitos Race Course).

###

FOR
IMMEDIATE
RELEASE:
April 3, 2025
CONTACT:
Martha
Sullivan, [REDACTED]

[REDACTED] Kill
Racing Not
Horses

The CA Horse
Racing Board
reports
the **Training/
Musculoskel
etal Death of
Bob Baffert
trainee,
unraced 4-
year-old
Thoroughbre
d colt Willy,
at Los
Alamitos
Race Course
today, April
3, 2025:**
https://www.crb.ca.gov/racing_fatalities/Cat1.aspx

Willy's official
Horse Profile
lists no
Owners,
Trainers nor
Jockeys, but
the CHRB
lists Baffert as
his Trainer,
and his Profile
lists "Three
Amigos" as
his buyer in
the
Keeneland
September
2022 Yearling
Sale, for
\$70,000;
Three Amigos
is the
partnership of
longtime
Baffert
owners Mike
Pegram, Karl
Watson and
Paul
Weitman.

Willy's Profile
lists four
Workouts at
Los Alamitos
between
February 28th
and March
27th, but not
April
3rd: <https://www.equinibase.com/profiles/Results.cfm?type=Horse&refno=10929567®istry=T&rbt=TB>

Baffert had
another 4-
year-old TB
colt die in
Training of a
Musculoskelet
al injury at
Los Alamitos
on October 4,
2024, Wine
Me Up — also
owned by
Pegram,
Watson and
Weitman, but
who was
raced six
times, five of
them Stakes
races in 2023-
24. Wine Me
Up's official
Horse
Profile: <https://www.equinibase.com/profiles/Results.cfm?type=Horse&refno=11008846®istry=T&rbt=TB>

**No legitimate
sport would
tolerate the
deaths of 18
of its
athletes in 14
weeks of
competition
in just one
state
(California),
much less
eight at just
one venue
(Los
Alamitos
Race
Course).**

###

Pls Reply ASAP/Distribute The Latest in CA & U.S. Horse Racing

From Martha Sullivan <[REDACTED]>

Date Tue 9/23/2025 12:58 PM

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

Cc Carlene Moore <cmoore@sdfair.com>

Greetings! Please distribute the following to the Boards, Officers and Senior Management of the 22nd DAA, Del Mar Race Track Authority and State Race Track Leasing Commission, AND include it in their next Board Packet.

Thank You for your assistance,

Martha Sullivan
Imperial Beach

1) As reported by the *Daily Racing Form* today: **"All-sources handle at #California tracks was down 4 percent this year through August compared to 2024**, according to figures announced at the California Horse Racing Board meeting on Sept. 18.

"...Ontrack handle at all tracks was down 14.4 percent from \$129.6 million in 2024 to \$111.7 million this year. There are fewer venues operating this year with the cessation of racing in Northern California last December. ...

"For the month of August, ontrack handle declined 2 percent from \$26.8 million in 2024 to \$26.4 million this year. In 2024, fair meetings were conducted at the Sonoma County Fair in Santa Rosa and the Humboldt County Fair in Ferndale in August. No racing was held at those venues this year. *This year, only Del Mar Racing and Los Alamitos Racing operated in August.*

"Overall handle for the month declined 3 percent from \$324.3 million in 2024 to \$315.7 million this year. Del Mar Racing alone had an increase of 8 percent in ontrack handle in August from more than \$23.5 million in 2024 to more than \$25.4 million this year, according to the racing board. **[So even w/ Del Mar's increase in ontrack wagering, Statewide wagering in August 2025 was down 3% from 2024 -- Del Mar couldn't supplant the loss of NorCal Fair Racing.]**

"Aside from Del Mar and Los Alamitos, the only other track operating in the state is Santa Anita Park, which begins its autumn meeting on Friday.

"There are no longer harness racing meetings in Sacramento, and there is no racing on the Northern California fair circuit or at #GoldenGateFields, which closed permanently in June 2024."

<https://www.drf.com/news/california-betting-handle-down-slightly-through-august-despite-banner-month-del-mar>

2) As reported in the *Blood Horse* yesterday: **"Longtime owner/breeder and Houston businessman Jim McIngvale, known for his philanthropy and high-energy marketing and promotion efforts, is walking away from his Thoroughbred racing and breeding investments.**

"An owner since 1995, McIngvale is now selling his last horse—the stallion [Runhappy](#) , who won the 2015 Breeders' Cup Sprint (G1) and became that year's champion male sprinter. ...

"McIngvale told BloodHorse Sept. 19 that he is out of Thoroughbred racing because the industry lacks integrity.

"We refused the drugs and refused the injections so we could not compete. This is why the game is spiraling downward; there is no confidence in it," McIngvale said. 'The only thing I have in life is my integrity, and I am not going to impugn my integrity for a horse race.

"It is a fair game if you have a needle, and that is not sour grapes, it is just the facts. I knew what I was doing, fighting an uphill battle and until we had a freak horse like Runhappy, we had no chance. He ran on hay, oats, and water.'

"Since 2000 and racing under his own name, McIngvale's horses won 207 races in 1,395 starts and compiled \$9,743,963 in earnings, according to Equibase. ...

"More recently McIngvale also provided an extraordinary amount of support to the industry through a multiyear, nationwide race sponsorship program supporting Runhappy's stallion career launch and through financial support of the Thoroughbred Aftercare Alliance and Permanently Disabled Jockeys Fund. ...

McIngvale went on to say that by 2015, he had lost \$30 million on the industry. He said he planned to stop buying horses in 2014, but then at the 2013 Keeneland September Yearling Sale he found Runhappy. Today, McIngvale said he owned 150 racehorses and breeding stock at his peak and all those horses have been sold.

"You get in the game, and you're all enamored. Then they take advantage of you at the sales, they run the prices up," he told BloodHorse. "Well, I got over that and learned how to protect myself at the sales. But the longer you are in it, then you realize all the injections of the joints and ankles and the Lasix, and we refused to do all that."



McIngvale Walks Away From
Thoroughbred Racing, Breeding
bloodhorse.com

Pls Reply/Distribute to Boards, Officers & Sr Mgt of 22nd DAA, DMRTA & SRTL

From Martha Sullivan <[REDACTED]>
Date Tue 10/7/2025 2:41 PM
To Sierra Ceballos <sceballos@sdfair.com>; Molly Arnold <marnold@sdfair.com>
Cc Carlene Moore <cmoore@sdfair.com>

Greetings! Please distribute the following to the Board members, Officers and Senior Management of the 22nd DAA/Del Mar Fairgrounds, the Del Mar Race Track Authority and the State Race Track Leasing Commission, and include in the Board Packets for their next respective Meetings.

This should also be considered input into the 22nd DAA's current community outreach for its Master Planning Process.

Thank You for your assistance,

Martha Sullivan
Imperial Beach

1) U.S. Horse Racing Wagering Handle Declines again in September ...

As reported by the *Daily Racing Form*: **"Total wagering on Thoroughbred races at U.S. racetracks in September dropped nearly 6 percent on a sharp decline in the number of races held during the month**, according to figures released by Equibase on Monday.

"Total wagering fell from \$783.8 million in September of last year to \$737.3 million, a decline of \$46.5 million. **The number of races dropped 7.0 percent**, from 2,996 in September of last year to 2,786. ...

"* In other business news, **total wagering over last weekend, one of the biggest weekends of the year aside from Triple Crown events or the two-day Breeders' Cup event, was \$154.1 million from Friday to Sunday, down \$3.6 million compared to the comparable three-day stretch in 2024, or 2.9 percent**, according to an analysis by *Daily Racing Form*.

"The number of races held during the three-day stretch was 374, compared to 394 last year. ... **Keeneland opened its fall meet on Friday and held a slew of Breeders' Cup prep races over the weekend. Aqueduct and Santa Anita also held a number of Breeders' Cup preps on their Saturday and Sunday programs.**"

<https://www.drf.com/news/less-races-leads-sharp-decline-september-handle>

As added by the *Thoroughbred Daily News*: "In **year-to-date comparisons, wagering dipped 2.11%, with \$8,866,367,013 wagered through September in 2024 compared to \$8,679,660,193 through the first nine months of 2025.** ... With 142 fewer race days— and 1,044 fewer races—through September this year—..."



U.S. Wagering Declines in September
thoroughbreddailynews.com

Horse Racing Nation further noted: "If all races that had been scheduled for September 2025 had been run, races would have been up from a year earlier, but there were 57 Thoroughbred cancellations through the month, according to Equibase data. That includes 30 for weather, 10 for lack of entries, nine because of an equipment malfunction, six for track conditions and two attributed to a management decision. This is almost four times more than the 15 Thoroughbred racing cancellations Equibase recorded for September 2024, with nine attributed to weather and six to a management decision."



Drop in race days keys September
wagering decline
horseracingnation.com

2) Please take note that Miami-Dade County's new lessee for the Miami Seaquarium will not have captive marine mammals, as reported by NBC6 South Florida:

"Martin plans to preserve the iconic golden dome at the Seaquarium and transform it into a space focused on marine life education and conservation. However, he clarified that **the park will no longer house marine mammals.**

"Instead, the project will offer immersive experiences that aim to celebrate marine life in a way that benefits the community.

...

"The project will also **prioritize working with local partners on education and conservation efforts related to Biscayne Bay.**

"'We have universities like the University of Miami that's adjacent that we really look for a potential strong partnership with,' Martin said. 'We have, for instance, the Frost Museum and other institutions that we are looking to embrace and be part of this.'

"This redevelopment will require a major investment, estimated to be between \$75 to \$100 million. As part of the plans, Martin intends to create a Baywalk to allow public access to the area and introduce spaces for events, wellness activities, restaurants, and retail. ...

"Miami-Dade County Commissioner Raquel Regalado also expressed her enthusiasm for the project, especially for the marina that will be part of the plan.

"'Right now in Miami-Dade County, you have to wait 5 to 7 years to get a slip, and dry docking is impossible. So we are excited about that,' Regalado said. ...

"As for the marine mammals, they will be relocated, with oversight from the bankruptcy trustee and the county to ensure their welfare.



Developer set to take over Miami
Seaquarium outlines new plans for park,
marine mammals
nbc-miami.com



Louisville, KY 40202

< 2 / 2 > ||

73° Cloudy 30%



Multimillion-dollar renovations begin at Kentucky Exposition Center

Updated: 3:40 PM EDT Aug 24, 2025

[Editorial Standards](#) ⓘ**Renee Maloney**

LOUISVILLE, Ky. — Renovations are underway at the expo center.

The first phase will add a new 350,000 square foot multi-purpose facility that will host livestock competition, sports tournaments, trade shows, and conventions.

The renovation should be completed by December 2026, with the first major events set to take place in 2027.

The next phase will be to update the West Wing, West Hall and Pavilion.

The over \$460 million renovation project will span several years.

Infinite Scroll Enabled



TOP PICKS

Cotton Bowl renovations give Dallas stadium an upgrade in time for State Fair

KERA | By [Dylan Duke](#)

Published September 22, 2025 at 5:07 AM CDT



Dylan Duke / KERA

Premium viewing seats are a large part of the \$140 million Cotton Bowl renovation. Designers said they hope the new luxury spaces will host more events outside of just sports games.

The City of Dallas on Friday unveiled the finished \$140 million renovations of the 95-year-old Cotton Bowl, the first part of a [larger revitalization plan for Fair Park](#).

The improvements added more restrooms, concessions, premium seating, a new press box and better team facilities. The renovations mostly impact the west side of the stadium facing the park where there will now be 14 escalators and multi-story entryways to help move visitors into the Art Deco-style bowl — which can hold more than 90,000 people.

New suites and viewing areas were added to provide a more comfortable, air-conditioned watching experience, the city said. Designers also hope the spaces will



host other types of events outside of sports, giving the stadium another source of revenue.

"We wanted to add elements to the project that we'll be able to monetize," Ryan O'Connor, deputy director of Dallas Park and Recreation, told KERA News. "We want space to have private events, corporate events. Heck, we can even do weddings here."

The new upper levels feature bars, private watching rooms and leather, movie theater-style seats.



1 of 3

A lounging space in the new luxury floors built during the Cotton Bowl renovation.

"This space didn't exist in the Cotton Bowl before," said Bryan Trubey, design partner at Overland, the firm that led the renovations. "There were no premium environments, no hospitality environments."

Katie Miles, lead interior designer at Overland, said getting it there wasn't easy.

"Infinitely challenging," Miles said. "I would say this is the most challenging project I've done in my career."

Some of the many challenges came from trying to renovate a space that's had overlapping or disconnected designs added throughout the decades. Overland [began the renovations](#) in March 2024 and said some parts of the building needed to be completely removed.

But Trubey emphasized the goal wasn't to just rip everything out and replace it; rather, he said some areas like the main entrance were treated more like a "preservation or restoration project rather than a renovation project."



Dylan Duke / KERA

Designers said they tried to preserve the original feel of the entrance area while still improving the lighting and flow.

Trubey has worked on other big stadiums like AT&T Stadium, but he said this project was special.

"I'm an Oak Cliff boy, born and raised in Dallas," he said. "My kids are fourth-generation in the same neighborhood, and this is a passion project for me and many on our team."

State Fair of Texas attendants can check out the new renovations during the State Fair Classic, the Red River Showdown and the State Fair Clásico.

Dylan Duke is KERA's Fall news intern. Got a tip? Email Dylan Duke at dduke@kera.org.

KERA News is made possible through the generosity of our members. If you find this reporting valuable, consider making a tax-deductible gift today. Thank you.

Tags

[News](#)[State Fair of Texas](#)[City of Dallas](#)[Cotton Bowl](#)[Fair Park](#)

Dylan Duke



ITEM 9 – MATTERS OF INFORMATION

October 2025

Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-040	JagTag Enterprises, Inc.	Communications Training	Fair & Reasonable	Until Completed	9/15/2025 - 12/31/2025	\$4,295.00
25-041	JagTag Enterprises, Inc.	Executive Coaching	Fair & Reasonable	Until Completed	9/16/2025 - 9/15/2026	\$5,900.00
25-042	CalHR	Medical Screening	Categorically Exempt – Governmental Entities (JPA)	Until Completed	7/1/2025 - 6/30/2026	\$5,000.00
25-803 AM1	Cooperative Personnel Services dba CPS HR Consulting	HR Consulting Services	Categorically Exempt – Governmental Entities (JPA)	Until Completed	4/1/2025 - 12/31/2025	\$0.00 AM1 (Total contract value = \$50,000.00)

Revenue Contracts Executed per Delegated Authority

Rental Agreements						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
26-901	HITS Del Mar Leasing, LLC	Produce & Operate Del Mar National Horse Show	Revenue	Interim	1/1/2026 - 8/1/2026	\$40,000.00

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-040

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-00

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

JagTag Enterprises, Inc.

2. The term of this Agreement is:

START DATE

September 15, 2025

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

\$4,295.00

Four Thousand Two Hundred Ninety Five Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (February 2025)	5
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.)

JagTag Enterprises Inc.

CONTRACTOR BUSINESS ADDRESS

2110 Artesia Blvd., B404

CITY

Redondo Beach

STATE

CA

ZIP

90278

PRINTED NAME OF PERSON SIGNING

Jacqueline Devlin

TITLE

CEO/Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

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

The Contractor shall provide training to develop communication skills for members of District's Executive Team focusing on organizational team building and motivation.

- B. Services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
- C. Training shall be provided in two sessions. The dates of the training will be agreed upon by the District and Contractor at a later time.
- D. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	JagTag Enterprises, Inc.
Name: Carlene Moore, Chief Executive Officer	Name: Jacqueline Devlin, Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2110 Artesia Boulevard, B404 Redondo Beach, CA 90278
Phone: 858-755-1161	Phone: 310-344-8163
e-mail: cmoore@sdfair.com	e-mail: jnason@msn.com

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

2. CONTRACTOR RESPONSIBILITIES:

- A. Facilitate two (2) three-hour communication training sessions with District's Executive Team focusing on team building and motivation. These will include Part 1 Training "When All is Well" and Part 2 Training "When There is Conflict." Each training will be three hours and on separate days to allow the training participants to practice when all is well and time to bring up challenges in the conflict session.
- B. Provide expertise on each topic including energetic presentations.
- C. Support District's core values of Fun, A+ Quality, Integrity, Respect and Service.
- D. Utilize all types of learning styles including auditory, visual, and kinesthetic and an abundance of interactive involvement including lectures, group involvement, role-playing, and hands on motivational instruction.
- E. Provide evaluation forms for all participants to complete at the end of each training session.
- F. Provide all development materials and additional handouts.

3. DISTRICT RESPONSIBILITIES:

- A. To provide meeting room set in configuration requested by Contractor, monitor/LCD

EXHIBIT A
SCOPE OF WORK

projector, large self-stick flip charts, water and coffee service, snacks, and lunch for group, including Contractor.

- B. To ensure that all members of District's Executive Team complete the Core Strengths Inventories in advance.

4. TRAVEL AND RELATED EXPENSES:

- A. District will provide mileage reimbursement to the Contractor for both training sessions.
- B. When lodging is needed for Contractor, District will arrange and directly pay for hotel accommodations for up to two nights, limited to one night per training session. Lodging expenses shall not be reimbursed to Contractor.
- C. Contractor shall be responsible for all personal meal expenses incurred, excluding the working lunch provided by the District during each training session.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-041

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-00

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

JagTag Enterprises, Inc.

2. The term of this Agreement is:

START DATE

September 16, 2025

THROUGH END DATE

September 15, 2026

3. The maximum amount of this Agreement is:

\$5,900.00**Five Thousand Nine Hundred Dollars and Zero Cents**

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (February 2025)	5
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.)

JagTag Enterprises, Inc.

CONTRACTOR BUSINESS ADDRESS

2110 Artesia Blvd., B404

CITY

Redondo Beach

STATE

CA

ZIP

90278

PRINTED NAME OF PERSON SIGNING

Jacqueline Devlin

TITLE

CEO/Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

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

The Contractor shall provide individual/observational and team coaching sessions to facilitate performance, learning, and development of the District's Leadership Team members.

- B. Services shall be performed either remotely, via telephone or virtual meetings, or at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014, as agreed upon by District and Contractor.
- C. Services shall be provided during regular business hours, Monday through Friday.
- D. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	JagTag Enterprises, Inc.
Name: Carlene Moore, Chief Executive Officer	Name: Jacqueline Devlin, Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2110 Artesia Boulevard, B404 Redondo Beach, CA 90278
Phone: 858-755-1161	Phone: 310-344-8163
e-mail: cmoore@sdfair.com	e-mail: jnason@msn.com

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

2. CONTRACTOR RESPONSIBILITIES:

- A. Individual/Observational Coaching Engagements:
- Facilitate up to twenty (20) one-hour individual coaching sessions delivered via telephone or virtual meetings, with the number of sessions per Employee to be determined by the District based on individual needs. Sessions will focus on individual strength, weakness, opportunity, and threat analysis; understanding of confidentiality between Employee, District, and coach; goal setting and action plans; highest priority objectives and alignment with goals; and responsibility, accountability, and ethics the Employee can count on from the coach. As agreed upon by District and Contractor, these sessions may include observational coaching, which involves Contractor attending and observing in-person District Leadership Team meetings to provide real-time insights and enhance the coaching process.
 - Prior to each first session, email Employee a pre-assessment to be completed prior to the first coaching meeting to facilitate goal creation and to identify coaching areas needed. Goals will be developed based on additional input from the CEO and other Executive Team members.
 - Provide a complimentary Initial Coaching Call to see if Coach and Employee are a good fit, up to 30 minutes.
 - Focus coaching on the specific core competencies as identified by the designated

**EXHIBIT A
SCOPE OF WORK**

Executive Team Member for that individual Employee: Leading Change; Developing Emotional Intelligence; Demonstrating Integrity, Honesty, and Ethical Considerations; and Building a Learning Organization

- e. Utilize the Hudson Institute Methodology for this commitment.
 - f. Provide each Employee with the tools to be consistently authentic and highly effective, improve the ability to build trust and connection in all relationships, and deliver feedback more effectively than before the coaching.
 - g. Provide progressive review and feedback by ensuring that each Employee provides an informal review of the coaching process to the designated Executive Team member after five (5) sessions to share progress, outline areas still in need of improvement and ask for support, gain feedback from the Executive, discuss solutions to meet the coaching objectives, and provide feedback on the coaching program and success with the coach.
 - h. Provide a midpoint and end of coaching evaluation to the designated Executive Team member to examine the overall effectiveness of the coaching engagement and to develop future goals for continued progress.
- B. Group Coaching Engagements:
- a. Facilitate up to four (4) group coaching sessions with the Executive Leadership Team.
- C. Conclude coaching through the development of a long-range plan with specific, measurable, achievable, relevant, and timely goals for the Individual or Group.
- D. Follow-up call or meeting three months after the last coaching session to check in and see how the process is going.
- E. Support District's core values of Fun, A+ Quality, Integrity, Respect and Service.

3. DISTRICT RESPONSIBILITIES:

- A. Determine Employee(s) authorized for Individual Coaching Engagement.
- B. To identify key stakeholders on a per Individual Coaching Engagement basis that will provide ongoing support for the coaching program. Each key stakeholder will:
 - a. Show public support for the coaching program.
 - b. Understand their specific roles in the coaching engagement.
 - c. Be extra attentive to the coaching participant's growth and talent development.
 - d. Be actively involved and demonstrate commitment to the coaching program, the coach, and the participant.
- C. To ensure that each participant in the Individual Coaching Engagement completes the pre-assessment work prior to their first coaching session.
- D. Ensure program participants attend all meetings and coaching sessions as scheduled. Meetings may be cancelled or rescheduled under extenuating circumstances, as agreed upon by Contractor and District. If there is a last-minute cancellation that does not fit these circumstances, District will be billed for the full cost of the session.

4. TRAVEL AND RELATED EXPENSES:

- A. District will provide mileage reimbursement to the Contractor for in-person coaching engagements.
- B. District will determine when lodging is needed for Contractor and shall arrange and directly pay for hotel accommodations. Lodging expenses shall not be reimbursed to Contractor.
- C. Contractor shall be responsible for all personal meal expenses incurred.

State of California-Department of General Services		SCO ID:	
STANDARD AGREEMENT		AGREEMENT NUMBER	PURCHASING NUMBER (if applicable)
STD 213 (Rev. 04/2020)		25-042	N/A
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			
Department of Human Resources (CalHR#: R2500401)			
2. The term of this Agreement is:			
START DATE			
July 1, 2025			
END DATE			
June 30, 2026			
3. The maximum amount of this Agreement is:			
\$5,000.00 // 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 B, Attachment 1	Medical Program Rates	1	
Exhibit C*	General Terms and Conditions	GIA 11/2022	
Exhibit D	Special Terms and Conditions	3	
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 Standard Contract Language			
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.)			
Department of Human Resources			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1515 S Street, Suite 500N	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
Helen Fairchild	Chief Operating Officer, Administrative Services Division		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME			
22ND District Agricultural Association (District) /Del Mar Fairgrounds (Fairgrounds)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Blvd	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION, IF APPLICABLE	
		EXEMPT PER SCM 4.04.A.5	

EXHIBIT A**SCOPE OF WORK****1. BACKGROUND**

The Department of Human Resources (CalHR or Contractor) will provide 22nd District Agricultural Association/ Del Mar Fairgrounds with Medical Evaluation Program services.

2. LOCATION

Services will be performed virtually with headquarters at the following location:
1515 S Street, Suite 500N, Sacramento, CA 95811

3. CONTACT INFORMATION

The Project Representatives during the term of this agreement will be:

22nd District Agricultural Association/ Del Mar Fairgrounds**Department Of Human Resources (CalHR)**

Name: Kaitlyn Findley-Thorn

Raymond Titano

Address: 2260 Jimmy Durante Blvd
Del Mar, CA 920141515 S Street, Room 500N
Sacramento, CA 95811

Phone: 858-755-1161 ext. 4298

916-445-9832

E-mail kthorn@sdfair.com

Raymond.Titano@calhr.ca.gov

Direct all contract inquiries to:

22nd District Agricultural Association/ Del Mar Fairgrounds**Department Of Human Resources (CalHR)**

Name: Kaitlyn Findley-Thorn

CalHR Contracts Team

Phone: 858-755-1161 ext. 4298

Fax:

E-mail contracts@sdfair.com

tara.mcguinness@calhr.ca.govreba.sy@calhr.ca.gov

Accounting and/or Fiscal Contact:

22nd District Agricultural Association/ Del Mar Fairgrounds**Department Of Human Resources (CalHR)**

Name: Patrick Plummer

Accounts Receivable

Phone: 858-755-1161 ext.4251

N/A

Fax:	(916) 327-0568
E-mail	pplummer@sdfair.com accounts.receivable@calhr.ca.gov

Contract representatives may be changed by written notice to the other party without requiring an amendment.

4. RESPONSIBILITIES OF CALHR

The Department of Human Resources' (CalHR) Medical Program provides the following:

- A. Statewide policy direction applicable to all state hiring authorities for pre-employment medical examinations of candidates for State Civil Service positions based on individual consideration of the candidate's capability to perform the essential functions of the position in accordance with the Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA).
- B. For all positions subject to a pre-employment medical exam: The CalHR Medical Officer, if requested, will provide consultation to hiring authorities regarding post-offer medical screening. Consultations may cover a range of topics, including but not limited to:
 - 1) Evaluation of physical attributes that may impact safe and effective performance of specified essential functions;
 - 2) Types of medical examinations that would correlate to specific essential functions; and
 - 3) Clarification of medical information included as part of an initial or second opinion medical report. The Medical Officer will not offer an opinion of a second opinion.
- C. For peace officer positions: The CalHR Medical Officer applies expert knowledge of occupational medicine and POST medical guidelines to provide a medical opinion as to whether the candidate is able to safely and effectively perform the essential job duties, as well as to identify any job-related limitations. This does not relieve the hiring authority of the obligation to engage in an interactive reasonable accommodation discussion with the candidate, as necessary.

In performing this role, the CalHR Medical Officer:

- 1) May request additional information, examination, or testing, if necessary, to determine whether job-specific limitations may exist;
- 2) Will provide the hiring agency with a completed POST 2-363 Medical Suitability Declaration form either certifying the candidate or determining if they are unable to certify the candidate to perform the essential functions of the job as described in the duty statement and in accordance with ADA, FEHA, and POST medical guidelines;

- D. The CalHR Medical Officer is available to provide consultation to the hiring authority regarding the medical findings. However, CalHR's involvement shall not relieve the hiring authority of its responsibility for ensuring that hiring decisions under its jurisdiction comply with the ADA, FEHA, and any other rules and regulations regarding equal employment opportunity.
- E. The CalHR Medical Officer will review mandatory reinstatements associated with medical termination, demotion, or transfer as appropriately referred by the State Personnel Board.
- F. The CalHR Medical Officer may provide testimony in administrative hearings to clarify the professional pre-employment medical opinions provided to state hiring agencies.

5. RESPONSIBILITIES OF HIRING DEPARTMENTS

- A. The hiring authority is responsible for ensuring that hiring decisions comply with the ADA and FEHA, including reasonable accommodation and the opportunity for a second opinion, and other rules and regulations regarding equal employment opportunity.
- B. For peace officer candidates: The hiring authority is responsible for providing completed forms via File Transfer Protocol (FTP) secure electronic submission to the Medical Program including:
 - 1) Conditional Offer of Employment (signed by candidate);
 - 2) HIPAA Release (signed by candidate);
 - 3) Duty Statement;
 - 4) POST Form 2-253 Medical Examination Report – Peace Officer (most current form; previous revisions are not acceptable); and
 - 5) POST Form 2-252 Medical History Statement – Peace Officer (most current form; previous revisions are not acceptable).
- C. When the hiring authority requests a consultation, they are responsible for providing CalHR with the following:
 - 1) The topic of the consultation, and
 - 2) If it involves an individual non-peace officer candidate, also send any necessary documents, fully redacted, to remove any personally identifiable information.



**First Amendment to Consulting Services Agreement
HR Consulting Services**

Term Extension

THIS FIRST AMENDMENT (this "Amendment") is made by and between Cooperative Personnel Services dba **CPS HR Consulting**, ("CPS HR") located at 2450 Del Paso Road, Ste 220, Sacramento, California, 95834 and the **22nd District Agricultural Association Del Mar Fairgrounds** ("Client") with offices at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.

Whereas, CPS HR and Client have entered into the Agreement (as defined below); and

Whereas, CPS HR and Client desire to modify the Agreement on the terms and conditions set forth herein;

Now, therefore, CPS HR and Client agree as follows:

1. **Definitions:** The following definitions shall apply to this Amendment:
 - (a) **Agreement.** The term "Agreement" shall mean the Agreement dated **April 1, 2025** by and between CPS HR and Client.
 - (b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified to extend the term and update the Client Project Manager as follows:
 - (a) **Page 1, Section E. Term**
 1. **Term.** The term of this Agreement is from April 1, 2025 through December 31, 2025.
 - (b) **Page 4, Exhibit A, Section 4.**
 4. CLIENT PROJECT MANAGER: Kaitlyn Findley-Thorn kthorn@sdfari.com
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after August 29, 2025.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CPS HR and CLIENT have executed this Amendment as of the date below.

**Cooperative Personnel Services dba
CPS HR Consulting**

By: Sandy MacDonald-Hopp
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

**22nd District Agricultural Association
Del Mar Fairgrounds**

By: Carlene Moore
Authorized Signature

Name: Carlene Moore

Title: Chief Executive Officer

Management Agreement for the 2026 Del Mar National Horse Show

This Management Agreement ("Agreement") is entered into between the 22nd District Agricultural District, a California state institution ("District") and HITS Del Mar Leasing LLC ("HITS"). The District is the USEF Competition Licensee of the Del Mar National Dressage and Del Mar National Hunter-Jumper Horse Shows (USEF Competition Nos. 3332 and 343056). In accordance with the terms and conditions set forth in this Agreement, HITS will manage for the District's 2026 Dressage and Hunter-Jumper Del Mar National Horse Shows (collectively, "2026 Del Mar National Horse Shows") to be held at the District's Del Mar Horsepark facility (Horsepark). The Del Mar National Dressage Competition will be held April 16 through April 19, 2026. The Del Mar National Hunter-Jumper Competition will be held April 29 through May 3, 2026. HITS is the current operator of Horsepark under an existing operating agreement with the District.

1. Term: The term of this Agreement shall be from January 1, 2026 to August 1, 2026.
2. Definitions:
 - a. Del Mar National Horse Show Bank Account: An account specifically earmarked for debits and credits related solely to the Del Mar National Horse Show
 - b. Prize Money: The money won by exhibitors for placing in various classes
 - c. Net Profit: The profit after all revenues have been collected and expenses deducted
3. Exemption of District from Liability. District shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of HITS or of HITS' vendor(s), whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, building roof leaks, fire sprinklers, wires, plumbing, HVAC system, or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the District's premises, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. District shall under no circumstances be liable for injury to the business of HITS or HITS' vendor(s) or for any loss of income or profit from that business.
4. Fee for Management of District's 2026 National Horse Shows: share of Net Profit, as agreed upon by HITS and District.
5. Obligations of HITS and District:
 - a. Obligations of HITS:
 - i. HITS agrees to manage and operate the 2026 Del Mar National Horse Shows;
 - ii. HITS will be responsible for ensuring that the Horsepark facility is ready for the 2026 Del Mar National Horse Shows;
 - iii. HITS shall manage the 2026 Del Mar National Horse Shows, including but not limited to, payment of all 2026 Del Mar National Horse Show expenses and collection of all revenue generated through the management of the 2026 Del Mar National Horse Shows. HITS shall deposit all revenue from the 2026 Del Mar National Horse Show to the Del Mar National Horse Show Bank Account. All expenses shall be deducted from the Del Mar National Horse Show Bank Account.

- iv. The Del Mar National Horseshow trophies are the responsibility of HITS while in their possession during the show. HITS will hire an employee responsible for their care, cleaning and safekeeping before and during the show and ensuring their return following the show.
- v. HITS shall consult with the District in all decision-making related to the 2026 Del Mar National Horse Show, including but not limited to, all non-financial and non-horse show operational matters and overall show planning decisions.
- vi. HITS shall maintain adequate insurance coverage that covers any incidents or claims that may arise during the Horse Shows. See Exhibit B for Insurance Requirements.

b. Obligations of the District:

- i. District grants HITS the exclusive right to manage the 2026 Del Mar National Horse Shows.
 - ii. As USEF Licensee, District is the financially responsible party to USEF for the Del Mar National Horse Shows.
 - iii. District agrees that revenue generated through the operation of the 2026 Del Mar National Horse Show will not be considered in determining HITS' obligations under the Horsepark Operating Agreement.
 - iv. HITS shall have the exclusive option to manage the Del Mar National Horse Show under the same conditions and terms as 2026 for all years in which HITS is the Operator of the Del Mar Horsepark, subject to the express written approval of USEF.
 - v. District agrees to give a non-exclusive license to HITS to use all intellectual property associated with the Del Mar National Horse Show for purposes of marketing and promoting the 2026 Del Mar National Horse Show (and later years if applicable) and to offer HITS use of other items owned by District and related to the Del Mar National Horse Show.
6. Labor and Equipment Rental: HITS agrees to pay fees, if any, required by District for: **Labor & Equipment Rental at District Reimbursable Rates** outlined in Exhibit A to this Agreement that HITS desires to use or rent.
7. Late Fees: Operating fees are payable within (30) thirty days following each show. Should HITS fail to remit payment within this period, the outstanding amount will incur a late charge calculated at 5% of the due fee. This late charge is to be treated as supplementary to the initial fee and is subject to the same terms of payment as outlined in the agreement. The parties acknowledge that such late charge represents a fair and reasonable estimate of the costs and losses District will incur by reason of a late fee payment by HITS, but District's acceptance of such late charge shall not constitute a waiver of HITS's default with respect to such fee or prevent District from exercising any other rights and remedies provided under this Agreement, at law or in equity.
8. Indemnity: HITS shall indemnify the District, and save the District harmless, of and from any and all claims, loss, cost, damage, injury and/or expense of every kind, nature and description, directly or indirectly arising from the performance of this Agreement regardless of responsibility of negligence; by reason of injury or death to person[s] or damage to property however caused or alleged to have been caused, and even though claimed to be due to the negligence, active or passive, of District. However, in no event shall HITS be

obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees or agents (excluding the HITS herein). HITS shall, at HITS's own cost and expense, defend any and all suits, actions, or other legal proceedings that maybe brought by third persons against the District on any such claim, and shall reimburse the District for any and all legal expenses incurred in connection with such defense, or in enforcing the indemnity granted in this paragraph.

9. Sporting Events; Release and Waiver: For all sporting events, including but not limited to athletic team events, equestrian or equestrian related events, motor vehicle races, demolition derbies, stunt bike, skateboard or roller blade events, HITS agrees to obtain from each participant a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release Lib"). The Release and Waiver shall release the District and its agents, servants, employees, directors and officers from any and all liability arising out of each individual's participation in the event sponsored by HITS. Each such Release and Waiver shall be fully executed by each participant, and/or such participant's legal guardian, prior to participation in the event. HITS agrees to contact California Fairs Service Authority at (916) 9212213 for further information on the availability of CFSA Form "Release Lib".
10. District Oversight: District reserves the right to audit and monitor any and all sales. The District shall also have the right of access to, and inspection of, any District equipment used by the HITS under this Agreement at any time, with or without prior notice.
11. Independent Capacity: HITS agrees that it, and its agents, servants, and employees, in the performance of this Agreement, acts in an independent capacity and not as an agent, officer, servant, or employee of the District.
12. Taxes: HITS acknowledges and understands that the terms and conditions of this Agreement may create a possessory interest subject to property taxation, and that HITS may be subject to the payment of property taxes levied upon such interest.
13. HITS' Property: District may require security, at HITS' expense, which will provide for reasonable protection of the property of HITS. However, in all circumstances, HITS shall be solely responsible for damage to, or loss of, HITS' property.
14. Prohibition Against Assignment: HITS agrees it may not sell, encumber, assign or transfer this Agreement, or any rights, obligations, privileges or duties contained in this Agreement, without the express written consent of the District. The District's consent shall be given, if at all, in its sole and exclusive discretion.
15. Integration Clause: This is an integrated Agreement. The terms of this Agreement are contractual, and not merely a recital. This Agreement supersedes all prior representations and agreements, if any, between the Parties or their legal counsel regarding its subject matter.
16. Written Amendment Required: This Agreement constitutes the entire understanding between the parties to this Agreement and relating to its subject matter, and may not be modified, amended or terminated except by written agreement signed by all of the parties to this Agreement, and any required written approval of the Department of Food & Agriculture, and the Department of General Services (Government Code section 11010.5). A name

change by itself by HITS is not subject to the provisions of this paragraph. Notwithstanding the foregoing, should a name change by HITS alter, modify, or amend in any way any of the obligations of HITS under this Agreement, such a name change will require a written agreement signed by all the parties to this Agreement.

17. Waiver: The failure to the District to insist in any one or more instances upon the observance and/or performance of any of the covenants of this Agreement, or any of the rules and regulations governing the Districts' premises, shall not constitute a waiver of any subsequent breach of this Agreement, or any of the rules and regulations.
18. Default; Remedies: In the event HITS fails to comply in any respect with the terms of this Agreement, and the terms of all Attachments, all payments made by HITS in accordance with Paragraph 4 above shall be deemed earned and nonrefundable by District, and District shall have the right to occupy the space in any manner deemed in the best interests of the District, in addition to any and all other remedies available to the District for breach of this Agreement.
19. Obscenities Sales or displays of drug paraphernalia, merchandise containing offensive, lewd, indecent, or obscene language or depictions of lewd or obscene: Images, sales or displays of merchandise, and marketing-related materials used on the District's premises shall not include references to drug paraphernalia and shall contain materials considered obscene, lewd, or indecent under local, state and Federal standards. The District reserves the right to approve, in its sole and exclusive discretion, all merchandise, displays, materials and images at the location(s) managed under this Agreement. The parties agree that if HITS violates this paragraph, it will be impracticable or extremely difficult to determine the damages suffered by the District. It is therefore agreed that in the event of such a breach by HITS, HITS will pay to the District the sum of \$1,000.00 for each violation of this provision. In addition, in the event of a breach of this paragraph by HITS, the District may, in its sole and exclusive discretion, declare Licensee in breach of this Agreement.
20. Attachments: The following documents are attached to this Agreement and made part of this Agreement by this reference as though set forth in full:

Exhibit "A"	Labor & Equipment Rental at District Reimbursable Rates
Exhibit "B"	CFSA Insurance Requirements

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

HITS Del Mar Leasing LLC
151 Stockade Drive,
Kingston, NY 12401

BY: _____

BY: _____

NAME: CARLENE MOORE
TITLE: CHIEF EXECUTIVE OFFICER

NAME: PETER ENGLEHART
TITLE: CHIEF EXECUTIVE OFFICER

DATE:

DATE:

EXHIBIT A
2026 Equipment and Labor Rates



2026 Equipment and Labor Rates

Bike Rack	\$14.75
Benches	\$17
Picnic tables	\$20
Bleachers (5 row)	\$290
Bleachers (8 row)	\$390
K-Rail	\$26
Ticket Booth (2 window)	\$235 (does not include power)
Ticket Booth (6 window)	\$360 (does not include power)
8' Tables	\$10
Overhead PA	\$160 per building
Mixer	\$95
Wireless mic	\$105
Heavy equipment	\$115 per hour (Forklift, Tractor, Water Truck)
Traffic Control	\$30/hr
Janitor Labor	\$30/hr
Dumpster trash removal	\$100 per 3-yard bin removal
Post Event Clean up	\$350
DSL	\$415

*Equipment rental is drop off only and does not include set-up.