



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors
November 18, 2025 at 9:30 a.m.

Boardroom

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

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website ([Public 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**

November 18, 2025 at 9:30 a.m.

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.
- D. Personnel: The Board will meet in closed session to consider those items authorized under Section 11126 of the Government Code, including but not limited to the evaluation of performance of the CEO. (Gov. Code, § 11126, subd. (a).)

4. **RECONVENE TO OPEN SESSION** [Anticipated by 11:00 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 – October 14, 2025** 6-9
- **Contract Awards & Approvals** 10
 - **Standard Agreements Exercising Option Years** 11-15
 - 23-024 AM2 Grandstand Stage and Roof Services; 24-005 AM1 Media Buy; 23-014 AM2 Ticketing Services
 - **Standard Agreements Exempt from Competitive Solicitation** 16-17
 - 22-003 AM3 Electrical Services and Rentals; 22-904 AM3 Tennis Center Operator Rental Agreement
 - **Sponsorship Agreements** 18-23
 - SPO-26-014 Craft Beer Partner

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]

- Quarterly progress report on Master Site Plan public outreach and engagement 24-27
- Executive summary of monthly financial reports 28-33
- Board annual work plan strategy session 34-35
 - **Industry News & Updates**
 - Visit to the State Fair of Texas Verbal
 - CDFA Fairgrounds and Events Center Symposium 36-41
 - California Fairs Alliance Leadership Conference 42-45
 - Annual update on California Construction Authority (CCA) Joint Powers Authority (JPA) 46-47

8. **GENERAL BUSINESS**

- A. **Consideration and vote on whether to approve the 2026 Operating Budget, including rates and out-of-state travel for employees and Board members** 48-63
[Action Item]
- B. **Consideration and vote on whether to approve the 2026 Capital Expenditures Budget** [Action Item] 64-75
 - Presentation of Facilities Condition Assessment Report
- C. **Consideration and vote on 2026 Delegation of Authority** [Action Item] 76-82
 - Contract Authority
 - Check Signing Authority
 - Credit Card Use Authority
 - Local Agency Investment Fund Authority
- D. **Discuss and vote on whether to authorize the District to charge customers for all credit card surcharge fees in accordance with California law, and to deposit into the District's Rainy Day Fund all revenue generated through the imposition of credit card surcharge fees** [Action Item] 83-86
- E. **DMTC Liaison Committee Report** – Mark Arabo, Chair
 - 1. Consideration and vote on whether to authorize the District to reimburse the Del Mar Thoroughbred Club (DMTC) up to \$3,000,000 payable over five (5) years, with no more than \$600,000 per year, for the replacement and modernization of three (3) existing video display boards located in the Grandstand, the Paddock and at 5 Points. [Action Item] 87-90
 - 2. Discussion and vote on whether to recommend that the State Race Track Leasing Commission explore legal options available to extend the term of the Del Mar Race Track Operating Agreement so that the Agreement remains in effect until the Del Mar Race Track Authority's Series 2015 Bonds have been fully paid off [Action Item] 91-99
 - Horse Racing Industry News & Information [Information Item]
- F. **Discuss and vote on whether to revise Policy 3.02** [Action Item] 100-101
- G. **Discuss and vote on whether the District CEO should discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar until a future District Board meeting during which the Board can consider proposed amendments to the Exclusive Negotiating Rights Agreement** [Action Item] 102-107

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|----|--|---------|
| H. | Discuss and vote on whether to direct District staff to meet with the City of San Diego to discuss the possible development of affordable housing on those portions of the District's property that are within the boundaries of the City of San Diego [Action Item] | 108-111 |
| I. | Discuss and vote on whether to direct District staff to design and install a public "Living Memorial" honoring all past and present District Board members and California Governors [Action Item] | Verbal |
| J. | Discuss and vote on whether to direct District staff to solicit proposals through a competitive bidding process for the installation of electric vehicle charging stations and solar panels in an effort to advance the District's sustainability and energy independence goals [Action Item] | Verbal |
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- | | | |
|----|---|---------|
| 9. | <u>MATTERS OF INFORMATION</u> | |
| | • Updated Committee Assignments | 112-118 |
| | • Correspondence | |
| | • Review of Contracts Executed per CEO Delegation of Authority | 119 |
| | ○ <u>Standard Agreements</u> | 120-133 |
| | 25-045 Wine Competition Coordinator; 25-043 Chiller Starter Refresh; 25-044 Cloud Based Energy Monitoring Systems; 25-046 Arc Flash Study | |
| | ○ <u>Event Agreements</u> | |
| | 26-1309 Jiu Jitsu Tournament; 26-1310 Jiu Jitsu Tournament; 26-1311 Great American Train Show | |
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- | | | |
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| 10. | <u>ADJOURNMENT</u> | |
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22nd DISTRICT AGRICULTURAL ASSOCIATION

Board of Directors Meeting

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
October 14, 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

Sam Nejabat, Chair
Lisa Barkett, Vice Chair

DIRECTORS PRESENT

Mark Arabo
Donna DeBerry
Michael Gelfand
Kathlyn Mead (via Zoom)
Frederick Schenk

DIRECTORS ABSENT

Phil Blair
Joyce Rowland

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
Henry Rivera, Production Director

CALL TO ORDER

Chair Nejabat called the meeting to order at 9:33 a.m. with a quorum present and thanked Director Schenk for his years of service as Board Chair.

ROLL CALL

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

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to the Closed Executive Session at 9:34 a.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 10:35 a.m. Chair Nejabat stated that the Board of Directors considered the advice of counsel on the items listed on the Closed Session portion of the agenda and there is nothing to report.

CONSENT CALENDAR

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

None

Director Schenk moved to approve the Consent Calendar. Director DeBerry seconded the motion. Directors Nejabat, Barkett, Arabo, DeBerry, Gelfand, Mead, and Schenk were all in favor. The motion carried 7-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 8-14 of transcript)

Amy Cheshire, Carla Echols-Hayes, Martha Sullivan

EXECUTIVE REPORT

- Fairgrounds 2050 strategic planning and community outreach efforts continue and since the last meeting, staff presented to the Solana Beach City Council and met with San Diego City Council President Joe LaCava, who commended the District's strategic and deliberate approach. Two public open houses were recently held in Poway and La Mesa, with positive engagement and strong community participation supported by targeted marketing and outreach. Several board members attended, and others are encouraged to participate in future events. Four more open houses are scheduled through mid-November.
- Due diligence work on the feasibility studies necessary to facilitate the Board's decision making regarding the City of Del Mar's request to site affordable housing on the Fairgrounds is well underway and being paid for through reimbursement from the City through the California Department of Housing and Community Development (HCD) Housing Acceleration Program (HAP) grant funding the City secured to facilitate potential site selection. The reimbursement is made possible through the MOU executed between the City and the 22nd DAA.
- The Facility Condition Assessment report was received, and staff is preparing an Executive Summary of the 800+ page document. Additionally, we are working with the Del Mar Thoroughbred Club to strategize a multi-year capital expenditures plan that will not only support investments necessary to maintain the property, but also to address major projects that enhance operations and customer experiences. At the Finance Committee's recommendation, more information will be shared next month to address the report as part of the capital expenditure plan and budget.
- Governor Newsom signed AB 258 into law. This bill will significantly increase annual funding by raising the State's funding calculator for the Network of California Fairs from 0.75% to 2% of the total gross sales generated on California fairgrounds.

PUBLIC COMMENT ON EXECUTIVE REPORT (see page 30 of transcript)

None

GENERAL BUSINESS

Item 8-A: Finance Committee Report

Chair Nejabat referenced the report on page 13 of the meeting packet.

PUBLIC COMMENT ON ITEM 8-A (see page 30 of transcript)

None

Item 8-B: Fair Operations Committee Report

Director Schenk introduced CEO Carlene Moore who in turn introduced COO Katie Muller and CCO Tristan Hallman to present the recap of the 2025 San Diego County Fair and debut of the logo and branding for 2026.

PUBLIC COMMENT ON ITEM 8-B (see page 90 of transcript)

None

Item 8-C: DMTC Liaison Committee Report

Director Arabo introduced Del Mar Thoroughbred Club (DMTC) President and Chief Operations Officer Josh Rubinstein to provide a verbal report on the upcoming Fall Meet including the return of the Breeders' Cup World Championships.

PUBLIC COMMENT ON ITEM 8-C (see page 94-97 of transcript)

Jane Cartmill, Martha Sullivan

Item 8-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

PUBLIC COMMENT ON ITEM 8-D (see page 98 of transcript)

None

Vice Chair Barkett moved to approve the amendment to Policy 6.01 as presented. Director Arabo seconded the motion. Directors Nejabat, Barkett, Arabo, DeBerry, Gelfand, Mead, and Schenk were all in favor. The motion carried 7-0.

Item 8-E: Consideration and vote to approve the 2026 Board of Directors Meeting Schedule

PUBLIC COMMENT ON ITEM 8-E (see pages 99 of transcript)

None

Vice Chair Barkett moved to approve the 2026 Board of Directors meeting schedule as presented. Director Arabo seconded the motion. Directors Nejabat, Barkett, Arabo, DeBerry, Gelfand, Mead, and Schenk were all in favor. The motion carried 7-0.

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

PUBLIC COMMENT ON ITEM 8-F (see page 111-122 of transcript)

Laura DeMarco, Darren Pudgil, Brooke Miller, Joseph Smith, Carol Lazier, Abigail Hawthorne

Director Arabo moved to direct staff to amend the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar to a) implement guiding principles to ensure any amendments are in total alignment with SB79, b) reflect California's housing vision, c) require all actions and milestones to be presented to the Board for review and approval, and d) drop the exclusivity clause for the District. Director DeBerry seconded the motion. Directors Nejabat, Barkett, Arabo, DeBerry, Gelfand, Mead, and Schenk were all in favor. The motion carried 7-0.

MATTERS OF INFORMATION

New Committee Assignments can be found on pages 76-82 of the meeting packet. Correspondence information can be found beginning on page 83 of the meeting packet. Contract information can be found on page 101-117 of the meeting packet.

ADJOURNMENT

There being no further business to discuss, Chair Nejabat adjourned the meeting at 1:39 p.m.

Carlene Moore
Chief Executive Officer

ITEM 5 – Consent Calendar

November 18, 2025

Expense Contracts

Standard Agreements Exercising Option Years						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
23-024 AM2	Rolling Stages, Inc.	Grandstand Stage and Roof services	RFP	SDCF	5/1/2023-4/30/2028	\$327,966.17 AM2 (Total contract value = \$784,955.24)
24-005 AM1	Cerasoli Stafford, LLC DBA CSBimpact	Media Buy	RFP	SDCF	2/21/2024 - 2/20/2027	\$1,400,000.00 AM1 (Total Contract Value = \$4,160,000.00)
23-014 AM2	Saffire, LLC	Ticketing Services	RFP	Year-Round	3/01/2023-2/28/2027	\$765,187.00 AM2 (Total contract value = \$3,173,650.00)

Standard Agreements Exempt from Competitive Solicitation						
Contract #	Contractor	Purpose	Categorical Exemption / Exception	Effort Type	Term	Not to Exceed
22-003 AM3	It's Only Temporary	Electrical Services and Rentals	RFP	SDCF	3/15/2026 - 3/15/2027	\$194,550.00 AM3 (Total contract value = \$860,686.75)

Revenue Contracts

Standard Agreements from Competitive Solicitation - Revenue						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Amount
22-904 AM3	Racket Club One, LLC	Tennis Center Operator	RFP – Rental Agreement	Year Round	12/1/2025 - 11/30/2026	\$11,451.73 monthly

Sponsorship Agreements					
Contract #	Sponsor	Purpose	Effort Type	Term	Amount
SPO-26-014	Pizza Port	Craft beer partner	Year Round	1/1/2026 – 12/31/2028	\$141,750.00

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-024

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#:550100,600100

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Rolling Stages, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2028

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

\$784,955.24

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

The purpose of this Amendment is to exercise the second two-year option, extending the term by two (2) years and increasing the dollar amount by \$327,966.17. The maximum amount of this Agreement is hereby increased from \$456,989.07 to \$784,955.24. The Through End Date is hereby extended from April 30, 2026 to April 30, 2028.

Amendment Effective Date: April 30, 2026

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

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

Rolling Stages, Inc.

CONTRACTOR BUSINESS ADDRESS

2488 Maggio Circle

CITY

Lodi

STATE

CA

ZIP

95240

PRINTED NAME OF PERSON SIGNING

Ryan Kern

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
24-005	1	520100-30,600100-3

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
Cerasoli Stafford, LLC. DBA CSBimpact

2. The term of this Agreement is:

START DATE
February 21, 2024

THROUGH END DATE
February 20, 2027

3. The maximum amount of this Agreement after this Amendment is:
\$4,160,000.00

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 first one-year option, and to revise the service period accordingly. The term of this Agreement is hereby extended by one (1) year and the dollar amount is increased by \$1,400,000.00. The maximum amount of this Agreement is hereby increased from \$2,760,000.00 to \$4,160,000.00. The Payment Provisions (Exhibit B) have been updated to reflect the changes outlined above and are hereby replaced in their entirety. The Through End Date is hereby extended from February 20, 2026 to February 20, 2027.

Amendment Effective Date: February 20, 2026.
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.) Cerasoli Stafford, LLC. DBA CSBimpact			
CONTRACTOR BUSINESS ADDRESS PO Box 9186	CITY Rancho Santa Fe	STATE CA	ZIP 92067
PRINTED NAME OF PERSON SIGNING Robert Cerasoli	TITLE Managing Partner		
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	

EXHIBIT B, ATTACHMENT I

PRICE TABLES

Initial Term - Year One

~~February 14, 2024 - August 31, 2024 (2024 San Diego County Fair)~~ County Fair)

Line	Description	District s Estim...
1	Agency Fee	\$1 000 000
2	Talent Fee	

Initial Term - Year Two

~~September 1, 2024 - August 31, 2025~~ September 1, 2024 - February 20, 2026 (2025 San Diego County Fair)

Line Item	Description	District s Estim...
	Agency Fee	\$1 000 000
4	Talent Fee	

Option Year 1

~~September 1, 2025 - August 31, 2026~~ February 21, 2026 - February 20, 2027 (2026 San Diego County Fair)

		District s Estim...
		\$1 000 000
6	Talent	

Option Year 2

~~September 1, 2026 – August 31, 2027~~ **February 21, 2027 – February 20, 2028** (2027 San Diego County Fair)

District's Estimated Annual Spending	
\$1,000,000	
8	Talent

Option Year 3

~~September 1, 2027 – August 31, 2028~~ **February 21, 2028 – August 31, 2028** (2028 San Diego County Fair)

District's Estimated Annual Spending	
\$1,000,000	
10	Talent

Please note: Contractor's compensation shall be calculated as mark-up percentages on the net cost of advertising and on talent fees rather than as a gross commission or other hourly agency fee calculations. Therefore, for this financial bid, the proposer should bid a mark-up rate (percentage) that is inclusive of the full scope of work indicated in the RFP.

The District's budget for paid advertising has ranged between \$800,000 to \$1,100,000 annually. Agency mark-up for execution of planned campaign must include all program expenses and agency retainers including but not limited to planning, execution, travel, related consultations, and other deliverables under the Scope of Work. Note: Commission payments shall be calculated based on actual ad buys made by Agency (through reconciled invoices), not based on District's advertising budget or on District's total ad buys.

District's Estimated Annual Spending: Amounts entered in this column are for Proposal evaluation and scoring only. Actual amounts may vary.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

23-014

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#: 690120-65

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

Saffire, LLC

2. The term of this Agreement is:

START DATE

March 1, 2023

THROUGH END DATE

February 28, 2027

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

\$3,173,650.00

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 second one-year option, extending the contract term by one year and increasing the dollar amount by \$765,187.00. The maximum amount of this Agreement is hereby increased from \$2,408,463.00 to \$3,173,650.00. The Through End Date is hereby amended from February 28, 2026 to February 28, 2027.

Amendment Effective Date: February 28, 2026

*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.)

Saffire, LLC

CONTRACTOR BUSINESS ADDRESS

248 Addie Roy Road, Suite B 106

CITY

Austin

STATE

TX

ZIP

78746

PRINTED NAME OF PERSON SIGNING

Aaron Pederson

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-003

AMENDMENT NUMBER

3

Purchasing Authority Number

600100-10,50,60,00

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

It's Only Temporary, Inc.

2. The term of this Agreement is:

START DATE

March 15, 2022

THROUGH END DATE

March 14, 2027

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

\$ 860,686.75

Eight Hundred Sixty Thousand Six Hundred Eighty Six Dollars and Seventy Five Cents

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

The purpose of this Amendment is to add funding to cover excess usage and anticipated increased usage over original estimates, and to exercise the last one-year option, extending the contract term by one year and increasing the dollar amount by \$194,550.00.

The maximum amount of this Agreement is hereby increased from \$666,136.75 to \$860,686.75. The Through End Date is hereby amended from March 14, 2026 to March 14, 2027.

Amendment Effective Date: March 14, 2026

*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.)

It's Only Temporary, Inc.

CONTRACTOR BUSINESS ADDRESS

370 Jeremiah Drive, Unit E

CITY

Simi Valley

STATE

CA

ZIP

93065

PRINTED NAME OF PERSON SIGNING

Ronda Jennings

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Term Sheet**Exercise of Option Year – Operator Rental Agreement****Operator:**

Racket Club One, LLC

Premises:

Tennis courts and clubhouse located in the Surf & Turf Recreation Center
15555 Jimmy Durante Blvd., Del Mar, CA 92014

Reference Agreement:

Existing Rental Agreement No. 22-904 between 22nd District Agricultural Association (22nd DAA) and Racket Club One, LLC (Renter).

1. Purpose:

To exercise the third of four one-year options to renew from December 1, 2025, through November 30, 2026.

2. Premises Use:

Operation of the Tennis Center

3. Rent Structure:

For each year that an option year is exercised by 22nd DAA, subsequent monthly rent shall increase automatically each year by a percentage equal to the percentage change in the Consumer Price Index (CPI) statistics published by the United States Bureau of Labor immediately prior to the expiration date of the then-current term. The rent with a 3.0% CPI increase is as follows:

<u>Rental Term</u>	<u>Monthly Rent</u>
December 1, 2025 – November 30, 2026	\$11,451.73

4. Facility Usage Fee:

Operator shall pay a pro rata monthly Facility Usage Fee to cover costs incurred by 22nd DAA for utilities (gas and electric) and maintenance of the area, excluding those costs paid directly by Operator.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 11/19)

SPO-26-014

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

22nd District Agricultural Association

Pizza Port

2. The term of this Agreement is: **January 1, 2026 – December 31, 2028**

3. The amount of this Sponsorship Agreement is: **\$141,750.00**

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

Exhibit A – Sponsorship Terms

Exhibit B – Insurance Requirements

Sponsor agrees to provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made part of this Agreement.

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

SPONSOR		California State Use Only <
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SPO-26-014

Pizza Port

Exhibit A - Sponsorship Terms

2026, 2027 and 2028 San Diego County Fairs and Del Mar Thoroughbred Race Meets

1. This sponsorship agreement ("Agreement") includes the terms and conditions to which Pizza Port ("Sponsor") has agreed to in providing products and/or services during the 2026, 2027 and 2028 San Diego County Fairs ("Fair"), produced by the 22nd District Agricultural Association, a California state institution ("State", "District" or "22nd DAA") and Del Mar Thoroughbred Race Meets produced by the Del Mar Thoroughbred Club ("DMTC"). The total cost of this sponsorship Agreement is \$141,750.00.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than December 15, 2025.
3. Sponsor shall make a payment of \$47,250.00 in each year of this agreement on the following schedule:
 - a. A \$23,625 payment on or before May 1, 2026. A \$23,625 payment on or before August 1, 2026.
 - b. A \$23,625 payment on or before May 1, 2027. A \$23,625 payment on or before August 1, 2027.
 - c. A \$23,625 payment on or before May 1, 2028. A \$23,625 payment on or before August 1, 2028
4. Sponsor shall not enter into any third-party promotions without prior written authorization from the 22nd DAA.
5. Without the prior written consent of the 22nd DAA, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, the Del Mar Thoroughbred Club ("DMTC") and their respective agents, directors, and employees (collectively the "22nd DAA") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the 22nd DAA. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the 22nd DAA with respect to the sole negligence or willful misconduct of the 22nd DAA, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture, or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the 22nd DAA or the State of California.
8. Where the terms of this Agreement or the 22nd DAA's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor's documents, both parties agree that the terms set forth in the 22nd DAA's documents shall supersede and take precedence over Sponsor's proposal or Sponsor's documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations, or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the 22nd DAA shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney's fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the 22nd DAA may enter into agreements with other

Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products, and supplies, except to the extent caused by the sole negligence or willful misconduct of the 22nd DAA. Inadequate protection or security cannot be considered negligence of the 22nd DAA.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient, and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently always displayed. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the 22nd DAA, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to the 22nd DAA's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by 22nd DAA management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange, or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the 22nd DAA to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 22nd DAA, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to 22nd DAA. A decision by the 22nd DAA, in writing, shall be given to the Sponsor within four hours of receipt of such a statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The 22nd DAA reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the 22nd DAA to be paid to the Sponsor. If the Sponsor has any vehicles, equipment, and materials on 22nd DAA property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by the 22nd DAA to be inappropriate or detrimental to the interests of the 22nd DAA, it is agreed that the 22nd DAA may immediately terminate this Agreement.
19. It is understood and agreed that neither the 22nd DAA nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either 22nd DAA or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall

terminate. Except for delay or failure in performance caused by “Force Majeure,” nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or unless due by default of the 22nd DAA, if Sponsor shall for any reason fail to occupy the 22nd DAA, no refund shall be made of any amounts paid by Sponsor to the 22nd DAA hereunder.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.

21. The San Diego County Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors’ employees, agents, and vendors comply with this policy.

22. **Responsibilities of Sponsor:**

- a. Provide support consisting of media and onsite promotions at both the annual Fair and race meets. This support to be mutually decided.
- b. Sponsor, the District and DMTC will collaborate on a summer promotional campaign in each year of this Agreement. This will be highlighting Sponsor’s brand or brands of choice at both the Fair and the race meets. Platform will be across traditional media and social media networks. Details to be mutually determined.
- c. Provide to the District’s Sponsorship office prior to each Fair and race meet, examples of all literature, samples, and merchandise to be distributed during events. Only District approved items may be distributed by Sponsor.
- d. Provide Sponsor’s brand logo(s) and ad creative to the District’s and DMTC’s Sponsorship offices upon request. Any District or DMTC usage will be submitted to Sponsor for prior approval.
- e. Provide all Sponsor temporary banners and structures to be used in conjunction with this Agreement, except for permanent and directional signage.
- f. Work with the District’s master concessionaire to decorate and theme identified locations on a mutually decided basis.
- g. Sponsor may create and distribute a custom branded product that incorporates property’s name and/or IP (e.g.: custom packaging, etc.). Any use of name or IP to receive prior approval by the 22nd DAA and/or DMTC.

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

A. San Diego County Fair

1. Exclusivity:

Exclusive Local Craft Beer Marketing Partner. It is understood there will be an additional two national craft partners. It is understood there will be an additional local craft partner.

2. Branded Location:

- a. The Fair will designate an area for Pizza Port branding. This area is just adjacent to the main avenue. All branding to be mutually decided.

3. Signage:

- a. Place the Pizza Ports brand(s) on Main Parking Lot LED board every day of the fair. Minimum 2 minutes each hour.
- b. Place the Pizza Port brand(s) on main entrance signs listing all the Fair’s sponsors.

4. Media/Advertising:
 - a. Pizza Port logo included on all day sheets/fair maps for the Fair with the other sponsors.
 - b. Pizza Port logo inclusion on the Fair's website for the duration of this Agreement.
 - c. Logo inclusion in a fair social media post.
5. Co-authored Summer Social Media Campaign
 - a. Sponsor and the District will collaborate on a summer targeted social media campaign highlighting the Pizza Port brand.
 - b. Platforms are Instagram and Facebook with a mutually agreed upon demo.
6. Tickets/Hospitality
 - a. One hundred Fifty (150) admission tickets.
 - b. Twenty five (25) single day track parking passes.
 - c. Two (2) track season parking passes.
 - d. Six (6) photo ID's for Sponsor staff.
 - e. Provide a ticket bank of 30 tickets for the grandstand shows in each year of this agreement. Requests for these tickets subject to availability.
 - f. Provide a ticket bank of thirty (30) tickets in each year of this agreement for the Sound. Tickets subject to availability

24. **Responsibilities of DMTC:**

5. Exclusivity:

Exclusive Local Craft Beer Marketing Partner. It is understood there will be an additional two national craft partner. It is understood there will be an additional local craft partner.
6. Branded Location:
 - a. DMTC will designate an area for Pizza Port branding. This area is located on the second floor of the Stretch Run (currently titled "Jockey Box"). All branding to be mutually agreed upon.
7. Signage:
 - a. Pizza Port creative/logo to be rotated upon Del Mar's Main Entrance LED, daily
 - b. Pizza Port creative/logo to be rotated upon Del Mar's "1st panel" (trackside) LED, daily
8. Media/Advertising:
 - a. One (1) thirty-second spot to be run upon Del Mar's daily simulcast
 - b. One-third (1/3) page program ad in the Daily Program
6. Co-authored Summer Social Media Campaign
 - a. Sponsor and the District will collaborate on a summer targeted social media campaign highlighting the Pizza Port brand.
 - b. Platforms are Instagram and Facebook with a mutually agreed upon demo.
7. Tickets/Hospitality
 - a. Two hundred and fifty (250) admission tickets, not valid Opening Day
 - b. One-thousand (1000) tickets to Del Mar Industry Day

- c. Four (4) set of Turf Club (summer and fall) credentials
- d. Provide a ticket bank of ten (10) tables valid for the summer and fall race meet
- e. Provide one (1) table of four (4) guests on Opening Day: July 20, 2026. F&B separate
- f. Provide one (1) table of ten (10) guests on Pacific Classic Day: August 31, 2026. Hosted F&B.



Item 7, Executive Report –

Quarterly progress report on Master Site Plan public outreach and engagement

In Brief:

- The 22nd District Agricultural Association (22nd DAA) Board of Directors established a countywide community outreach and input process as the first step in its master site planning process to shape the future of the 22nd DAA's three campuses – the Del Mar Fairgrounds, Del Mar Horsepark, and Surf & Turf Recreation Center (the Fairgrounds).
- The 22nd DAA, with assistance from contracted communications consulting firm Southwest Strategies, has created a multi-pronged community outreach and input process and a volunteer body to analyze technical considerations of the 22nd DAA's properties.
- The 22nd DAA has hosted five Open House sessions across San Diego County with one additional event scheduled at the Del Mar Fairgrounds on November 18.
- Reports on technical consideration and public input efforts are forthcoming.
- The Board and Committees will begin discussing next steps in 2026.

Background:

The 22nd DAA Board is engaged in a master site planning outreach process called "Fairgrounds 2050." This process is meant to provide the Board with information regarding the public's ideas and thoughts around a future master site plan for the Fairgrounds.

The Board of Directors in May 2024 adopted its first guiding principle for the process: "The District will remain committed to serving the San Diego County community, and therefore a broad countywide community outreach and input process will be foundational to the master site planning process. In addition, previous relevant community input will also be considered." The Board later adopted an additional 15 guiding principles that fell into five categories: Community Focus, Purposeful Planning, Accessibility, Commitment to Environmental Stewardship, and Economic Impact & Financial Responsibility.

The 22nd DAA engaged strategic communications firm Southwest Strategies on the public outreach and input efforts (with the intention of working with other consultants on master site planning and design).

The communications effort has focused on the following:

- Building awareness of Fairgrounds 2050 through meetings and briefings of local elected officials and other influential figures in San Diego County.
- Soliciting quantitative data through commissioning and building out a statistically significant, representative sample poll of San Diego County residents.
- Soliciting qualitative data through an activation in the infield at the 2024 San Diego County Fair, the deployment of QR codes on available hard-stock Fair tickets, and a survey on the Del Mar Fairgrounds' website.
- Increasing public awareness of the Fairgrounds 2050 effort through the news media.
- Planning and executing open house events in different parts of San Diego County to raise public awareness and receive early input from the residents the 22nd DAA serves.

In addition, Southwest Strategies also worked with the 22nd DAA to assemble a pro-bono Technical Advisory Coalition (TAC) to assess and analyze technical challenges and opportunities for the property.

The following provides a breakdown of work completed since the last quarterly update at the September Board meeting.

For reference, a "game board" map that visualizes the Fairgrounds 2050 process is included in Board members' binders and at delmarfairgrounds.com/2050.

Public Input and Outreach:

The Board received an update at its September meeting on a statistically significant survey of San Diego County residents and the 22nd DAA's work to brief City Councils, elected officials, and other major organizations.

In October, the 22nd DAA began its countywide Open House tour in October.

Five Fairgrounds 2050 Open House events have been hosted to solicit input and feedback on the master site planning effort and considerations:

- October 1 – Poway
- October 6 – La Mesa
- October 20 – San Diego (Balboa Park)
- October 29 – San Marcos
- November 13 – Chula Vista

These events have been announced and advertised through a series of mediums, including:

- Paid digital advertising
- Mass emails
- News media
- Del Mar Fairgrounds and San Diego County Fair social media channels
- Elected officials' and organizations' newsletters
- Delmarfairgrounds.com

Each of the most recent four Open House events were attended by 30-40 people — more than initially expected by Southwest Strategies. The Poway event (the first event) drew about 15 attendees. Attendees have provided feedback on potential uses, ideas, concepts, and advice they would like to see reflected in the Fairgrounds of the future.

The final Open House event is scheduled to be at The Sound the November 18 Board meeting.

Technical Advisory Coalition

Following a tour of the Fairgrounds and guided discussion with the TAC Liaison Committee and 22nd DAA staff in May 2025, Southwest Strategies facilitated additional discussions with TAC members grouped by their areas of expertise.

Southwest Strategies has worked with the Technical Advisory Coalition (TAC) — a team of volunteer experts in key subject areas — on two primary goals:

1. To provide expert insight into potential technical constraints and opportunities for the property under the following areas of focus:
 - Zoning, permitting and coastal land use
 - Environmental mitigation and design
 - Economic development, tourism and recreation
 - Building design and energy efficiency
 - Biological resources
 - Sea-level rise, seismic activity and liquefaction
 - Geology and soils
 - Transit and traffic
2. To produce a technical considerations framework that will inform the development of the design principles for the new Master Site Plan.

Southwest Strategies is now working on developing the TAC report.

Additional Outreach

Since the last quarterly report in September 2025, the 22nd DAA has continued to brief organizations and individuals on the Fairgrounds 2050 process, including:

- The Solana Beach City Council
- The Del Mar City Council
- San Diego City Council President Joe LaCava
- The Del Mar Village Association

Next Steps:

Southwest Strategies will provide a briefing at the 22nd DAA's November Board meeting. The 22nd DAA Board — through the master site planning phase II committees assigned by the Board Chair — will begin working on subsequent phases of the Fairgrounds 2050 process, which will ultimately yield a new master site plan. A new master site plan will require California Coastal Commission approval.



Item 7, Executive Report

Executive Summary of the September Financials [Information Item]

Overview:

Accompanying this Executive Summary are preliminary financial reports for September 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 the 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). Year-to-date comparative data for fiscal years 2023 and 2024 are included in the Balance Sheet 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 September 2025 remains favorable compared to the approved budget. Operations for the month of September exceeded expectations by \$358K, while year-to-date results are ahead of budget by \$4.5M. 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 September is slightly higher than for the same period in 2024. All fully approved and outstanding accounts payable invoices were paid during the month.

Monthly Performance (September 2025)

As summarized below, in September, revenues were 18% (\$635K) below budget, primarily due to the cancellation of the KAABOO 2025 festival. This event had projected Facility Rental and Parking revenues of \$262K and \$336K, respectively, which were not realized. Additionally, Food & Beverage (F&B) sales fell short by \$399K during the month. Operating expenses for the month were 25% (\$994K) below budget. Key areas of savings included professional services, supplies and payroll and related expenses. Food & Beverage expenses were slightly higher than expected (by \$57K) due to excess inventory and fixed costs.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	-18% / -\$635K	KAABOO 2025 cancellation
Food & Beverage Revenues	●	-23% / \$399K	KAABOO 2025 cancelation
Facility Rentals	●	-19% / -\$196K	KAABOO 2025 cancellation
Parking Revenues	●	-68% / \$279K	KAABOO 2025 cancellation
Operating Expenses Savings	●	-24% / -\$994K	Savings in payroll, services, and programs expenses.

Year-to-Date Performance (Jan-Sep 2025)

For the first nine months of 2025, results remain favorable compared to budget by approximately \$4.5M. This variance is almost entirely due to realized savings in expenses, with year-to-date costs running below forecast by 9% (\$6.8M). Savings were achieved across payroll, contracted professional services, and facility-related costs. Revenue fell short of budget by 3% (\$2.1M). Sponsorships and interest earnings remain a bright spot, exceeding budget by 33% (\$673K) and 94% (\$526K), respectively. Facility rentals and Concessions during the fair (which include ride-and-game operations and food concessions) as previously reported were below expectations.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	-3% / -\$2.1M	Driven by Fair-related categories, KAABOO 2025 festival cancelation
Operating Expenses	●	-9% / -\$6.72M	Expense savings across multiple areas
Concessions Revenue	●	-3% / -\$1.41M	Midway under budget (-8%), F&B ahead by +1%
Payroll & Related	●	-9% / -\$1.47M	Vacancies and reduced temp labor
Professional Services	●	-10% / -\$2.54M	Favorable timing and reduction of expenses
Admissions	●	-6% / -885K	Driven by Fair attendance
Facility Rentals	●	-8% / -\$609K	Below budget expectations
Parking Revenues	●	-18% / -\$1.17M	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.
- Accrued Employee Leave: Current value of accrued leave owed upon separation.

Legend

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

22nd DAA
Consolidated Balance Sheet (DAA, RTA, RTLCL) As of September 30, 2025

	2025	2024	2023
Assets			
1 Cash	\$ 27,147,701	\$ 38,218,843	\$ 39,668,860
Reserves Fund	11,250,000	-	-
Restricted Cash - JLA	133,934	79,224	58,658
2 Restricted Cash - F&B Equipment Fund	29,598	51,157	46,467
3 Restricted Cash - RTA	10,284,428	11,568,084	12,672,212
Total Cash and Cash Equivalents	48,845,661	49,917,307	52,446,197
Accounts Receivable	1,125,555	2,982,452	1,349,723
Prepaid Expenses	591,249	711,057	670,444
4 Deferred Outflows Pension	7,035,722	7,035,722	5,298,571
Total Current Assets	8,752,526	10,729,231	7,318,738
Land and Land Improvements	46,998,212	46,998,212	45,166,113
Building and Improvements	218,544,813	217,950,449	217,564,033
Equipment	40,713,500	39,846,362	38,795,274
Capital Projects in Process	1,327,601	3,226,563	1,806,615
Accumulated Depreciation	(202,196,701)	(199,504,722)	(189,135,880)
Total Capital Assets	105,387,426	108,516,864	114,196,154
Total Assets	\$ 162,985,612	\$ 169,163,403	\$ 173,961,089
Liabilities			
Accounts Payable	8,034,379	7,799,115	8,256,875
Payroll Liabilities	1,317,284	1,255,650	727,928
Accrued Liabilities	1,795,839	1,647,883	1,896,271
Other Current Liabilities	699,861	617,167	202,777
6 Deferred Revenue	1,155,784	1,781,520	1,271,333
5 Current Long Term Debt	1,207,165	2,021,583	2,537,472
7 Accrued Employees Leave Liabilities	1,330,684	1,145,453	1,348,429
8 Long Term Debt	53,360,582	56,210,122	59,733,477
Reserve - F&B Equipment Fund	381,310	260,071	189,815
Reserve - JLA	60,691	43,292	36,607
4 Pension Liability	21,689,409	21,517,114	40,090,529
4 Deferred Inflows - Pension	1,717,258	1,717,258	1,754,199
Total Liabilities	92,750,245	96,016,228	118,045,712
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	6,745,288	21,004,706	3,504,543
Total Net Resources	70,235,367	73,147,174	55,915,377
Total Liabilities and Net Resources	\$ 162,985,612	\$ 169,163,403	\$ 173,961,089

1. Repaid Paycheck Protection Program (PPP) Loan in October 2024. Per Policy 4.05 Financial Reserves, earmark \$11.25M for Reserves Fund.
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 September 30, 2025
DAA

	September 2025			Year-to-Date			Full 2025
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	0	0	0	13,556,496	14,441,375	(884,879)	14,441,375
<i>Gates</i>	0	0	0	13,556,496	14,441,375	(884,879)	14,441,375
Concessions Revenue	1,316,267	1,714,359	(398,092)	40,992,160	42,405,155	(1,412,995)	49,286,503
<i>Food & Beverage Contract</i>	1,311,985	1,710,709	(398,724)	18,927,637	18,788,696	138,941	25,641,444
<i>Other Food & Beverage</i>	0	0	0	4,861,841	4,820,000	41,841	4,820,000
<i>Midway</i>	0	0	0	17,092,582	18,697,839	(1,605,257)	18,697,839
Facility Rentals Revenue	803,472	999,531	(196,059)	7,022,239	7,631,999	(609,760)	10,079,614
<i>Commercial</i>	0	0	0	3,261,660	3,549,710	(288,050)	3,549,710
Leases Revenue	55,027	51,164	3,863	487,281	452,508	34,773	606,000
Program Revenues	162,747	444,500	(281,753)	6,109,631	7,355,003	(1,245,372)	8,007,033
<i>JLA</i>	0	0	0	54,692	22,500	32,192	22,500
<i>Parking</i>	134,384	413,500	(279,116)	5,332,523	6,507,203	(1,174,680)	7,070,933
<i>Participation Fees</i>	0	0	0	284,385	380,000	(95,615)	380,000
<i>Satellite Wagering</i>	28,363	31,000	(2,637)	438,031	445,300	(7,269)	533,600
OPERATING REVENUE TOTALS	2,337,514	3,209,554	(872,040)	68,167,808	72,286,040	(4,118,232)	82,420,525
Contributions	3,900	3,900	0	2,761,025	2,108,140	652,885	2,039,840
<i>Sponsorships</i>	3,900	3,900	0	2,745,065	2,072,140	672,925	1,303,840
Other Non-Operating Revenue	449,551	198,571	250,980	1,844,337	808,135	1,036,202	1,025,905
<i>Interest Earnings</i>	434,199	187,500	246,699	1,089,231	562,500	526,731	750,000
Reimbursed Costs	68,486	87,911	(19,425)	678,466	738,191	(59,725)	2,158,954
Prior Year Revenue	5,619	0	5,619	310,782	0	310,782	0
NON-OPERATING REVENUE TOTALS	527,557	290,382	237,175	5,594,610	3,654,466	1,940,144	5,224,699
TOTAL REVENUE	2,865,070	3,499,936	(634,866)	73,762,417	75,940,506	(2,178,089)	87,645,224
EXPENSES							
Payroll & Related Expense	1,089,719	1,406,706	316,988	14,498,563	15,971,154	1,472,591	20,004,959
<i>Professional Development</i>	6,950	35,750	28,800	81,927	237,545	155,618	321,308
Professional Services Expense	1,604,492	1,963,004	358,512	23,157,153	25,694,002	2,536,849	32,343,018
<i>Food & Beverage Expense</i>	1,353,727	1,296,246	(57,481)	14,982,802	14,933,490	(49,312)	20,424,275
Insurance Expense	180,884	205,999	25,115	1,593,812	1,592,710	(1,102)	2,175,708
Facility & Related Expense	215,267	357,860	142,593	5,835,131	6,359,093	523,962	7,560,830
<i>Equipment & Small Ware</i>	0	0	0	80,990	0	(80,990)	0
<i>Telephone & Internet</i>	8,582	8,349	(233)	78,678	74,896	(3,782)	100,318
<i>Repairs & Maintenance</i>	34,103	88,296	54,193	824,016	833,664	9,648	1,066,052
<i>Utilities</i>	167,847	240,091	72,244	2,845,158	3,147,946	302,788	4,064,500
- <i>Electricity</i>	138,944	-	-	1,554,860	-	-	-
- <i>Water</i>	13,511	-	-	650,995	-	-	-
Supplies Expense	(55,921)	61,925	117,846	1,364,738	1,845,645	480,908	1,971,470
Marketing & Related Expense	2,382	5,000	2,618	1,295,042	1,422,175	127,133	1,427,175
Program Expenses	32,826	53,464	20,638	16,168,030	17,521,869	1,353,839	17,624,610
<i>Prizes & Premiums</i>	0	0	0	95	0	(95)	0
<i>Artists & Entertainment</i>	0	0	0	5,994,254	6,400,850	406,596	6,400,850
<i>Midway Operator Expenses</i>	0	0	0	9,758,190	10,545,194	787,004	10,545,194
Other Operating Expense	72,127	81,284	9,157	2,042,633	2,278,105	235,472	2,515,339
<i>Bank & Service Fees</i>	5,767	15,364	9,597	1,410,901	1,628,500	217,599	1,668,694
<i>Interest Expense</i>	65,885	65,920	35	611,613	612,400	787	809,440
OPERATING EXPENSE TOTALS	3,141,777	4,135,243	993,466	65,955,103	72,684,754	6,729,652	85,623,109
Other Non-Operating Expense	0	0	0	82,357	0	(82,357)	0
<i>Prior Year Expense</i>	0	0	0	82,357	0	(82,357)	0
NON-OPERATING EXPENSE TOTALS	0	0	0	82,357	0	(82,357)	0
TOTAL EXPENSE	3,141,777	4,135,243	993,466	66,037,460	72,684,754	6,647,294	85,623,109
NET INCOME (LOSS)	(276,706)	(635,307)	358,601	7,724,958	3,255,752	4,469,206	2,022,115

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

Food & Beverage Report Sep-25

September 2025 Food Service Revenues were \$1,311,985. Budgeted Revenues for September 2025 were \$1,710,709

Net distribution to the District for September 2025 was (\$42,172) or -3.2%. Budgeted distribution for September 2025 was \$473,672 or 27.7%.

Year-to-date 2025 distribution to the District is \$4,539,287 or 24.0%. The budgeted distribution for YTD 2025 was \$4,415,093 or 23.5%.

Sep-25	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	1,311,985	100.0%	1,710,709	100.0%	1,786,911	100.0%
TOTAL COGS	212,160	16.2%	242,113	14.2%	(248,765)	-13.9%
GROSS MARGIN	1,099,825	83.8%	1,468,596	85.8%	2,035,676	113.9%
TOTAL PAYROLL	916,170	69.8%	761,239	44.5%	1,246,931	69.8%
OPERATING EXPENSES	225,826	17.2%	233,684	13.7%	248,954	13.9%
NET PROFIT	(42,172)	-3.2%	473,672	27.7%	539,791	30.2%
CLIENT DISTRIBUTION	(36,900)	-2.8%	414,463	24.2%	472,317	26.4%

YTD	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	18,944,576	100.0%	18,788,696	100.0%	17,424,809	100.0%
TOTAL COGS	3,920,879	20.7%	3,840,473	20.4%	3,658,237	21.0%
GROSS MARGIN	15,023,697	79.3%	14,948,223	79.6%	13,766,572	79.0%
TOTAL PAYROLL	8,272,246	43.7%	8,101,442	43.1%	7,876,141	45.2%
OPERATING EXPENSES	2,212,165	11.7%	2,431,688	12.9%	2,049,539	11.8%
NET PROFIT	4,539,287	24.0%	4,415,093	23.5%	3,840,892	22.0%
Y-T-D CLIENT DISTRIBUTION	3,971,876	21.0%	3,863,206	20.6%	3,360,781	19.3%



Item 7, Executive Report – Board Annual Work Plan Strategy Session

[Informational Item]

In Brief:

- Policy 3.09 (Organizational Planning) adopted August 8, 2023 outlines the Board's major planning responsibilities for the organization.
- The Board Chair has appointed Committees, and the CEO will present proposed budgets at the November meeting.
- The Executive Committee and CEO have developed a preliminary list of topics to cover and discuss in the January meeting with a goal of setting the Board's intentions, goals, and plans for 2026.

Background:

In 2023, the 22nd DAA Board adopted Policy 3.09, which assigns responsibilities for developing a comprehensive framework for planning, setting priorities, and reporting. Under the policy:

- The Board is responsible for developing a Master Site Plan and Strategic Plan to guide the organization's work and establish CEO performance expectations.
- The CEO is responsible for developing the Annual Operating Plan that supports the strategic direction established by the Board.
- The Board Chair is responsible for preparing and presenting to the Board an outline for the year's meetings and activities that achieves continual improvement of the Board performance including election of officers, delegation of authority, check signing authorities, Board education including State-mandated training courses, and any planned review of the Policies.

Process/Approach:

At the October Board meeting, the Board approved a calendar of meetings for 2026. The 2026 Delegation of Authority and check signing authorities are on the November Board meeting agenda.

The Board Chair also released initial Committee appointments and charges in October and updated Committee appointments and charges in November.

In support of the Board's strategic direction and annual operating plan, the CEO in November will present to the Board a proposed operating budget, financial forecasts, and capital expenditures budget for 2026.

In addition, at the November Board meeting, as part of the Executive Report, the CEO will brief the Board on plans for a working strategy session at its January meeting.

Based on discussions with the Executive Committee, the January session will include discussion of the following topics:

- A review of current 22nd DAA policies
- Discussions of ideas for new policies
- Roles and responsibilities of Board members and the CEO
- Near-term (1-5 years) vision for business development
- Master site plan:
 - The transition from initial public outreach and input to business discussion and analysis
 - Site visits to "parallel concepts" – including other Fairs, fairgrounds, horse racing tracks, and other venues and uses
 - Alignment of the Board's plans and timelines with the roadmap and guiding principles adopted by the Board.
- The timing of Board agenda topics and presentations
- Potential communications and process improvements
- Community engagement efforts

Next Steps:

The January session is meant to provide the Board an opportunity to collaborate on setting its strategic direction, expectations, and timelines for the coming year. The CEO will work with the Executive Committee to finalize plans and topics for the meeting.

**MEDIA CONTACT:**

Jordan Solario
CFA@fairsnet.org
(916) 927-3100

FOR IMMEDIATE RELEASE

October 13, 2025

California Fairs Celebrate the Signing of AB 258, Strengthening Fair Funding Statewide

SACRAMENTO, Calif. — The California Fairs Alliance (CFA) is proud to announce that Governor Gavin Newsom has signed Assembly Bill 258 (AB 258), a landmark piece of legislation authored by Assembly Member Damon Connolly (D-San Rafael) and supported by the CFA. This crucial bill will significantly increase annual fair funding by raising the state's funding calculator from 0.75% to 2% of total gross sales generated on California fairgrounds.

The signing of AB 258 marks a major milestone in ensuring the sustainability and vitality of California's fair network. By modernizing the fair funding structure, the state is investing directly in the future of community fairs — vital spaces that support local economies, celebrate agriculture, and strengthen community connection.

The passing of AB 258 is a huge success and testament to the importance of California's fairgrounds. For California Fairs Alliance this legislation not only solidifies the role we have in uniting our fairs and representing a unified voice in the industry, but it also affirms our commitment to advocacy, advancement, and representation of fairs and fairgrounds. For decades CFA has worked closely with the California Department of Food and Agriculture and advocated the cultural, economic and agricultural significance of our fairs. As we begin to look into 2026, we are proud to carry forward this legacy with renewed momentum because we truly are stronger together. — **David Dillabo, Chair of the Board, California Fairs Alliance**

AB 258 successfully moved through the legislative process and was presented to Governor Gavin Newsom on September 16, 2025, for his signature. Once signed into law, the new 2% funding metric immediately enhances the financial stability and provides much needed resources to fairs statewide. The success of AB 258 was made possible through the collective advocacy and dedication of the California Fairs Alliance membership, whose letters of support, testimonies, and engagement demonstrated the widespread importance of investing in the future of fairs.

This is an incredible accomplishment for California Fairs Alliance and for our California fairs and fairgrounds. Our CFA Board has worked tirelessly to support the growth and sustainability of the California Fair industry; it is incredibly rewarding to see years of dedication and collaboration cross the finish line with AB 258 becoming law. We extend our sincere thanks to Assembly Member Connolly for authoring this important bill, our advocacy team Louie Brown, Kahn, Soares & Conway and Norm Towne for their huge efforts. And, to our members — I extend a sincere thank you to each of you for your unwavering support. This was truly a monumental task, and we are thrilled to see all the hard work come to fruition.

— **Sarah Cummings, President & CEO, California Fairs Alliance and Western Fairs Association**

This achievement underscores the power of collaboration and advocacy. California's fairs have long served as cornerstones of local heritage and economic development, and AB 258 ensures that these community institutions continue to thrive for generations to come.

For more information on California Fairs Alliance visit californiafairsalliance.com

About the California Fairs Alliance (CFA):

The California Fairs Alliance is a division of Western Fairs Association and represents the unified voice of California's fairs, advocating for fair funding, operational sustainability, and community impact. Through collaboration and leadership, CFA works to strengthen the fair industry's role in agriculture, education, and community engagement statewide.

###



Fairground & Event Center Symposium

Agenda

Location: California Exposition & State Fair
1600 Exposition Blvd., Sacramento, CA 95815

Date: 11/3/2025 – 11/4/2025

Accommodations: Attached are a few hotel locations that are relatively close. For dinner on Tuesday [ParkWhiz: Find and Book Parking Anywhere](#) can be used to find and reserve spots close by in a parking garage or open air lots. Street parking is also available.

Spend the day with: Industry officials and experts on a plethora of topics relevant to community building and managerial success.

Day 1 – Monday

CDFA Training

Arrival at 1pm

Snacks and drinks will be provided.

Topics will include

- Board Appointments
- Roles & Responsibilities for CEOs & Boards
- Conducting Effective Board Meetings
 - Bagley-Keene Requirements
 - Delegated Authority
 - Business Without Quorum
- Onboarding/Offboarding CEOs and Board Members
- Form 700
- CalFIRE Base Camp Group Discussion

Appetizers and refreshments will be provided at the end of the day at Cal Expo 5pm – 7pm.

Day 2 – Tuesday

Panel Sessions and Speakers

Arrival at 9am

Coffee, Breakfast & Lunch will be provided.

Topics will include

- **Panel 1:** Advocacy with Impact: From Policy to Partnership
- **Fireside Chat with Mark Ghilarducci:** Prepared, Connected & Ready: What it Takes to Lead in a Disaster
- **Lunch:** Special Guest Presentation
- **Panel 2:** From Crisis to Connection: Communicating Effectively
- **Panel 3:** 365 Days of Opportunity & Revenue
- Closing Remarks & CEO Open Forum (Closed Session)

Hosted Dinner at Cafeteria 15L from 6pm – 9pm
[1116 15th St, Sacramento, CA 95814](#)

If you have any questions,
please reach out to Kaylen at kaylen.yates@cdfa.ca.gov

We look forward to seeing you!

Fairground & Event Center Symposium

Sneak Peek at the Guest Speakers!

Jason Kinney



Jason Kinney, Co-Founder of Axiom Advisors, is a respected Sacramento-based public affairs consultant and political communications expert, who has advised California's best known public officials, most prominent job creators, and most impactful political associations. Before Axiom, Kinney served as a Partner at California Strategies LLC, where he worked as a public affairs and communications strategist, with a specialty in health care issues. His clients included major health-care organizations, telecommunications and content production companies, professional sports franchises and statewide ballot measure campaigns. His work on their behalf included public outreach and education campaigns, strategic consulting, media relations and event management.

Recognized as one of the nation's leading Emergency Managers, Mark Ghilarducci boasts four decades of exceptional service in Public Safety, Government Management and Crisis Management across local, state, federal and private sectors. His leadership spans diverse roles, including his influential tenure at the California Governor's Office of Emergency Services (Cal OES) and his involvement in shaping policy, disaster response and international crisis management.

Mark Ghilarducci's distinguished career showcases his unwavering commitment to Public Safety, Crisis Management and Disaster Recovery. His extensive experience across multiple sectors and his visionary initiatives have left an indelible mark on California, the nation and the world.

Mark Ghilarducci



Steve Maviglio



Steven Maviglio is the principal of Forza Communications, a Sacramento, California-based strategic communications firm specializing in Environmental policy issues and campaigns. He has worked on a variety of environmental issues including the state's plastic bag plan, Marine Life Protection Act, opposing the Poseidon water desal plant, the Groundwater Protection Act, recycling legislation, and the Safe and Affordable Water Drinking Act.

Steve was recently inducted into Capitol Weekly's "Hall of Fame" and named by Campaigns & Elections magazine as one of the most influential campaign strategists in California. Before starting his own firm, Steve was Deputy Chief of Staff for two history-making California Assembly Speakers, Fabian Nunez and Karen Bass, and was a communications consultant for Assembly Speaker John A. Perez. Before joining the Legislature, Steve was Press Secretary and communications director for Governor Gray Davis. He directed communications during the California energy crisis, California fires, and other events covered by the national media.

Roger Salazar



Roger Salazar is the President of ALZA Strategies. The *San Francisco Chronicle* called him, "a master of political messaging who also packs a punch." *Politico* said of him, "What we know: Salazar is a master of the soundbite."

Salazar's background includes experience as a media spokesperson, in English and Spanish, for prominent officials such as President Bill Clinton (White House); Vice-President Al Gore (White House/Gore 2000); U.S. Agriculture Secretary Dan Glickman; and U.S. Rep. Lucille Roybal-Allard. These experiences, along with his work directing national and statewide media advocacy efforts, make him an expert in strategic media communications.

Fairground & Event Center Symposium

Sneak Peek at the Guest Speakers!

Josh Cook



Since 1992 Josh Cook has been helping good people win. His clients have included Senators, Assemblymen, Members of Congress, homebuilders, industry associations, candidates, conservation and water NGOs, ballot measures, and Indian Tribes.

Cook previously served as Chief of Staff for the Minority Caucus in the California State Legislature. His career includes advisory roles for the U.S. Department of Agriculture, appointed by the Secretary of Agriculture and by the Secretary of the Interior, to the Bureau of Land Management. In 2025 Josh was appointed as a Regional Administrator in the U.S. EPA, by the President.

Cook has extensive experience working with federally recognized Indian Tribes, including a 26-year advisory role to the Mooretown Rancheria of Concow Maidu Indians.

Tina has worked in government contracting, grant management, and as a business management consultant for over 20 years. Tina was the Founder & Chief Executive Officer of Bay-Tek Consulting from 2001-2017 which became a local market leader in IT government contracting. Tina has also held positions as Senior Business Consultant for ISI, the Director of Business Development for New Light Technologies, the Vice Present of Infrastructure for Howard Consulting Group, and recently, was a program manager for a \$100M+ contract for the Comptroller of Maryland. Through her experience, Tina learned the intricate challenges business, especially small & mid-sized businesses, face when attempting to work with the government, and hopes to alleviate these challenges for her clients.

Tina Wynegar



Dan Kang



Ceo of Berify.io and Touchpoint Worldwide, inc. An innovative and hands-on Entrepreneur, Daniel “Dan” Kang’s experience from the apparel manufacturing and sourcing industry where he was CEO and provided over 25 years of experience that had grossed over \$2B in revenue and operated global offices that had a team of over 2,500 members. His career has led him into a lifelong endeavor to provide a legacy project that utilizes technology that will help provide opportunities for community-based brands and businesses.

As a board member of two private companies and one non-profit, Dan Kang strives to build a better community for his wife, three sons and daughter. Some hobbies and investments include Koenigsegg Automotive shareholder, IPE Holdings (in partnership with MGM Resorts and Casino), and other innovative products.

Jimenez was the State President of the CA Correctional Peace Officers Association (CCPOA), for twelve years from 2002-2014. Mike first became employed in the criminal justice system at Avenal State Prison in 1986. He got involved with the local union and soon became appointed, then an elected representative for the institution. As Avenal's chapter president, he served on the CCPOA's Board of Directors in 1990-91. In 1992, he became a member of CCPOA's main negotiating team as the union leadership and state management worked toward a contract agreement.

In 1994, he was elected as the CCPOA's Executive Vice President, before being elected as State President in August 2022. As president he assembled a team who worked to improve the training, safety, benefits, and pay for the officers who work behind the walls of the state's correctional facilities, and in the youth and adult parole systems. Jimenez worked diligently to lead the union towards the challenges of a modern criminal justice system with new public expectation of custodial officers and practices before retiring in 2014.

Mike Jimenez





LEADERSHIP, LEGACY AND THE LOCAL FAIRGROUNDS

MANAGERS CONFERENCE



November 5 & 6, 2025 • Courtyard Marriott Cal Expo, Sacramento, California

WEDNESDAY, NOVEMBER 5

9:00 – 9:05 AM

Welcome to the 27th Annual Managers Conference!

Dave Dillabo, CFA Chair of the Board, and Sarah Cummings, President & CEO

Kick off the 27th Annual Managers Conference with an inspiring welcome session. Together, we will set the stage for two days of learning, leadership, collaboration and planning —celebrating the strength of California’s fair industry while looking ahead to the opportunities and challenges that lie before us.

9:05 – 12:05 PM

Turning Quiet Quitters into Heavy Hitters

Melissa Ortiz, Talent Optimization Expert, Activate Human Capital Group

You’ve seen it: staff who clock in but mentally check out, volunteers who do the bare minimum, or seasonal workers who seem retired on active duty. Their apathy isn’t just annoying — it’s expensive. In this lively and practical session, talent expert Melissa Ortiz helps you identify the root causes of disengagement and take fast, practical steps to turn underperformers into reliable, energized contributors.

You’ll learn:

- To conduct a swift & actionable talent audit
- The 3 questions that change the game of management
- How to match aptitude to roles for better results

With real-world examples, easy-to-use tools, and a dose of humor, Melissa will show you how to get your people reconnected to purpose and performance. Because your fair’s success depends on more than who shows up — it depends on how they show up.

12:10 PM – 1:10 PM

CFA Year in Review and Lunch by Area

Chat with your Area while enjoying a catered lunch on-site. The lunch will begin with a year in review from the CFA Executive Committee. Utilize this Area Meeting lunch to discuss area business, set dates for upcoming area meetings, plan area engagement for Convention, or discuss your future Area Leadership. Not sure of your area? Page 94 of the 2025 WFA Date List and Member Directory will help locate your WFA/CFA Membership Area.

1:15 – 2:15 PM

Legislative Update & 2026 Goals Workshop

Led by CFA Board and Annual Planning Facilitator

This session opens with a reflection on CFA’s “why,” linking personal purpose to the broader mission of the California Fairs Alliance. Together, we will reaffirm CFA’s values and vision, creating a strong foundation for the work ahead. A legislative update will set the stage before a facilitated workshop where participants will define the goals, values, and needs that will guide CFA’s committee work in 2026. Through collaboration, members will identify priorities and build a clear, actionable plan—ensuring CFA’s advocacy and initiatives remain purposeful, impactful, and aligned with our shared mission.

2:30 – 3:30 PM

Committee Work Sessions – Plan for 2026

Led by 2025/2026 CFA Committee Chairs

Select one of the CFA Committees to join in a workgroup session, where you will work collectively to develop goals for each of the 2026 CFA Committees, then present the proposed goals to the Board and Membership as we develop the 2026 CFA Work Plan.

CFA Committees include:

Legislative Committee Cliff Munson
Branding and Marketing Committee Laurie Giannini
CDFA Liaison Committee..... Dave Dillabo
Finance Committee Patricia Conklin
Member Communication Committee Alan Phillips

3:45 – 4:15 PM

AI and Cyber Security Micro Session

Tom Mitchell, Deputy Executive Director CFSA

AI is here—whether you’re ready or not. In this session, we’ll explore practical and fun ways to use easy-to-access AI tools in your organization, from streamlining tasks to sparking creativity. Tom will also highlight concerning trends in cybersecurity that are becoming even more complex with the rise of AI. Join us for this discussion on how to embrace AI responsibly while staying ahead of the risks.

4:15 – 5:15 PM

Best Practices for Cash Handling

Raechelle Gibbons, CFO and Renee Yi, Accounting Administrator

This session offers valuable guidance on secure cash handling procedures tailored for fairgrounds operations. Topics include best practices for handling transactions, how to maintain accountability, securing cash appropriately, and implementing internal controls to minimize risk and ensure compliance. Managers are encouraged to bring their great ideas—and horror stories—as we’ll be inviting participants to share real-world experiences to help everyone learn and improve.

5:30 PM

Industry Open House: Meet Your Fair Services Support Team

Hosted by CFSA, CCA, WFA and CFA

Step right up for a unique opportunity to connect with your Sacramento partners! Join the Fair Services entities at **1776 Tribute Road** for an Industry Open House filled with food, fun, and collaboration. Take a behind-the-scenes look with office tours, then make your way through three tasty stops: savor BBQ dinner with **CFSA**, enjoy drinks and hors d’oeuvres with **WFA**, and satisfy your sweet tooth with desserts from **CCA**. This open house is more than just refreshments — it’s your chance to mix, mingle, and strengthen connections with the teams who work year-round to support the fair industry.

THURSDAY, NOVEMBER 6

9:00 AM

Managers Conference Welcome to Day 2!

Dave Dillabo, CFA Chair of the Board, and Sarah Cummings, President & CEO

Join us as we kick off Day 2 of the CFA Managers Conference with opening remarks. Chair Dillabo will reflect on highlights from Day 1 and set the tone for another day of connection, collaboration, and valuable learning designed to strengthen our fair community.

9:05 AM – 10:05 AM

Special Events and Contract Review

John Quiroz, Director and Tom Mitchell, Deputy Executive Director, CFSA

This session will provide important updates on CFSA's Special Events Coverage and Contract Review programs. We'll explore why these programs are critical to the success of CFSA's risk pools and how you can support them by ensuring your contracts are strong and appropriate. Member participation is key, so we'll also dedicate time to hearing your ideas on how we can streamline our processes to better support your operations.

10:15 – 11:15 AM

California Construction Authority

CCA Executive Officer and Team

The **CCA team** will share updates on the California Construction Authority, highlight current projects, and provide opportunities for Q&A. Come ready to engage in candid conversations and walk away with deeper insight into construction on California fairgrounds. This informative session is designed to elevate your understanding and keep you up to date on the work shaping our fairgrounds' future.

11:20 – 12:30 PM

CFA Workplan for 2026

Led by CFA Board and Annual Planning Facilitator

Building on the conversations from Managers Conference Day 1, this session focuses on shaping the California Fairs Alliance Workplan for 2026. Together, participants will engage in goal setting, establish clear benchmarks, and identify the priorities that will guide CFA's efforts in the year ahead. With leadership from the CFA Board, and contributions from CFA Committees, this collaborative discussion ensures our collective vision is translated into actionable steps that strengthen and support California's fairgrounds.

12:30 – 1:30 PM

CFA Board Meeting & Wrap-Up Lunch

Don't miss the grand finale! The CFA Board will finalize the 2026 Workplan—your roadmap for the future. Come celebrate, collaborate, and close out Managers Conference 2025 on a high note!

Thank you for attending the 27th Annual Managers Conference!

Mark your calendar • November 3 – 5, 2026 in Sacramento!





**Item 7, Executive Report –
Annual update on California Construction Authority (CCA)
Joint Powers Authority (JPA)**

[Informational Item]

***The California Construction Authority Announces Appointment of
New Executive Officer Amid Period of Growth and Transformation***

The California Construction Authority (CCA) Board of Directors is pleased to announce the appointment of Brent Jamison as the organization's new Executive Officer, marking a pivotal moment in CCA's continued evolution and service to California's network of fairgrounds and event centers.

"CCA stands at a crossroads of opportunity and innovation," said Russell Vandenberg, Chair of the CCA Board of Directors. "As California fairgrounds take on expanded roles as community hubs-supporting emergency response, economic development, and year-round public benefit-strong leadership is essential to guide our mission forward. We are confident that Brent brings the vision, integrity, and expertise to lead CCA into this next chapter."

Brent is a dedicated public servant with over 20 years of public sector leadership, most recently serving as Deputy Director of the Interagency Support Division at the California Department of General Services. He holds a Juris Doctor from McGeorge School of Law and a B.S. In Political Science from Santa Clara University.

Under Brent's leadership, CCA will continue to advance its work modernizing fairground infrastructure, expanding its portfolio of resilient and sustainable construction projects, and supporting fairgrounds as vital community assets. The organization's current focus includes enhancing facilities to better serve as emergency preparedness centers, improving accessibility and energy efficiency, and delivering projects that reflect the evolving needs of California's diverse communities.

"Today's fairgrounds are more than venues for events-they are lifelines in times of crisis and drivers of regional vitality," added Vandenberg. "This leadership transition comes at a time of great change for our state and our industry, and the Board looks forward to working with Brent to ensure CCA continues to serve with excellence, accountability, and innovation."

About the California Construction Authority (CCA):

The California Construction Authority is a Sacramento based Joint Powers Authority (JPA) that provides construction project management, design, and inspection services to California network of fairgrounds. CCA partners with state and local agencies to ensure that fairground facilities remain safe, compliant, and capable of serving their communities during both celebrations and emergencies. CCA manages a statewide public works portfolio of over 150 projects, oversees more than \$200 million in projects serving over 40 fairgrounds and event centers.



Item 8-A, Consideration and vote on whether to approve the 2026 Operating Budget, including rates and out-of-state travel for employees and Board members

[Action Item]

The accompanying 2026 Operating Budget is presented as the financial operating plan for the year, including payment of the annual portion of principal on long-term debt obligations and investment into capital assets. The Operating Budget forecasts over \$5.5 million net proceeds from operations prior to payment of debt and capital expenditures, and overall reinvestment required from the 2026 net operations or reserves in the amount of \$3.4 million after payment of the debt and capital investment.

Overview:

The following information provides background for the assumptions made in the preparation of the 2026 Operating Budget along with insight into the methodologies utilized. The overall goals for the budget include keeping the fair accessible through affordability (zero price change where possible) while creating add-on experiences. The budgeting process was slightly different than in past years, following previous Finance Committee and Board guidance to develop a realistic budget based on prior experience and in consideration of the economic climate. In addition, each department was challenged to develop “stretch” goals to increase revenues and reduce costs wherever possible. This new approach improves decision-making and continues to provide transparency into the operations and ongoing viability of 22nd District Agricultural Association (22nd DAA).

Since 2021, the 22nd DAA has prepared the annual operating budget using Zero-Based Budgeting techniques. Now that sufficient time has passed, the 2026 Operating Budget was prepared using an Activity-Based budgeting process. An Activity-Based budget takes into account the information and experience gained from the overall financial performance of all programs and activities in previous years as well as individual departments’ actual prior year activities, revenues and expenses. Each department then builds its budget from the ground up based on what was learned in prior years. Departmental budgets are rolled up, and the information is presented in a Program-Based format. Programs have been identified as SDCF (San Diego County Fair), Rentals & Sales (non-fair events and activities), Horse Racing (Del Mar Thoroughbred Club and Satellite Wagering), The Sound, Resiliency Center (community emergency), and Administration + Overhead (everything else). The Activity-Based budget process continues to bring new opportunities for all levels of the organization to engage in planning the future from

a ground-up approach as well as building on what's been learned from prior years' actual performance.

Accomplishments in 2025:

- Executed a full San Diego County Fair;
- Managed expenses to offset underperforming revenues;
- Continued to implement the responsible regrowth plan for staff development

The 2026 Operating Budget reflects the ongoing commitment to responsibly grow the organization in pursuit of the Board's strategic initiatives in the coming year.

Approach:

Similar to Zero-Based budgeting, Activity-Based budgeting starts with a zero balance on all revenue and expense accounts, analyzes past drivers of revenues and associated costs, and then sets targets and allocates resources based on Program necessity rather than budget history. Activity-Based budgeting allows the District to gain a better understanding of financial drivers and outcomes over recent years and develop a forward-looking budget drawn from actual performance. For 2026, every revenue and expense assumption was carefully considered and reviewed in the context of prior years' performance and future opportunities. The program-based format provides better understanding of, and insight into, revenues and expenses according to programs and functions instead of broad categories that cover multiple programs.

Assumptions:

This budget projects revenue targets and anticipated expenses, including adjustments for projected inflation, based on the following assumptions for 2026.

San Diego County Fair

This budget takes a comparative approach to 2025 revenues, projecting an increase in attendance, and increased consumer spending. The focus remains on enhancing the guest experience, providing more mixed-use areas, and integrating agriculture throughout the Fair.

Overall, Fair admission and other prices will remain flat compared to 2025, along with plans to hold food vendor pricing level. Discounts will continue to be offered for advance purchase on Admission, Midway, and Parking to maintain accessibility of the Fair to all community members.

- 2026 Fair Theme: Once Upon a Fair
- Fair Dates: June 10th to July 5th, closed on Mondays and Tuesdays
- Fair attendance goals: 60,000 per day; 47,000 paid (an increase of 2,000 paid per day over 2025 goals)

- Fair Hours:
 - Daily – 11 am to 11pm (closed Mondays and Tuesdays)
Focus more energy toward driving paid attendance in the first two weeks of the Fair to improve daily utilization and enhance the guest experience
- Admission, Parking & Midway Rates:
 - Advance Sale (*purchased one day or more before redemption*)
 - Wednesdays & Thursdays: \$17 general, \$14 youth, seniors, and military
 - Fridays to Sundays: \$20 general, \$17 youth, seniors, and military
 - Parking: \$20 standard, \$55 preferred @ fairgrounds; \$10 @ Horsepark
 - Day of Sale
 - Wednesdays & Thursdays: \$20 general, \$17 youth, seniors, and military
 - Fridays to Sundays: \$25 general, \$22 youth, seniors, and military
 - Parking: \$20 standard, \$60 preferred @ fairgrounds; \$15 @ Horsepark
 - Midway Tickets & Wristbands:
 - Wristbands: \$55; advance sale discount of \$5; Pepsi promotional discount of \$5
 - Tickets: \$1.25 per
 - Kids' Days: Every Friday youth 12 and under admitted free
 - Definitions:
 - Kids: 5 & under
 - Youth: 6-12
 - Seniors: 62 & over
- Other Rates

Ag & Ed Exhibitor Housing Rates	
Ag & Ed RV	\$105
Ag & Ed Jockey Quarters	\$85
Ag & Ed Extra Parking	\$60
Fairtime Housing Rates	
Fairtime RV*- Red Lot, West Lawn	\$1,315
Fairtime Jockey Quarters^	\$970
Fairtime Backstretch Parking	\$225
Fairtime Backstretch and Surf & Turf RV*	\$1,015
*includes 1 parking pass	^parking is <u>not</u> included

Commercial Space Rental Rates	
Avenue	\$4,200
Bing Crosby Hall	\$4,200
Exhibit Hall	\$3,265
Fairway & Thoroughfare	\$3,580
Gems & Minerals	\$3,865
O'Brien Hall	\$3,915
Seaside Pavilion	\$3,865
Concourse	\$3,500
Other	\$3,500
Clubhouse	\$2,780
Paddock 10x10	\$2,780
Durante/Arena/Livestock Way	\$2,060
Infield	\$1,550
Indoor Corners	\$550
Wyland	\$3,800
Concessions	
Deposit	\$5,000
Commission	25%
Add Ons	
Additional 20 amp hookup	\$280
Additional 30 amp hookup	\$350
Additional 50 amp hook up	\$560
Insurance through CFSA	\$300
Stock Truck with power	\$695
Stock Truck without power	\$345
Golf Cart Permit	\$178
Red Lot Parking	\$420

Revenues: Consists of program revenues including admission, midway, parking, concessions, concert tickets, food & beverage contract, etc. Variable revenues are forecasted based on the historic attendance pattern and per cap spending during the last week of the Fair and then applied to July 2-5.

The fair rate sheet above outline revenues for housing, electricity requirements, golf cart permits, commercial exhibit rental, and concessions fees. Industry data was analyzed from other fairs in California similar in size and scope as well as the demand for rental space.

Anticipated Revenues from San Diego County Fair: \$55,161,411

Expenses: In tandem with the fiscally responsible approach to revenues above, associated expenses for the San Diego County Fair will provide a safe, enhanced guest experience at this annual family friendly event. Highlights of specific expenses fall into these broad categories:

- Marketing: Inclusive of digital ads and social media, radio, print, and television, including upgrades to the sdfair.com website and media monitoring services;
- Midway: Payments to operators of rides and games; 52% of ride gross, 70% of game gross;
- Entertainment and Shows: Featuring 20 days of ground shows, strolling acts, stage performances, demonstrations, contests, fireworks, and more including national touring acts on the Grandstand Stage and tribute bands and rising stars on the Paddock Stage
- Prizes & Premiums: Includes ribbons and other awards and is a cornerstone of the competitive exhibits and displays;
- Professional Services: With the priority on safety and security of all patrons, contracted services includes event security and law enforcement, marketing agency, talent booking agency, portable handwashing stations, off-site parking shuttle services, Premier's cost of goods sold, labor, and operations during the Fair, and other contracted services;
- Service Fees: Credit card fees calculated as a percentage of ticket sales for a contactless experience. The 22nd DAA only incurs fees for transactions directly with patrons such as admissions and parking, not food concessions or commercial vendors. These fees are built into the pricing structure.
- Food & Beverage Contract: Reimbursement of expenses including labor and cost of goods sold to Premier Food Services for food and alcohol services.

Anticipated Expenses for San Diego County Fair: \$34,406,302

Net Operations: The most profitable of all District programs, successfully producing the San Diego County Fair is paramount to the continued return to self-sustaining operations.

**Anticipated NET OPERATIONS from San Diego County Fair, excluding
Payroll: \$20,755,109**

LESS

**Anticipated Payroll to produce the San Diego County Fair \$9,423,195
EQUALS**

**Anticipated NET OPERATIONS from San Diego County Fair after payment of
debt principal, including Payroll: \$11,331,914**

Rentals & Sales (third-party events and activities; non-fair)

Third-party promoters use the facilities for events and activities, including Horsepark and Surf & Turf Recreation campus operators such as tennis, swim center, volleyball, and golf, as well as RV Park operations.

The budget forecasts facility and equipment rental rates and the following rates for year-round RV operations:

Year-Round Camping Rates	
Location	Rate
Monthly*	
ST 25' or less	\$1,000
ST up to 30'	\$1,050
ST up to 40'	\$1,100
Nightly	
ST 30 amp less than 25'	\$61
ST 50 amp less than 25'	\$64
ST 30 amp up to 30'	\$66
ST 50 amp up to 30'	\$70
ST 30 amp up to 40'	\$77
ST 50 amp up to 40'	\$81
ST 50 am 40' concrete	\$105
Red Lot	\$77

Revenues: Consists of facility and equipment rental fees for events throughout the year such as consumer shows, trade shows, personal celebrations, overnight RV parking fees, etc.

Anticipated Revenues from Rentals & Sales: \$7,406,691

Expenses: Relatively minimum given that much of the program consists of managing the calendar outside of the Fair and horse racing seasons with activity provided by third-party promoters. The major expense category is Food & Beverage Contract which is reimbursement to Premier Food Services for labor and cost of goods sold for food and beverage services at third-party events.

Anticipated Expenses for Rentals & Sales: \$4,025,589

Net Operations: Due to business model changes, non-fair use of the properties has risen to a substantial positive net contributing program, contributing significantly to the return to self-sustaining operations.

Anticipated NET OPERATIONS from Rentals & Sales, excluding Payroll:
\$3,381,103

LESS

Anticipated Payroll to support the Rentals & Sales activities:
\$2,089,364

EQUALS

Anticipated NET OPERATIONS from Sales & Rentals after payment of debt principal, including Payroll: \$1,291,739

Horse Racing

Revenues:

Live Race Meets: Per the terms of the Operating Agreement with the Del Mar Thoroughbred Club (DMTC), District will receive direct payments of \$1,467,750 for rent in 2026, along with reimbursement of direct expenses such as utilities and landfill charges during race meets, and portions of phone and internet access charges, including labor and material expenses incurred by the 22nd DAA for the live meets. This 2026 budget does not include any income from The Breeder's Cup which will be held at Keeneland in 2026. Per the terms of the Pledge Agreement for the 2015 RTA Bonds, DMTC contributes 100% of Net Horse Racing Revenues from the prior year to the State Race Track Leasing Commission toward the current year's debt service. Through the Food & Beverage Contract with District, Premier Food Services provides all food and beverage services to the live meets and the 22nd DAA receives a portion of net income from Premier. In the event Net Horse Racing Revenues fall short of the debt service payment, the 22nd DAA contributes Net Concessions Revenues up to \$4,000,000 from its Food & Beverage Contract operation with Premier. DMTC's contribution from the 2024 race season was \$2,478,000; the contribution for 2025 has not yet been finalized. Current debt service for 2025 is \$3,199,500.

Satellite Wagering: District continues to operate off-track betting during the months in which there is no live racing at Del Mar. These revenues are reflected in 22nd DAA Sales and Wagering.

Anticipated Revenues from Horse Racing (Live & Satellite): \$19,684,661

Expenses: The major expense category is Food & Beverage Contract which is reimbursement to Premier Food Services for labor and cost of goods sold for food and beverage services during the live meets, followed by interest payments on the RTA Bonds.

Anticipated Expenses for Horse Racing (Live & Satellite): \$14,125,624

Net Operations: The 22nd DAA is reimbursed by DMTC for all expenses incurred for the live meets and will receive a rent payment of \$1,467,750 in 2026 and retains 87.5% of the net from the food and beverage contract with Premier Food Services.

**Anticipated NET OPERATIONS from Horse Racing (Live & Satellite),
excluding Payroll: \$5,559,036 LESS**

**Anticipated Payroll to support Horse Racing (Live & Satellite) activities:
\$218,761 EQUALS**

**Anticipated NET OPERATIONS from Horse Racing (Live & Satellite) after
payment of debt principal, including Payroll: \$3,595,275**

THE SOUND

Revenues: Solana Beach-based Belly Up manages the promotions of shows and other activities at The Sound on behalf of the 22nd DAA. In the third year of operation, this budget forecasts 81 shows at The Sound in 2026, based on Belly Up's projections and previous history from 2025. In 2025, 75 shows were budgeted with only 72 shows booked, a 30% increase over 2023. The 22nd DAA will receive 8,437 or 10% of gross ticket sales, whichever is greater, per ticketed show and a sliding scale facility rent fee per private, non-ticketed event, based on contracted catering, and retains \$16 per parking ticket sold and all food and beverage receipts.

Anticipated Revenues from The Sound: \$3,262,668

Expenses: Primarily consisting of the Food & Beverage Contract which is reimbursement to Premier Food Services for labor and cost of goods sold for food and beverage services provided at ticketed shows and private events, and interest payments on the construction loans from California Infrastructure and Economic Development Bank, oftentimes referred to as IBank, and Premier Food Services. See loan details below for more information.

Anticipated Expenses for The Sound: \$1,788,458

Net Operations: Calculated after accounting for facility operational expenses such as janitorial supplies and landscaping.

**Anticipated NET OPERATIONS from The Sound, excluding Payroll:
\$1,474,210 LESS**

**Anticipated Payroll to support The Sound activities: \$1,318,882
EQUALS**

**Anticipated NET OPERATIONS from The Sound after payment of debt
principal, including Payroll: (\$467,520)**

Resiliency Center

Revenues: In the event the 22nd DAA properties are activated in response to community need, revenues may be realized in the form of donations or reimbursements.

Expenses: Anticipates purchase of a nominal number of supplies to have on hand to operate for at least the first 24 hours of an activation as well as employee training. In the event the 22nd DAA properties are activated, expenses may be realized, typically in the form of reimbursement and overtime costs.

These operations are never anticipated to make a positive net contribution.

Administration + Overhead

Comprised of overall organization operations and does not include direct revenues or expenses of other Programs.

Revenues: Includes leases for the Del Mar Fire Station and cell tower sites, sponsorship for printers and copiers, and interest earned for investments in the Local Agency Investment Fund (LAIF).

Anticipated Revenues from Administration + Overhead: \$2,592,030

Expenses: Costs that cannot otherwise be directly attributed to a specific Program, Administration + Overhead includes costs incurred as part of District's business operations, administration, Human Resources, accounting, Public Safety, Facilities, and Environmental Stewardship programs, and maintaining operations of the campus and organization, oftentimes in support of the various other Programs, such as Insurance, Professional Services, Repairs & Maintenance, and Utilities.

Anticipated Expenses for Administration + Overhead: \$9,031,326

Net Operations: Typically a cost center to be funded by Program operations.

Anticipated NET OPERATIONS from Administration + Overhead, excluding

Payroll: (\$6,439,296)

LESS

Anticipated Payroll to support Administration + Overhead activities:

\$6,088,498

EQUALS

Anticipated NET OPERATIONS from Administration + Overhead after payment of debt principal, including Payroll: (\$13,145,794)

Payroll Assumptions impacting all Programs:

Payroll includes wages for three employment categories at the 22nd DAA–Civil Service, Seasonal, and Temporary–and all related taxes, benefits, retirement, and workers compensation insurance. This budget anticipates filling 8 full-time Civil Service positions over the course of the coming year. These planned classifications follow this report. In approving the budget, the Board is authorizing a not-to-exceed amount for payroll, and not the specific civil service classifications used. This provides flexibility to adjust classifications used as restructuring opportunities present themselves and as business needs change.

Under Food and Agricultural Code section 3953, District Agricultural Associations are state institutions. As a state institution, the 22nd DAA is required to participate in and follow CalHR policies for all Civil Service and Seasonal employees of District, including participating in the state’s CalPERS pension program. Civil Service and Seasonal employees of District are recipients of the same benefits as all other civil service employees of the State of California.

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

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

Temporary employment is exclusive of the civil service system and is subject to California labor laws. Employees in this category are statutorily limited to 125 days of work per calendar year. Additionally, employees should be limited to less than 1,000 hours of work per state fiscal year. Wages are determined by District, subject to minimum wage laws, and employees do not participate in benefit programs. Prior to AB 1499 (3/4 of 1% of gross sales on fairgrounds) and District’s adoption of employment policies to be eligible for funding during the pandemic, the 22nd DAA was exempted from overtime requirements for Temporary employees. Since adoption of those policies, the 22nd DAA has had to relinquish the exemption to receive a portion of AB 1499 funds and has worked diligently to budget based on actual spending, not carry-over from prior year budgets.

Anticipated Expenses for Payroll across all Programs: \$19,138,699

Out-of-State Travel Assumptions

On September 13, 2023, Governor Newsom signed SB 447 into law authorizing GO-BIZ to establish the Building and Reinforcing Inclusive, Diverse, Gender-Supportive Equity Project (BRIDGE Project) to promote social equity, civil rights, and antidiscrimination through marketing and advertising campaigns, thus repealing AB 1887 which previously prohibited state-sponsored travel to states with laws that discriminate against individuals on their sexual orientation and gender expression.

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

The Operating Budget assumes travel to other states for civil service employees and Board members for certain professional development opportunities and master site planning research that cannot be obtained in California, including:

- Western Fairs Association Conference & Convention (Reno, NV)
- International Association of Venue Management's Academy for Venue Safety & Security (Kansas City, MO), Senior Executive Symposium (Washington, D.C.), VenueConnect (Indianapolis, IN)
- International Association of Fairs & Expositions Conference & Convention (Louisville, KY)
- National Independent Concessionaires Association Marketplace (Las Vegas, NV)
- Adobe MAX (Miami Beach, FL)
- Accounting software training (Las Vegas, NV)
- Parallel concept visits: Minnesota State Fair (Minneapolis), Washington State Fair (Puyallup), State Fair of Texas (Dallas), New York State Fair (Saratoga), Keeneland Race Track (Lexington, KY), Belmont Park (Elmont, NY)

For approved out-of-state travel, CEO Moore will make the final determination regarding which employee(s) will participate in the opportunity, taking into consideration the operational needs and financial resources of the 22nd DAA at the time.

The 22nd DAA will pay for reasonable and customary expenses related to the accomplishment of organizational activities by employees or Board members, per the rates and rules established by CalHR. The budget includes estimated expenses for planned travel, including airfare, meals, lodging, transportation, and associated registration and admission fees.

Long-Term Debt Obligations

Debt Service: Principal and annual fees for capital improvement project loans, energy efficiency loan, SB84 CalPERS loan, and bond obligations.

- The Water Quality Improvement loan from IBank originated in 2018 and will come to maturity in 2037. The Sound Renovation loan from IBank originated in 2019 and will come to maturity in 2048.
- The zero-interest Premier loan from ASM Global originated in 2020 and will come to maturity in 2040.
- The Energy Efficiency Loan from the Department of General Services (DGS) officially began on May 1, 2019, but DGS allowed a one-year deferral due to the COVID-19 pandemic and disruptions on District cash flows.
- Del Mar Racetrack Authority Revenue Bonds originated in 2015 and will mature in 2038.
- SB 84 was signed into law by Governor Brown on July 10, 2017, which had the effect of borrowing \$6 billion from the Pooled Money Investment Account to make a one-time supplemental payment to the California Public Employees' Retirement System as part of the 2017-18 fiscal year budget package. Under SB 84, the Department of Finance developed a repayment schedule for principal and interest and allocated the proportionate share to fairs for a total of \$9.9 Million. The 22nd DAA's share of this obligation is \$3,403,924. To date, the California Department of Finance has not provided payment instructions, so the 22nd DAA continues to carry the payable in Current Liabilities on the Balance Sheet.

Summary of Net Operations, including Payroll, and Debt Principal

After calculating all operational revenues and expenses for 2026, including payroll, and before payment of the current year's portion of principal on long-term debt obligations, District anticipates realizing a positive net impact of \$5,579,263. After payment of the current year's principal, a positive net impact of \$2,985,849. And after reinvestment into the facility and capital equipment, an overall reduction in cash reserves of \$(852,586).

RollUP		Financial Year 2026							
	Programs =====>	SDCF	Rentals & Sales	Horse Racing	The Sound	Resiliency Center	A+O	2026 Budget TOTAL	2025 Budget TOTAL
GL #	REVENUES								
330000-	Government Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ 700,000
350000-	Non-government Grant	-	-	-	-	-	-	-	-
401110-	Admissions	14,882,630	-	-	-	-	-	14,882,630	14,441,375
402110-	Participation (Entry) Fees	271,240	2,500	-	-	-	-	273,740	380,000
403110-	Midway	18,980,100	-	-	-	-	-	18,980,100	18,697,839
405100-	Commercial Exhibit Space	3,401,950	-	-	-	-	-	3,401,950	3,549,710
410010-	SRTLCL Pledged Revenue	-	-	1,785,000	-	-	-	1,785,000	3,178,688
410100-	Concessions	5,456,855	-	-	-	-	-	5,456,855	4,820,000
411100-	Food & Beverage Contract	4,995,288	1,614,186	14,253,179	1,998,093	-	-	22,860,746	25,641,444
412100-	22nd DAA Sales	31,302	-	75,000	-	-	-	106,302	127,220
420100-	Facility Rental Fees	541,084	3,185,855	20,500	632,775	-	12,000	4,392,214	4,504,904
421050-	Lease Revenue (Cell Towers)	-	-	-	-	-	688,114	688,114	606,000
431102-	Sponsorships	2,091,000	-	-	-	-	46,800	2,137,800	2,083,840
431101-	Contra Sponsor - Trade & CIK	(730,000)	-	-	-	-	-	(730,000)	(780,000)
440210-	Wagering	-	-	507,000	-	-	-	507,000	533,600
441100-	Race Track Operator Agreement	-	-	1,467,750	-	-	-	1,467,750	2,025,000
450100-	Parking Revenue	5,059,815	2,310,828	-	631,800	-	11,120	8,013,563	7,070,933
460100-	Reimbursed Costs	-	268,000	1,397,902	-	-	305,290	1,971,192	2,158,954
490100-	Miscellaneous Revenue	94,347	25,322	28,330	-	-	88,706	236,705	275,905
490180-	Donations	22,800	-	-	-	-	-	22,800	36,000
490205-	N/A (JLA USE ONLY)	63,000	-	-	-	-	-	63,000	22,500
491100-	Interest	-	-	150,000	-	-	990,000	1,140,000	885,000
	Total Revenues	\$ 55,161,411	\$ 7,406,691	\$ 19,684,661	\$ 3,262,668	\$ -	\$ 2,592,030	\$ 88,107,460	\$ 90,958,912
		63%	8%	22%	4%	0%	3%	100%	
	EXPENSES								
510504-	Civil Service Overtime (Perm Staff Only)	\$ 219,900	\$ -	\$ 11,300	\$ -	\$ -	\$ 89,750	\$ 320,950	\$ 374,350
510511-	Recognition & Awards	319,050	-	-	-	-	3,000	322,050	342,000
515100-	Temporary Labor Services	72,000	-	-	-	-	-	72,000	153,500
520100-	Advertising & Marketing	1,258,256	-	-	-	-	45,000	1,303,256	1,292,000
530100-	Midway Operations	10,734,011	-	-	-	-	-	10,734,011	10,545,194
540100-	Entertainment	5,813,500	-	-	-	-	-	5,813,500	6,400,850
545100-	Repairs & Maintenance	221,100	-	17,000	12,000	-	668,452	918,552	1,066,052
550100-	Rental of Equipment	2,045,375	11,000	-	-	10,000	85,478	2,151,853	2,329,960
560075-	Contingency	-	-	-	-	-	-	-	-
560100-	Insurance (Excludes WC)	5,000	-	-	-	-	1,417,576	1,422,576	1,437,708
600100-	Professional Services	6,385,635	95,050	580,387	-	-	3,261,050	10,322,122	11,918,743
610100-	Promotional & Public Relations	98,350	-	-	-	-	8,000	106,350	135,175
620100-	Supplies	974,636	6,500	59,100	14,500	2,200	734,450	1,791,386	1,971,470
625100-	Dues, Subscriptions, Licenses & Permits	159,729	29,220	-	61,800	-	515,768	766,517	667,541

	Programs =====>	SDCF	Rentals & Sales	Horse Racing	The Sound	Resiliency Center	A+O	2026 Budget TOTAL	2025 Budget TOTAL
640100-	Professional Development (Training)	25,550	-	-	-	-	140,774	166,324	185,324
650100-	Travel & Transportation	47,350	-	-	-	-	72,925	120,275	135,984
670100-	Utilities	958,000	-	1,198,500	-	-	1,753,500	3,910,000	4,064,500
690100-	Miscellaneous Expense	42,900	-	-	-	-	6,000	48,900	37,205
690120-	Service Fees: Bank, Credit Card	1,678,580	133,858	2,000	16,760	-	37,085	1,868,283	1,668,694
695100-	Food & Beverage Contract	3,338,769	3,749,961	10,614,260	1,168,598	-	-	18,871,587	20,424,275
723000-	Capital Expenditure for Equipment	-	-	-	-	-	-	-	-
850200-	Loan Interest Expense	-	-	1,643,078	514,800	-	81,000	2,238,878	2,323,128
63????-	Office Expense	8,610	-	-	-	-	111,518	120,128	111,343
	Total Specific Expenses	\$ 34,406,302	\$ 4,025,589	\$ 14,125,624	\$ 1,788,458	\$ 12,200	\$ 9,031,326	\$ 63,389,499	\$ 67,584,997
		54%	6%	22%	3%	0%	14%	100%	
	Total Net Operating Budget by Program before Pa	\$ 20,755,109	\$ 3,381,103	\$ 5,559,036	\$ 1,474,210	\$ (12,200)	\$ (6,439,296)	\$ 24,717,962	\$ 23,373,915
		84%	14%	22%	6%	0%	-26%	100%	
	Payroll								
510501	Wages - Civil Service & Seasonal	\$ 3,041,892	\$ 984,781	\$ 127,267	\$ 550,079	\$ -	\$ 3,367,893	\$ 8,071,911	\$ 8,311,771
510502	Wages - Temporary	\$ 4,106,552	\$ 370,428	\$ -	\$ 346,430	\$ -	\$ 302,314	\$ 5,125,724	\$ 5,117,812
510506	Payroll Tax - All	\$ 306,110	\$ 85,631	\$ 10,372	\$ 49,855	\$ -	\$ 277,538	\$ 729,506	\$ 751,618
510507	Payroll Emp Benefits - Civil Service & Seasonal	\$ 710,282	\$ 229,946	\$ 29,717	\$ 128,443	\$ -	\$ 782,597	\$ 1,880,985	\$ 1,823,307
510508	Payroll Pension - Civil Service & Seasonal	\$ 955,762	\$ 309,418	\$ 39,987	\$ 172,835	\$ -	\$ 1,053,071	\$ 2,531,073	\$ 2,510,986
560110	Workers Comp Insurance	\$ 302,597	\$ 109,161	\$ 11,418	\$ 71,240	\$ -	\$ 305,084	\$ 799,500	\$ 738,000
	Total Payroll Expense	\$ 9,423,195	\$ 2,089,364	\$ 218,761	\$ 1,318,882	\$ -	\$ 6,088,498	\$ 19,138,699	\$ 19,253,494
		49%	11%	1%	7%	0%	32%	100%	
	TOTAL OPERATING BUDGET	\$ 11,331,914	\$ 1,291,739	\$ 5,340,275	\$ 155,328	\$ (12,200)	\$ (12,527,794)	\$ 5,579,263	\$ 4,120,421
	Debt Service-Principal Only								
	Debt Service - Principal Only - WQI \$8.8M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 436,000	\$ 436,000	\$ 423,105
	Debt Service - Principal Only - The Sound \$15.0M	\$ -	\$ -	\$ -	\$ 374,000	\$ -	\$ -	\$ 374,000	\$ 361,100
	Debt Service - Principal Only - Premier \$2.0M	\$ -	\$ -	\$ -	\$ 248,849	\$ -	\$ -	\$ 248,849	\$ 225,524
	Debt Service - Principal Only - Energy Efficiency \$3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,000	\$ 182,000	\$ 176,700
	Debt Service - Principal Only - RTA Bond	\$ -	\$ -	\$ 1,745,000	\$ -	\$ -	\$ -	\$ 1,745,000	\$ 1,665,000
	Total Debt Service - Principal Only	\$ -	\$ -	\$ 1,745,000	\$ 622,849	\$ -	\$ 618,000	\$ 2,985,849	\$ 2,851,429
	Total Cash Flow after Operations & Debt Service	\$ 11,331,914	\$ 1,291,739	\$ 3,595,275	\$ (467,520)	\$ (12,200)	\$ (13,145,794)	\$ 2,593,414	\$ 1,268,992
	Capital Expenditure								
	Capital Expenditure Cash Layout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,958,930	\$ 3,146,592
	Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,958,930	\$ 3,146,592
	Total Cash Flow after Operations, Debt Service & Capital Expenditures	\$ 11,331,914	\$ 1,291,739	\$ 3,595,275	\$ (467,520)	\$ (12,200)	\$ (13,145,794)	\$ (3,365,516)	\$ (1,877,600)

Civil Service Classification	# of Positions	Salary
Accounting Administrator I (Supervisor)	1	\$ 124,795
Accounting Administrator II	1	\$ 137,001
Accounting Analyst	3	\$ 154,176
Administrative Assistant I	3	\$ 214,353
Assistant Satellite Facility Supervisor	1	\$ 16,256
Associate Accounting Analyst	1	\$ 80,955
Associate Governmental Program Analyst	3	\$ 268,120
Audio-Visual Equipment Technician	1	\$ 58,725
Carpenter I	1	\$ 60,042
Career Executive Assignment, Level A	3	\$ 546,056
Custodian II	3	\$ 127,598
Custodian Supervisor I	1	\$ 45,966
Deputy Manager I	1	\$ 88,006
Electrician II	2	\$ 163,153
Event Coordinator-DAA	6	\$ 397,573
Events Services Supervisor	4	\$ 409,632
Executive Assistant	1	\$ 57,648
Exhibit Worker-CMSI	1	\$ 62,752
Graphic Designer III	2	\$ 191,694
Heavy Equipment Mechanic	1	\$ 81,884
Information Officer I (Specialist)	1	\$ 47,894
Information Technology Specialist I	2	\$ 283,309
Lead Security Guard	1	\$ 50,721
Maintenance & Ops Sup II	3	\$ 304,789
Maintenance Mechanic	1	\$ 79,161
Maintenance Worker, District Fairs	8	\$ 484,528
Marketing Specialist	1	\$ 100,978
Personnel Technician II (Specialist)	2	\$ 142,628
Plumber I	2	\$ 122,313
Secretary-Manager VII, DAA	1	\$ 242,722
Security Guard	7	\$ 319,741
Service Assistant (Maintenance)	1	\$ 34,001
Staff Services Manager I	5	\$ 598,123
Staff Services Manager II (Managerial)	9	\$ 1,183,908
Supervising Environmental Planner	1	\$ 175,114
Telecom Systems Manager I (Supervisor)	1	\$ 131,865
Telecommunications Systems Analyst I	1	\$ 31,583
Tractor Operator-Laborer	1	\$ 66,503
Warehouse Worker	1	\$ 56,040
Total Civil Service Position	89	\$ 7,742,309
Seasonal Classification		
Sr Park Aide-Seasonal	17	\$ 313,303
Total Seasonal Positions	17	\$ 313,303
Total Positions and Gross Wages	106	\$ 8,055,611

Current Civil Service Head Count	81
Current Seasonal Head Count	12
Civil Service Vacancies	8

2026 Temp Labor Cost Schedule - Summary

22nd DAA

2026 San Diego County Fair - Temp Labor Cost Schedule - Summary	2026	
GL 510502-##	Total Payroll with OT	OT Only
Dept 00 - Admin	\$332,215	\$7,600
**Dept 00 - Admin - Administration	\$ 31,728	\$ -
**Dept 00 - Admin - Customer Care (2024 in Dep 20)	\$ 291,847	\$ 7,600
**Dept 00 - Admin - Guest Services (2024 in Dep 60)	\$ -	\$ -
**Dept 00 - Admin - Eco Hut (Dustin)	\$ 8,640	\$ -
Dept 02 - Finance	\$ 46,585	\$ 1,101
Dept 04 - HR	\$ 92,929	\$ -
Dept 10 - Facilities	\$ 885,592	\$ -
Dept 20 - Public Safety	\$ 1,299,545	\$ 8,415
**Dept 20 - Public Safety - Ambassadors (Moved to Admin) - (FY2026)	\$ -	\$ -
**Dept 20 - Public Safety - Security	\$ 82,577	\$ -
**Dept 20 - Public Safety - Transportation	\$ 394,477	\$ 4,086
**Dept 20 - Public Safety - Public Safety	\$ 110,910	\$ 4,329
**Dept 20 - Public Safety - Parking Attendant	\$ 356,429	\$ -
**Dept 20 - Public Safety - Traffic Control	\$ 355,152	\$ -
Dept 30 - Marketing	\$ 44,324	\$ 284
Dept 40 - Production	\$ 284,064	\$ 76,060
**Dept 40 - Production - Cart Based	\$ 82,072	\$ 19,560
**Dept 40 - Production - OTB	\$ -	\$ -
**Dept 40 - Production - Production	\$ 201,992	\$ 56,500
Dept 50 - Other Events & Sales	\$ 63,112	\$ -
Dept 60 - Ag & Education	\$ 1,077,124	\$ -
**Dept 60 - Ag & Education - Admin Office Staff	\$ 104,728	\$ -
**Dept 60 - Ag & Education - Creative Youth	\$ 20,160	\$ -
**Dept 60 - Ag & Education - Desing in wood	\$ 64,677	\$ -
**Dept 60 - Ag & Education - Exhibit Design	\$ 74,965	\$ -
**Dept 60 - Ag & Education - Fine Art	\$ 77,332	\$ -
**Dept 60 - Ag & Education - Flower Show	\$ 26,372	\$ -
**Dept 60 - Ag & Education - Food Story (not used in 2026)	\$ -	\$ -
**Dept 60 - Ag & Education - Garden Show	\$ 76,998	\$ -
**Dept 60 - Ag & Education - Gems & Mineerals	\$ 56,084	\$ -
**Dept 60 - Ag & Education - Guest Services - Zero Cost Department	\$ -	\$ -
**Dept 60 - Ag & Education - Home Made	\$ 87,134	\$ -
**Dept 60 - Ag & Education - Livestock	\$ 146,692	\$ -
**Dept 60 - Ag & Education - Photography	\$ 79,492	\$ -
**Dept 60 - Ag & Education - Plant-Grow-Eat	\$ -	\$ -
**Dept 60 - Ag & Education - Student Showcase	\$ 77,527	\$ -
**Dept 60 - Ag & Education - The Farm	\$ 83,497	\$ -
**Dept 60 - Ag & Education - Theme Exhibits	\$ 101,467	\$ -
Dept 65 - Ticketing	\$ 907,159	\$ -
**Dept 65 - Ticketing - Box Office	\$ 186,661	\$ -
**Dept 65 - Ticketing - Gate Admissions	\$ 61,481	\$ -
**Dept 65 - Ticketing - Gate Attendants	\$ 197,648	\$ -
**Dept 65 - Ticketing - Midway Cashier	\$ 300,329	\$ -
**Dept 65 - Ticketing - Parking Cashier	\$ 161,040	\$ -
Total	\$ 5,032,647	\$ 93,459



Item 8-B, Consideration and vote on whether to approve the 2026 Capital Expenditures Budget [Action Item]

Background:

The 22nd District Agricultural Association (22nd DAA) has owned and operated the Fairgrounds since 1936 and has served as a community gathering place for millions of San Diegans and visitors annually.

However, over the past several years, the 22nd DAA's Fairgrounds and Surf & Turf campuses have begun to show signs of aging, which puts at risk the venues' ability to compete in the market for major events and attract and retain guests for existing events such as the annual San Diego County Fair and horse racing.

The newest structures on campus are now 25 years old. Most other structures on campus range from the 1940s to 1990s. The biggest major renovation project in recent history was for the opening of The Sound—the result of renovations to one of the newest existing buildings that was previously used for Off-Track Betting—to create opportunities for additional year-round revenue-generating events.

Historically, the 22nd DAA has financed capital expenditures through the issuance of long-term debt obligations, including bonds and loans through financial institutions and the Department of General Services. Currently, the principal and interest on debt obligations cost about \$5.2 million per year, funds that would otherwise be available for maintenance and capital investments. This debt is on track to be fully paid after 2040, which will free-up those funds in the future. In the meantime, the 22nd DAA must continue to generate enough revenue through operations alone to fund maintenance, repairs, and renovations.

Capital expenditure decisions in previous eras were oftentimes made without any specific plans for ongoing scheduled maintenance and repairs. As a result, the 22nd DAA in recent years has had to contend with a litany of maintenance issues, including leaking roofs, plumbing problems, aging infrastructure, elevator outages, escalator accidents, cracked asphalt, structural deficiencies, failing equipment, etc. To address these issues, the 22nd DAA Board approved Policy 4.05 (Financial Reserves), creating a Capital Replenishment Fund and specifying that an annual capital expenditure budget be presented to the Board for approval to draw from the Capital Replenishment Fund. In recent years, the Board has committed to reinvesting approximately \$5 million each year into capital needs, including new equipment necessary to conduct efficient and effective operations.

Previously, the 22nd DAA engaged Bureau Veritas, a world leader in facilities assessment, testing and inspection services, to conduct a Facility Condition Assessment (FCA) of the entire campus and systems. An initial draft of the FCA was completed in July and provided to staff for review, comment, and revision. The revised FCA was completed in September 2025. It is a living document that provides an overall life-cycle assessment of all current facilities and systems, along with anticipated costs for repair, renewal and replacement, to be updated regularly as repairs and other work are completed.

The FCA provides an outline for use in developing capital spending in the next 5 to 10 years. In the coming years, the 22nd DAA will be able to use the FCA and user experience information to proactively plan for future capital expenditures. The findings of the FCA identifying immediate capital needs are incorporated into the repairs and maintenance line item of the 2026 Operating Budget and the Capital Improvement Plan that informs the 2026 Capital Expenditures Budget. An overview of the FCA and findings will be provided to the Board at the upcoming meeting and an executive summary of the FCA has been provided with this report.

The 22nd DAA is also engaged in a master site planning process, and financial flexibility to make major decisions about the property will be key. Taking on new debt to maintain structures for current venue needs, especially in the current high-interest environment, would make that more challenging.

2025 Capital Expenditures Budget Recap

In 2025, the Capital Expenditures budget totaled \$5,476,505, including projects that carried over from the prior year.

In addition to various health and safety repairs, the budget included:

- Surfside, mechanical roof: \$100,665 (underway, complete in 2025)
- Surfside, boiler replacement: \$200,000 (underway, complete in 2025)
- Exhibit Hall transformer and switchgear replacement: \$360,000 (underway, complete in 2026)
- Mission Tower, repair 3 of 4 HVAC air handling units: \$215,000 (underway, complete in 2026)
- DMTC Executive Office Building, HVAC replacement: \$474,000 (underway, complete in 2026)
- Hacienda Room HVAC: \$90,000 (underway, complete in 2026)
- New Patrol Vehicle: \$38,000 (completed in 2025)
- Surfside Connection Center: \$1,000,000 (not spent in 2025, moved to 2026)
- The Sound, Handrail repair: \$175,000 (not spent in 2025, moved 2026)
- Roof repairs: general \$500,000 (not spent in 2025; revised for 2026)

- HVAC controls in the Grandstand, Caballo Hall, and Administration Building: \$200,000 (not done in 2025, on hold pending I-VU System in 2026)
- Utility Box Truck: \$100,000 (revised, mechanic's truck moved to 2026)
- Asphalt repairs: \$1,450,000 (project cancelled, consider in 2027)
- Painting O'Brien Hall: \$110,000 (project cancelled)
- Replace Grandstand Railings: \$225,000 (project cancelled)

In total, the 22nd DAA completed—and intends to complete by year's end—\$3.8 million in investments in capital needs. Some asphalt repairs and Surfside stairs replacement and coating were cancelled.

2026 Capital Expenditures Budget Highlights

In addition to carryover from projects that were planned in the 2025 budget but not completed, the following are among the projects prioritized for 2026 in alignment with the Facility Condition Assessment findings, recommendation from the Facilities team, and in consultation with DMTC:

- Transformers replacements (oldest units first)-7 to 8 units: \$400,000
- Surfside Air Handler (HVAC replacement)- \$500,000
- Grandstand Roof 2 & 3 (new roof surface): \$900,000
- Fire Alarm Panels for 5 Halls (replace old panels): \$70,000
- I-VU Building Control System (replace HVAC control panels): \$250,000
- Escalator Modernization (replace/refurbish one set): \$1,400,000
- Connection Center repairs and renovations: \$1,500,000
- The Sound handrail repair: \$175,000

This plan meets the 22nd DAA's goals of continuing to invest in capital repairs and improvements.

The recommended 2026 Capital Expenditures Budget of \$5,958,930 reinvests anticipated net revenue from year end 2025. Consistent with the approach to funding 2025 capital expenditures through the net operations of the prior year, the 2026 Cap Ex plan includes approximately \$1.7 million unspent from the 2025 Cap Ex Budget, an anticipated \$3.6 million net from 2025 operations, and an additional \$700,000 from 2026 Operating Funds. In the event net operations from 2025 do not result in a \$3.6 million surplus, it would be necessary to draw down additional amounts from the 22nd DAA's Operating Fund to completely fund the 2026 Capital Expenditures Budget.

This approach to reinvestment through the Capital Expenditures budget also provides the 22nd DAA with myriad benefits, including:

- **Value:** These investments will provide value to the 22nd DAA in the short and long term by enhancing the guest experience and ensuring that facilities remain operational and competitive in the current business environment.

- **Control:** Without needing to obtain debt financing, the 22nd DAA is better able to control costs, project phasing, and plan implementation.
- **Flexibility and stability:** Through this pay-as-you-go system, the 22nd DAA can more nimbly plan for expenses related to capital needs and shift priorities as needed.
- **Responsibility:** The 22nd DAA has budgeted responsibly and will maintain a reasonable amount of reserves and operating cash.



Item 8-B, Consideration and vote on whether to approve the 2026 Capital Expenditures Budget

Executive Summary of the Facilities Condition Assessment Report [Information Item]

Executive Summary:

This report provides a comprehensive summary and analysis of the 2025 Facility Condition Assessment (FCA) conducted for the 22nd District Agricultural Association (22nd DAA) by Bureau Veritas under contract through the California Construction Authority (CCA). The assessment represents a complete physical inventory and evaluation of the 22nd DAA's 322-acre campus, encompassing approximately 32 buildings and major infrastructure systems. The objective of the FCA is to establish a factual, data-driven foundation for capital planning, risk management, and long-term stewardship of public assets.

The assessment confirms that the Del Mar Fairgrounds remains fundamentally sound and serviceable but exhibits widespread signs of aging consistent with the property's history, coastal environment, and intensity of use. Roofing, mechanical, and electrical systems represent the most significant areas in need of repairs and upgrades. The Facility Condition Index (FCI) values calculated by Bureau Veritas place the majority of buildings in the 'Fair' category (10–30%), meaning they are fully functional but approaching or at the end of service life for key systems that support the buildings.

The FCA provides a defensible, quantitative basis for prioritizing future capital projects. It is not a design document or budget in itself, but a diagnostic tool that allows the 22nd DAA to allocate resources strategically and transparently. This report summarizes the FCA's methodology, findings, and implications, and outlines next steps toward development of a multi-year Capital Improvement Plan (CIP).

Background:

The Del Mar Fairgrounds, owned and operated by the 22nd District Agricultural Association, is a complex, multi-use public venue constructed in the 1930s and expanded over successive decades. It includes horse racing and equestrian facilities, exhibit halls, concert and entertainment venues, administration and operations buildings, and extensive public infrastructure such as parking, roads, utilities, and site lighting.

In coordination with the California Construction Authority, the 22nd DAA commissioned Bureau Veritas to perform a Facility Condition Assessment to establish a current, objective understanding of the condition of Fairgrounds assets. The FCA is intended to serve as a baseline reference for maintenance planning, capital budgeting, and strategic reinvestment decisions.

Purpose and Methodology of the FCA

The FCA is a standardized engineering process used across state agencies and public institutions to evaluate the physical condition of facilities and infrastructure. The assessment examines building components and systems including structure, building envelope, roofing, mechanical, electrical, plumbing, fire and life safety, accessibility, and site utilities.

Bureau Veritas conducted site inspections between March 2023 and May 2025. Field teams reviewed architectural and MEPF systems, documented observed deficiencies, and estimated the remaining useful life of key components based on construction or installation date, expected useful life, current condition, recent repairs and upgrades. Cost estimates were developed using industry-standard data and localized cost factors. All findings were entered into the AssetCalc database to support future updates and scenario modeling.

The assessment results in two primary outputs:

- A database of observed deficiencies, with estimated costs and recommended years of correction.
- Calculation of the Facility Condition Index (FCI) for each building, providing a benchmark for comparative analysis.

What the FCA Does—and Does Not—Provide

The FCA provides a factual snapshot of physical conditions and anticipated renewal costs. It identifies deficiencies, assigns costs, and supports long-range capital planning. However, there are important limitations to its scope.

The FCA Does:

- Establish a baseline inventory of assets and their condition.
- Quantify deferred maintenance and future renewal costs.
- Provide objective indices (FCI) for prioritization and benchmarking.
- Calculate useful life based on age.
- Serve as a foundation for multi-year capital and maintenance planning.

The FCA Does Not:

- Evaluate operational efficiency or space utilization.
- Take into account expected use or non-use.
- Make recommendations for repair or replacement.

- Include design, code compliance, or environmental studies.
- Estimate costs for programmatic improvements or new construction.
- Capture issues concealed from visual inspection or occurring after the survey date.

The FCA should therefore be viewed as a technical tool that informs, but does not replace, management judgment and Board discretion.

Summary of Findings and Key Observations:

The 22nd DAA facilities remain structurally stable but exhibit conditions typical of an aging, salt-air environment. The following summarizes principal findings across the campus:

- **Structural and Architectural Systems:** Most buildings are sound, but exterior finishes, roofing, and corrosion-prone elements show wear. Roofing deficiencies are a major cost driver.
- **Mechanical, Electrical, and Plumbing (MEP):** Systems vary widely in age. Several HVAC units and electrical panels are beyond their useful life. Fire protection systems are inconsistent.
- **Accessibility and Life Safety:** Most buildings are compliant for general access, but certain older structures require further study for ADA and alarm upgrades.
- **Site Infrastructure:** Asphalt surfaces, parking lots, and stormwater drainage require resurfacing and grading improvements.
- **Technology Infrastructure:** IT and communication systems are outdated and not integrated campus-wide.

Overall, the FCA categorizes most facilities in 'Fair' condition, meaning that while safe and operational, they will require capital renewal within the 5–10-year planning horizon to prevent deterioration.

Facility Condition Index (FCI) Analysis

The Facility Condition Index (FCI) measures the ratio of current repair costs to the current replacement value (CRV) and provides a gauge of overall condition:

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

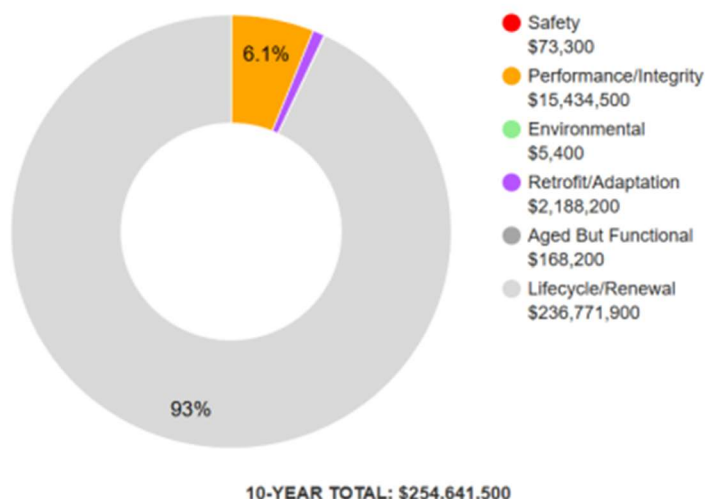
Across the portfolio, FCI values range primarily from 10% to 25%, placing the Fairgrounds in the 'Fair' category. The Grandstands, Bing Crosby Hall, and Exhibit Hall rank toward the higher end of this range, while newer structures such as the Wyland Center and Expo Center are lower. The aggregate campus FCI represents a healthy but aging asset base requiring timely reinvestment.

Plan Type Cost Distribution and Implications

Each cost item identified in the FCA is categorized by 'Plan Type' to explain the reason for the recommended work:

Plan Type Descriptions	
Safety	■ An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■ Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■ Does not meet ADA, UFAS, and/or other accessibility requirements.
Environmental	■ Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■ Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■ Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)	
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In the assessment, approximately two-thirds of identified costs fall under Performance/Integrity and Lifecycle/Renewal, indicating a need for systematic reinvestment rather than emergency repair. Safety-related items are comparatively limited, reflecting an overall safe operating environment.

Interpretation and Board-Level Considerations:

The FCA data provides the 22nd DAA with a planning framework rather than a prescriptive to-do list. Its value lies in comparative analysis and prioritization. For example, a building with an FCI of 25% is not unsafe but is approaching the point where cumulative renewal costs may equal replacement cost. The FCA thus assists the Board in determining whether to invest, repurpose, or replace.

For financial planning purposes, the FCA should be integrated into the Capital Improvement Plan and updated on a rolling five-year cycle. Projects identified through the FCA can be sequenced by urgency, cost, and operational impact. The data also supports external funding requests, as it provides transparent justification for state or grant assistance.

It is recommended that the Board view FCI trends in context: the goal is not a specific numerical target, but sustainable reinvestment that prevents the overall condition index from rising year over year.

Next Steps and Recommendations:

Based on the FCA findings, the following next steps are recommended:

- Validation: Staff to review and reconcile the Bureau Veritas dataset against completed or in-progress projects to ensure accuracy.
- Prioritization: Develop a facility-by-facility matrix ranking projects by FCI, safety impact, and operational criticality.
- Integration: Incorporate priority projects into the multi-year Capital Improvement Plan (CIP) and align with the annual budget cycle.
- Preventive Maintenance: Use FCA data to enhance preventive maintenance schedules and reduce future deferred costs.
- Funding Strategy: Identify potential funding sources, including state allocations, grants or partnerships.
- Reassessment: Schedule an update to the FCA every five years, or sooner if significant projects are completed.

Implementation of these steps will allow the 22nd DAA to use the FCA as a living management tool that guides responsible, transparent stewardship of Fairgrounds facilities.

Conclusion:

The 2025 Facility Condition Assessment provides the 22nd DAA with a comprehensive, data-supported understanding of the current state of the Del Mar Fairgrounds. The findings confirm that the campus remains operationally sound, but that deferred renewal is accumulating in predictable areas. The FCA establishes a factual basis for prioritizing investments, managing risk, and planning for the next decade of capital improvements.

By integrating this assessment into ongoing capital and maintenance planning, the 22nd DAA will strengthen its ability to make informed, transparent decisions that preserve the Del Mar Fairgrounds as a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

2026 Capital Expenditures Budget

22nd District Agricultural Association

Priority - Risk Rank	Facility: Investment	Total Budget (2024 & 2025)	Change in Budget	Total Spent	Total 2025 Carryover	Total 2026 Budget
2025						
CANCELED	Asphalt: Repairs in Infield, Solana Ramp, Green Lot, West Lot	\$ 3,230,000	\$ (654,495)	\$ 2,190,000	\$ -	\$ -
CANCELED	Surfside: Mechanical Roof	\$ 207,000	\$ 3,000	\$ 210,000	\$ -	\$ -
CANCELED	Surfside: replace exterior stairs and deck coating	\$ 500,000	\$ (500,000)	\$ -	\$ -	\$ -
CANCELED	Replace Grandstand Railings	\$ 225,000	\$ (225,000)	\$ -	\$ -	\$ -
CANCELED	Replace: Jockey Kitchen HVAC	\$ 30,000	\$ (30,000)	\$ -	\$ -	\$ -
					\$ -	
in Progress	Exhibit Hall: transformer and switchgear replacement	\$ 360,000		\$ 300,000	\$ 60,000	\$ 60,000
in Progress	Education kitchen	\$ 106,094		\$ 106,094	\$ -	\$ -
in Progress	DMTC Executive Office Building: HVAC replacement	\$ 474,000		\$ 474,000	\$ -	\$ -
in Progress	Hacienda Room HVAC	\$ 90,000		\$ 90,000	\$ -	\$ -
					\$ -	
DONE	Promenade Design	\$ 6,125	\$ (6,125)	\$ -	\$ -	\$ -
DONE	Mission Tower: repair 3 of 4 HVAC air handling units	\$ 215,000	\$ (5,000)	\$ 210,000	\$ -	\$ -
DONE	Surfside: replace Box Office HVAC	\$ 10,000		\$ 10,000	\$ -	\$ -
DONE	Replace: Caballo HVAC	\$ 25,000		\$ 25,000	\$ -	\$ -
					\$ -	
					\$ -	
2025	Surfside: replace boiler	\$ 200,000	\$ 32,000	\$ 232,000	\$ -	\$ -
Total 2025		\$ 5,678,219	\$ (1,385,620)	\$ 3,847,094	\$ 60,000	\$ 60,000

New for 2026						
	Transformers - (7 to 8 units of 32 total)	\$ -		\$ -	\$ -	\$ 400,000
	Surfside Air Handler	\$ -		\$ -	\$ -	\$ 500,000
	Grandstand Roof 2 & 3	\$ -		\$ -	\$ -	\$ 900,000
	Fire Alarm Panels for 5 Halls	\$ -		\$ -	\$ -	\$ 70,000
	IVU, replace HVAC Control Pannels Districtwide	\$ -		\$ -	\$ -	\$ 250,000
	Escalator Modernization - one set					\$ 1,400,000
	Total 2026	\$ -	\$ -	\$ -	\$ -	\$ 3,520,000

From 2025						
	Surfside: The Connection Center	\$ 1,000,000		\$ -	\$ 1,000,000	\$ 1,500,000
	The Sound: Handrail repair	\$ 175,000	\$ -	\$ -	\$ 175,000	\$ 175,000
	Total	\$ 1,175,000	\$ -	\$ -	\$ 1,175,000	\$ 1,675,000
Total Capital Expenditures:						\$ 5,255,000

	Equipment: New & Replace	Total Budget (2024 & 2025)	Change in Budget	Total Spent	Total 2025 Carryover	Total 2026 Budget
Done	Mobile Electronic Traffic Sign	\$ 26,000	\$ 4,053	\$ 30,053	\$ -	\$ -
Done	Rigid Water Jetter	\$ 12,000	\$ (2,370)	\$ 9,630	\$ -	\$ -
Done	10K Projector	\$ 15,000	\$ (11,466)	\$ 3,534	\$ -	\$ -
Done	Parking Trailer Replacement	\$ 40,000	\$ (11,684)	\$ 28,316	\$ -	\$ -
Done	Monitor for Underground Inspection Camera	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ -
Done	Security Camera Server	\$ 7,000	\$ (207)	\$ 6,793	\$ -	\$ -
					\$ -	
Canceled	16x9 Fast Fold Screen	\$ 10,000	\$ (10,000)	\$ -	\$ -	\$ -
					\$ -	
In Progress	Surfside Generator automatic transfer switch	\$ 40,000		\$ -	\$ 40,000	\$ 40,000
					\$ -	
	Mechanic Truck	\$ 110,000	\$ (50,000)	\$ -	\$ 60,000	\$ 60,000
	Digital Radio System	\$ 67,930		\$ -	\$ 67,930	\$ 517,930
	Large Format Printer	\$ 10,000		\$ -	\$ 10,000	\$ 10,000
	Golf Carts			\$ -	\$ -	\$ 50,000
	Patrol Vehicle				\$ -	\$ 26,000
Capital Equipment Subtotal				\$ 84,326	\$ 177,930	\$ 703,930

Total Capital and Equipment expenditure:						\$ 5,958,930
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Item 8-C, 2026 Delegation of Authority

In Brief:

- On an annual basis, the 22nd DAA Board must authorize credit card use and determine the level of contract approval and check signing authority to delegate to the CEO.
- The Board separately approves a budget under which the CEO and 22nd DAA operate.
- Almost all the contracts executed under the authority delegated to the CEO provide for the production of the San Diego County Fair.
- The level of contract approval and check signing authority is consistent with other industry entities and local governments.
- Adopting the Delegation of Authority language, thresholds, and requirements that the Board previously adopted for 2025 ensures that business operations continue without interruption.

Background:

In accordance with compliance regulations and requirements of the California Department of Food & Agriculture (CDFA), the 22nd District Agricultural Association (22nd DAA) Board of Directors must annually, or upon the appointment of a new Chief Executive Officer (CEO):

- 1) Determine the level of contract approval to delegate to the CEO or their designee;
- 2) Determine the check signing authority to delegate to the CEO or their designee; and
- 3) Authorize credit card use.

The delegation may be given based upon dollar amount and/or type of contracts. For all contracts that do not fall under the Delegation of Authority, Board approval is required prior to entering into the contract. An Agreement is a document that has a legal effect, regardless of whether it is called a contract.

Process/Approach:

Delegations of authority are a standard practice, especially in Board-manager structures, to ensure smooth and effective business operations. According to the Society on Corporate Governance, delegation of authority policies "can be critical to internal controls and operational effectiveness."

The Board may set the thresholds under which contracts can be approved without a duly noticed meeting of the Board. Under CEO Carlene Moore, these contracts are provided in full in the Board meeting materials each month to provide the Board and public with transparency. (Previously, as late as 2019, the Board was generally not provided copies of contracts for Board approval or those executed under the CEO's delegated authority).

Beginning in 2023, the Board has delegated authority to the CEO to enter into Standard Agreements up to \$50,000 and Entertainment Agreements up to \$500,000, as long as these Agreements do not exceed a one-year term. The threshold for Entertainment Agreements are particularly important for Grandstand concerts as offers to perform at the Fair are considered legally binding once accepted by the entertainer.

Additionally, the Board delegated authority to the CEO to execute revenue agreements without further authorization from the Board of Directors, up to \$250,000 consisting of Rental/Operator/Lease Agreements, Sponsorship Agreements, and Vendor Agreements, as long as these Agreements do not exceed a one-year term.

The 22nd DAA's Delegation of Authority threshold are in line with many other governmental entities:

- **32nd DAA (OC Fair & Event Center):** By policy, the CEO can execute standard agreements up to \$50,000 and entertainment agreements up to \$600,000 without Board approval.
- **CalExpo (California State Fair):** By policy, the General Manager is authorized to enter into expenditure agreements up to \$100,000.
- **City of Del Mar:** By ordinance, the city manager is authorized to approve agreements up to \$60,000 without City Council approval.
- **City of Solana Beach:** By ordinance, the city manager is authorized to approve agreements up to \$50,000 without City Council approval.

Thus far in 2025, 848 contracts have been executed under the 22nd DAA CEO's delegated authority. The vast majority of these contracts are executed from April through July for fair judges, concessionaires, entertainers, and commercial exhibitors..

The 2025 Delegation of Authority, as adopted by the Board, also stated:

- Individual Project Agreements (IPA) with the California Construction Authority (CCA) require Board Chair (or Vice Chair, if the Board Chair is unavailable) and CEO approval.

- Emergency expenditures or change orders over \$100,000 also require dual approval from the CEO and Board Chair (or Vice Chair, if the Board Chair is unavailable).
- Checks for \$15,000 or more must be signed by the CEO and a second executive. In the CEO's absence, signatures are required by two Executives or Board Officers on all checks.
- The CEO is authorized to further delegate their signature authority authorizing individuals to conduct business on behalf of the 22nd DAA only when the CEO is absent. The CEO retains responsibilities for actions taken by individuals exercising delegated authority.
- The CEO is authorized to maintain a corporate travel credit card for the purpose of conducting business on behalf of the 22nd DAA.

Next Steps:

Adopt the Delegation of Authority for 2026 (on the following pages), the language of which is consistent with the Board-approved 2025 Delegation of Authority.



Delegation of Authority for 2026

(Effective January 1, 2026)

Contract Authority

The CEO has delegated authority to execute expense agreements without further authorization from the Board of Directors consistent with Policy 4.03, Contract and Procurement, including Interagency Agreements, Standard Agreements up to \$50,000, and Entertainment Agreements up to \$500,000, as long as these Agreements do not exceed a one-year term. Additionally, the CEO has delegated authority to execute revenue agreements without further authorization from the Board of Directors, up to \$250,000 consisting of Rental/Operator/Lease Agreements, Sponsorship Agreements, and Vendor Agreements, as long as these Agreements do not exceed a one-year term.

Individual Project Agreements (IPA) with the California Construction Authority (CCA) require dual approval of the CEO and Board Chair or Vice Chair in the absence of the Board Chair.

All such executed agreements are to be submitted to the Board of Directors for review at the subsequent meeting.

Expense Authority

The CEO is responsible for ensuring that the organization stays within the parameters of its approved budget during the year; the Board of Directors is responsible for providing oversight to the CEO. The CEO has delegated authority for payroll and related expenses within the approved budget; expenses for contracts that were previously approved by the Board; purchases and expenses that are otherwise categorically exempt from or exceptions to competitive bidding per Policy 4.03; and up to \$100,000 for other expenses within the approved budget made through purchases or competitive bidding.

For expenses below the \$100,000 limit, the CEO is responsible for developing and maintaining operating procedures that define signatory authority levels by position.

For expenses related to emergencies or construction change orders that exceed the \$100,000 limit, approval for such expenses requires dual approval of the CEO and Board Chair or Vice Chair in the absence of the Board Chair. Any expense related to emergencies or construction change orders approved by the CEO and the Board Chair or Vice Chair shall be reported to the full Board at the next Board meeting.

Splitting expenses or orders to avoid authority limits is unacceptable.

Check Signing Authority

The CEO has authority as the first signer for checks up to \$15,000 and the other Executives shall serve as the authorized second signature on checks over \$15,000. In the absence of the CEO, signatures are required by two Executives or Board Officers on all checks.

The signatures of those authorized shall be officially recorded on bank signature cards.

In the absence of the CEO

In addition, the Board authorizes the CEO to further delegate their signature authority authorizing individuals to conduct business on behalf of the 22nd DAA only when the CEO is absent. The CEO retains responsibilities for actions taken by individuals exercising delegated authority.

Credit Card Authority

The CEO is authorized to maintain a corporate travel credit card account, authorize additional users, and develop operating procedures for the purpose of conducting business on behalf of the 22nd DAA.

Additionally, the 22nd DAA participates in the State of California Department of General Services CAL-Card Purchase Card Program. It is a payment mechanism for the purchase of goods and services. The CEO is the CAL-Card Program Administrator for the 22nd DAA and has the authority to develop and maintain operating procedures that permit cardholders and define signatory authority levels by position and in compliance with the CAL-Card Program.

This Delegation of Authority is issued annually and expires on December 31, 2026.



PRINT

CLEAR

California State Treasurer's Office
Local Agency Investment Fund (LAIF)

Authorization for Transfer of Funds

Effective Date

11/19/2025

Agency Name

22nd District Agricultural Association

LAIF Account #

1337002

Agency's LAIF Resolution # 2024-02 or Resolution Date _____

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

Name	Title
Michael Sadegh	Finance Director
Mike Seyle	Chief Administrative Officer
Carlene Moore	Chief Executive Officer
Sam Nejabat	Board Chair
Lisa Barkett	Board Vice Chair

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

Signature
Sam NejabatPrint Name
Board ChairTitle
858-755-1161

Phone Number

Signature
Carlene F. MoorePrint Name
Chief Executive OfficerTitle
858-755-1161

Phone Number

Please provide email address to receive LAIF notifications.

Name	Email
Michael Sadegh	msadegh@sdfair.com
Mike Seyle	mseyle@sdfair.com

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

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

RESOLUTION NO. 2024-02

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

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

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

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

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

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

BE IT FURTHER RESOLVED, as follows:

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

Carlene F. Moore, 22nd DAA Chief Executive Officer

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

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

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

Michael Sadegh, 22nd DAA Director of Finance

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

PASSED AND ADOPTED, by the 22ND DAA Board of Directors of City of Del Mar, County of San Diego of State of California on April 9, 2024.

ATTEST:



Carlene F. Moore, Board Secretary



Item 8-D – Discuss and vote on whether to authorize the District to charge customers for all credit card surcharge fees in accordance with California law, and to deposit into the District’s Rainy Day Fund all revenue generated through the imposition of credit card surcharge fees

[Action Item]

In Brief:

- California law and Policy 6.03 (Cashless Operations) do not allow the 22nd DAA or its contracted food-and-beverage operators to add a credit card surcharge fee at the point of sale in addition to the advertised prices.
- The 22nd DAA is permitted to list out the cost of credit card surcharge fees as a subset of an advertised all-inclusive price.
- Policy 4.05 Financial Reserves allows for the Board to designate specific sources of revenue to be deposited into the Reserve Fund.
- Credit card surcharge fees, which are already collected by the 22nd DAA through its all-inclusive pricing, are paid to the credit card servicer, and there is no additional revenue to direct to the Reserve Fund.

Background:

At the 22nd District Agricultural Association (22nd DAA) Board of Directors (Board) meeting on November 12, 2024, the Board requested that staff look for cost-saving opportunities regarding credit card, bank, and service fees and return with more information at a later date.

In January 2025, CEO Moore provided a briefing to the Board on these fees. Information was provided on:

- The legal requirements to provide “all-in” pricing, inclusive of fees, when there is no cash option for consumers;
- The ticketing agreement with SaffireTix, which was awarded through a competitive solicitation;
- The 22nd DAA’s opportunity to add a credit card surcharge fee for contracted vendors who elect to make their payments to the 22nd DAA by credit card rather than by check or electronic funds transfer; and
- Plans to explore potential savings on banking fees through the Finance Committee.

In February 2025, the Board approved Policy 6.03 (Cashless Fair Operations), which requires all 22nd DAA operations during the San Diego County Fair, including those provided by the 22nd DAA's contracted food and beverage operators, to only accept electronic forms of payment. This means that the 22nd DAA does not have a separate price for cash and credit card transactions.

The Board that month also adopted Policy 4.05 (Financial Reserves), which established and funded a Reserve Fund.

Legal Requirements:

California law requires Concert, Sport, and Event Ticketing industries, among others, to include all fees in the upfront price of the ticket displayed to the customer. Under SB 478, which became law on July 1, 2024, the "Honest Pricing Law" or "Hidden Fees Statute" requires most businesses to advertise or list a price for a good or service that includes all required fees or charges other than certain government taxes and shipping costs (e.g. sales tax). The California Attorney General's website promotes the law by saying it reflects the philosophy that "the price a Californian sees should be the price they pay."

At the federal level, the Federal Trade Commission has also issued a ruling that essentially "requires businesses to display the total price more prominently than most other pricing information. This means that the most prominent price in an ad needs to be the all-in total price—truthful itemization and breakdowns are fine but should not overshadow what consumers want to know: the real total."

(Source: [*Federal Trade Commission Announces Bipartisan Rule Banning Junk Ticket and Hotel Fees | Federal Trade Commission*](#))

22nd DAA "All-in Pricing" History:

Prior to the enactment of these new legal requirements, the 22nd DAA already had a practice of providing all-in pricing for all ticket types for the San Diego County Fair, as well as parking for non-fair events, in the spirit of conducting business with its patrons in an open and transparent manner. This means that the prices are set to factor in any fees that will be subsequently paid to the ticketing provider and the credit card servicer.

This practice was also consistent across the Network of California Fairs, including the largest of the fairs, such as the Orange County Fair, Los Angeles County Fair, Alameda County Fair, and the California State Fair.

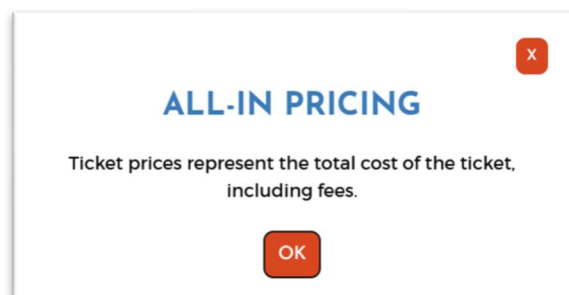
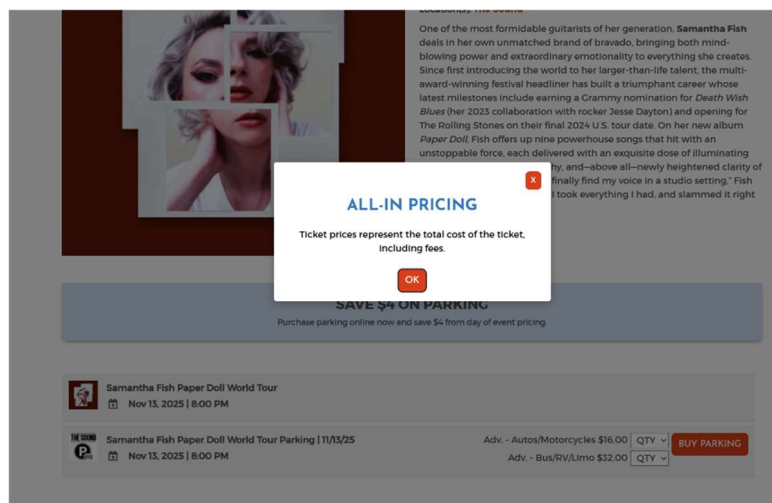
Many other event venues' ticketing providers — as well as 22nd DAA operators Belly Up and the Del Mar Thoroughbred Club — advertise all-inclusive prices but list out the fees as line-items for the consumers when completing the transaction at the point of sale. This shows customers how much of their payment goes toward the ticket price, and how much goes toward any fees.

Consistent with Fair and event industry best practices, the 22nd DAA does not list out the fees as line-items for the consumers when completing the transaction at the point of sale for Fair admission, parking, concert, and carnival tickets.

Under its agreement with SaffireTix, the 22nd DAA collects all revenues and then pays the credit card servicers and the ticketing provider their respective revenue shares. Under previous ticketing agreements, the 22nd DAA's past ticketing provider collected all the revenue from consumers, kept its share, and then paid the 22nd DAA.

In both arrangements, credit card surcharge fees are collected and paid, and the 22nd DAA retains the net. The current arrangement simply allows the 22nd DAA to receive funds directly and to withhold payment of fees if services do not meet expectations. The effective net-zero revenue and expenditure associated with this arrangement are reflected in the 22nd DAA's financial statements.

When customers go to buy tickets from the 22nd DAA, they are informed, via a pop-up window, that the total cost of their transaction already includes fees:



Rainy Day Fund

Under Policy 4.05 (Financial Reserves), the Board designated \$11,250,000 of its existing accumulated liquid unrestricted net assets as the beginning balance of the Reserve Fund (often referred to as the Rainy Day Fund). The policy allows for the Board to occasionally "direct that a specific source of revenue be set aside for the Reserve Fund."

However, credit card surcharge fees collected would be paid to credit card servicers, meaning no revenue derived from credit card surcharge fees would be available to deposit into the Reserve Fund.

Considerations:

California law requires all-in pricing. This means that the 22nd DAA cannot advertise a price and then tack on additional credit card surcharge fees at the point of sale.

Known options available to the 22nd DAA include a) keeping practices as is and consistent with Fair industry practices or b) displaying a line-item showing the portion of the total cost that pays for the fees. (This is a practice of other ticketing providers). In both instances, the total is the advertised price that is shown to the customer. If the Board prefers option b), the customer will see the line-item at the point of sale (POS) as a subset of the total advertised price.

22nd DAA Point of Sale (POS)

ORDER SUMMARY		1 Items
Order Subtotal		\$16.00
Total		\$16.00

Ticketmaster POS

TOTAL	\$357.76
Tickets	
Verified Resale Tickets: \$150.00 x 2	\$300.00
Fees	
Service Fee	\$57.76
Cancel Order	
*All Sales Final - No Refunds or Exchanges	
☐ I have read and agree to the current Terms of Use and Resale Purchase Policy , including the arbitration agreement and class action waiver, updated in August 2025.	
Place Order	
*Exceptions may apply, see our Terms of Use .	

SeatGeek POS

	
MLS Cup Conference Semifinals: Minnesota United FC at San Diego FC Mon Nov 24 at 7:00pm SnapDragon Stadium, San Diego, CA	
Amazing Deal	
Tickets	\$95.00 x 2
Fees	\$22.58 x 2
Add promo code	
Total	\$235.16

Alternatively, the 22nd DAA could also or instead raise its all-in prices under the auspice of covering credit card surcharge fees but will still need to advertise the all-inclusive price.



**Item 8-E-1, DMTC Liaison Committee Report –
Consideration and vote on whether to reimburse DMTC up
to \$3,000,000 payable over five years for the replacement
and modernization of three existing video boards**

[Action Item]

In Brief:

- The DMTC Liaison Committee (the Committee) is asking the Board to consider modernizing the video boards for the Grandstand, the Paddock, and the “Five Points” intersection of Via de la Valle and Jimmy Durante Boulevard.
- The video board at Five Points was replaced in October 2025 with a larger and higher-resolution screen.
- The Committee believes new video boards will enhance the guest experience, earn incremental revenue, and make the Fairgrounds more competitive for future Breeders’ Cups.

Background:

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

- Meet with the Del Mar Thoroughbred Club (DMTC) on matters related to the horse racing industry and horse racing at the Del Mar Fairgrounds.
- Review financial and contract performance by DMTC.
- Report to the Board on the status of horse racing and making recommendations regarding matters pertaining to 22nd DAA’s relationship with DMTC.

Process/Approach:

The Committee is interested in upgrading video boards at the Del Mar Fairgrounds. DMTC has received a quote of \$2.81 million from Daktronics to:

- Expand the Grandstand video board to a size of 27.5 x 88 feet, from its current size of 20.4 x 34.8 feet. A new video board would also have higher resolution; and
- Replace the Paddock video board with a new higher-resolution video board of the same size (9.6 x 15.6 feet).

The pages following this report display renderings of the proposed video boards.

In October 2025, the 22nd DAA, through Daktronics, replaced the Five Points video board, which advertises upcoming events and activities at the Fairgrounds, 24 hours a day, 7 days a week. The new board is slightly larger and has a significantly higher resolution.

The Committee believes the two upgraded video boards inside the Fairgrounds will enhance the guest experience, provide incremental revenue growth opportunities (such as sponsorship revenue), and may be viewed favorably by the Breeders' Cup World Championships as it evaluates future host sites. The Breeders' Cup has announced locations for 2026 and 2027, meaning the event could return to Del Mar in 2028 or later.

The goal is to have the video boards installed and ready for Opening Day of the Summer Race Meet in July 2026. Daktronics has quoted a six-month lead time and an additional two months for installation, which means time is of the essence.

Recommendation:

The Committee recommends authorizing reimbursement to DMTC up to \$3,000,000 payable over five (5) years, with no more than \$600,000 per year, for the replacement and modernization of the three existing video boards.

OPTION 1

- 6.6mm Video Display
960x4020 pixels
21' x 87.93'



DEL MAR THOROUGHBRED CLUB

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SCREENS AND/OR PRINTER CALIBRATION MAY IMPAIR VISUAL ACCURACY OF SPECIFIED COLORS SHOWN.



OPTION 2

- 6.6mm Video Display
1260x4020 pixels
27.56' x 87.93'



DEL MAR THOROUGHBRED CLUB

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Item 8-E-2, DMTC Liaison Committee Report – Discussion and vote on whether to recommend the State Race Track Leasing Commission explore legal options available to extend the term of the Del Mar Race Track Operating Agreement so that the Agreement remains in effect until the Del Mar Race Track Authority’s Series 2015 Bonds have been fully paid off
[Action Item]

In Brief:

- The State Race Track Leasing Commission (the Commission) was created in 1968 with the authority to enter into leases or other agreements to provide horseracing at the Del Mar Race Track on behalf of the 22nd District Agricultural Association (22nd DAA).
- The agreement with the Del Mar Thoroughbred Club (DMTC) to operate races at the Del Mar Fairgrounds & Race Track is set to expire at the end of 2030 (Operating Agreement).
- The Del Mar Race Track Authority (RTA) Series 2015 Revenue Bonds are stated to mature as of October 1, 2038, leaving an 8-year gap between the expiration of the Operating Agreement and the maturity date for the RTA Series 2015 Revenue Bonds.
- The bonds are paid by Net Horse Racing Revenues paid by DMTC through the Operating Agreement and Net Concessions Revenue paid by the 22nd DAA to cover any shortfall between the debt payment and the DMTC contribution.
- In the interest of serving as good financial stewards of the 22nd DAA, the DMTC Liaison Committee is requesting that the Board of Directors requests that the Commission explore options for extending the Operating Agreement through 2038.

Background:

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

- Meet with the Del Mar Thoroughbred Club (DMTC) on matters related to the horse racing industry and horse racing at the Del Mar Fairgrounds.
- Review financial and contract performance by DMTC.
- Report to the Board on the status of horse racing and making recommendations regarding matters pertaining to 22nd DAA’s relationship with DMTC.

Process/Approach:

On January 1, 2011, following completion of a competitive bidding process, the Commission (acting on behalf of the 22nd DAA) and the DMTC entered into the Operating Agreement. The Operating Agreement provided DMTC with the exclusive right to operate thoroughbred horse racing at the Del Mar Fairgrounds under an initial five-year term, with three, five-year options.

In 2024, the Commission — with the 22nd DAA's recommendation — approved the third and final five-year option of the Operating Agreement, which ends December 31, 2030.

DMTC's horse racing operations are financially important to the 22nd DAA and to the debt financing. The 22nd DAA has an eight-year gap between the end of the Operating Agreement and the full repayment of the RTA Series 2015 Revenue Bonds. Through the Pledge Agreement, these bonds are paid by Net Horse Racing Revenue paid by DMTC, supplemented by Net Concessions Revenue (that portion of funds which the 22nd DAA receives and retains under the agreement between the 22nd DAA and Premier Food Services, Inc., including the food and beverage revenue derived from the annual summer and fall race meets) in the event of a shortfall between the debt payment and contribution from DMTC.

Per Food and Agriculture Code Section 4353, the Commission may enter into leases or other agreements for the use of the Del Mar Race Track and any other property owned or controlled by the 22nd DAA which the commission shall deem necessary to provide horseracing at Del Mar Race Track. Any such lease or agreement shall be on behalf of the 22nd DAA, which shall continue in control of its property, subject to the conditions and terms of that lease or agreement. The Commission retains the authority to renegotiate, amend or terminate the Operating Agreement.

Recommendation:

The Committee recommends requesting the Commission to explore legal options available to extend the term of the Del Mar Race Track Operating Agreement so that the Agreement remains in effect until the Del Mar Race Track Authority's Series 2015 Bonds have been fully paid off. The Committee further requests that the Commission report back to the 22nd DAA on the available options.



Nov. 12, 2025

Dear 22nd District Agricultural Association Board of Directors,

On behalf of the Breeders' Cup Limited (BCL) Board of Directors, Members, and our entire team, thank you for a truly unforgettable and successful 2025 World Championships at Del Mar. The Breeders' Cup has always stood for excellence and this year's event certainly met that standard. Over two-days, near-capacity crowds totaling more than 65,000 enjoyed Thoroughbred racing at its highest level along with the unparalleled hospitality of the Del Mar Thoroughbred Club (DMTC). The event also reached a global audience via NBC Sports and generated over \$207 million in global wagering — the third-highest total in Breeders' Cup history.

After an incredible run for the World Championships at Del Mar — four of the last nine years — the Breeders' Cup will be held at Keeneland (Lexington, KY) in 2026 and Belmont Park (Elmont, NY) in 2027. Keeneland recently completed a \$93 million paddock renovation, and Belmont Park will debut a new \$600 million facility in 2026.

Just as with other major sporting events like the Super Bowl and the Olympics, BCL evaluates future host sites several years in advance. We understand that DMTC's Operating Agreement to conduct Thoroughbred racing at the Del Mar Fairgrounds expires at the end of 2030. In view of DMTC's exemplary management, strong financial performance, and industry-leading equine safety and welfare protocols, BCL sincerely hopes DMTC will continue its operations well beyond the current term.

However, given the current expiration date of DMTC's Operating Agreement, our Selection Committee will be unable to consider Del Mar as a host site beyond 2030. Should the term of DMTC's Operating Agreement be extended, we would appreciate being notified at the earliest opportunity.

As evidenced by the upcoming locations for 2026 and 2027, venue enhancements are a key factor in our future Breeders' Cup site selection process. With that in mind, we would welcome any updates on planned improvements at Del Mar so we can take them into consideration when evaluating future host locations.

Del Mar's near-perfect weather, abundance of outstanding hotels and restaurants, the enthusiastic embrace of the local community, and the incredible support from members of the Board and management team at the 22d Agricultural Association make Del Mar an ideal host for the Breeders' Cup. We very much look forward to an opportunity to return.

Sincerely,

Drew Fleming
President and CEO
Breeders' Cup Limited



NEWS

2025 BREEDERS' CUP SHOWCASES ELITE INTERNATIONAL RACING

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Forever Young, Ethical Diamond, Ted Noffey Lead Remarkable 42nd Breeders' Cup World Championships

DEL MAR, Calif. (Nov. 7, 2025) – Led by the spectacular victory of Japanese standout Forever Young (JPN) in the Longines Breeders' Cup Classic (G1), the shocking upset by Ethical Diamond (IRE) in the Longines Breeders' Cup Turf (G1), and the gutsy performance of Ted Noffey in the FanDuel Breeders' Cup Juvenile (G1), the 42nd Breeders' Cup World Championships at Del Mar Thoroughbred Club proved once again to be the premier showcase of elite international horse racing.

Top horses bred in a record 13 countries (Argentina, Australia, Canada, Chile, France, Germany, Great Britain, Ireland, Japan, Peru, South Africa, the United States, and Uruguay) competed along with a global cast of the world's top trainers, jockeys, owners, and breeders. Attendees enjoyed outstanding culinary experiences, high fashion, and top entertainment at Del Mar, "Where the Turf meets the Surf" on the shores of the Pacific Ocean.

The 2025 World Championships began with the "Future Stars Friday" program of five races for 2-year-olds on Oct. 31. Swibank Stables, LLC, Medallion Racing, Joey Platts, and Mark Stanton's Cy Fair (\$12) surged to the front at the eighth pole in the \$1 million Breeders' Cup Juvenile Turf Sprint (G1) going 5 furlongs and secured a three-quarters of a length victory under Irad Ortiz Jr., giving trainer George Weaver his first Breeders' Cup victory. In the \$2 million NetJets Breeders' Cup Juvenile Fillies (G1), West Point Thoroughbreds, Spartan Equine Racing, LLC, Robert Gardiner, and Michael Olszewski's Super Corredora (\$19.60) broke on top and never looked back in capturing the 1 1/16-mile, \$2 million NetJets Breeders' Cup Juvenile Fillies (G1) by three-quarters of a length over favored Explora. Super Corredora, trained by John Sadler, was ridden by Hector Barrios, who gained his first Breeders' Cup win.

In the \$1 million John Deere Breeders' Cup Juvenile Fillies Turf (G1) at 1 mile, Europe earned its first win of the 2025 World Championships when 20-1 Balantina (IRE), ridden by Oisin Murphy, came from 10th place and gained ground along the inside to win by 1 1/4 lengths over Pacific Mission (GB) for Medallion Racing, Parkland Thoroughbreds, Reeves Thoroughbred Racing and Lissa McNulty, and first-time Breeders' Cup-winning trainer Donnacha O'Brien. Favored Ted Noffey (\$3.60) battled second-choice Brant down the stretch of the 1 1/16-mile, \$2 million FanDuel Breeders' Cup Juvenile (G1) before prevailing over longshot Mr. A.P. by 1 length, with Brant finishing third. Trained by Todd Pletcher, Ted Noffey remained unbeaten for owner Spendthrift Farm.

Derrick Smith, Mrs. John Magnier, and Michael Tabor's Gstaad (GB) (\$4.40) circled the field in the \$1 million Breeders' Cup Juvenile Turf (G1) going 1 mile and came home a three-quarters of a length winner under Christophe Soumillon. It was trainer Aidan O'Brien's 21st Breeders' Cup win, moving him ahead of the late D. Wayne Lukas for all-time wins by a Breeders' Cup trainer.

Championship Saturday, Nov. 1, began with a powerful performance from By Talla Racing LLC's Splendora (\$7.80), who took the \$1 million PNC Bank Breeders' Cup Filly & Mare Sprint (G1) at 7 furlongs by 4 3/4 lengths over Vahva for trainer Bob Baffert and jockey Flavien Prat. Next, two females dominated rivals in the 5 furlong, \$1 million Prevagen Breeders' Cup Turf Sprint (G1). Morplay Racing LLC and Qatar Racing LLC's 3-year-old filly Shisospicy (\$12.60) went gate to wire, scoring a 2 1/2-length victory over

the 5-year-old mare Ag Bullet for trainer Jose D'Angelo — who won his first Breeders' Cup race — and jockey Irad Ortiz Jr. The heroics for D'Angelo continued in the next race, the 6 furlong, \$2 million Cygames Breeders' Cup Sprint (G1), when he saddled Leon King Stable Corp and Julia and Michael Iavarone's favored Bentornato (\$5.40) to a front-running 2 1/2-length victory with Irad Ortiz Jr. again aboard the winner.

Gaining some solace over the scratch of top 2-year-old Sovereignty days before the

OCT. 30 & 31	351 : 22 : 07 : 44
KEENELAND	days hrs min sec

miles, when the 5-year-old mare dictated terms from the start and scored a 5 1/2-length victory under Junior Alvarado.

The biggest surprise of the two-day festival took place in the \$5 million Longines Breeders' Cup Turf (G1) at 1 1/2 miles when the Willie Mullins-trained Ethical Diamond (IRE) (\$57.40) stormed home from 10th to first in the stretch to defeat defending champion and two-time Breeders' Cup Turf winner Rebel's Romance (IRE) by 1 1/4 lengths at odds of 27-1. It was the first Breeders' Cup starter for Mullins, and the first Breeders' Cup mount for jockey Declan McMonagle.

In the \$7 million Longines Breeders' Cup Classic at 1 1/4 miles, the first three finishers from the 2024 Longines Breeders' Cup Classic — Sierra Leone, Fierceness, and Forever Young — headlined a stellar field. This time, the Japanese star Forever Young would be the story of the day. Staying close to the pace throughout, Forever Young, ridden by Ryusei Sakai, took the lead with a quarter of a mile remaining over Fierceness and Preakness Stakes (G1) winner Journalism. In deep stretch, defending champion Sierra Leone mounted a charge, but came up a half-length short of Forever Young, with Fierceness finishing third. Trained by Yoshito Yahagi, Forever Young (\$9) became the first overseas runner since Arcangues in 1993 to win the Breeders' Cup Classic. It was also Yahagi's third Breeders' Cup victory, having taken both the Longines Breeders' Cup Distaff with Marche Lorraine (JPN) and the Breeders' Cup Filly & Mare Turf with Loves Only You (JPN) in 2021 at Del Mar. It was also the first Breeders' Cup win for Sakai.

Godolphin trainer Charlie Appleby continued his remarkable success in the \$2 million FanDuel Breeders' Cup Mile (G1) on turf. His 4-year-old favored Notable Speech (\$7.20), third in last year's Mile, unleashed a torrid stretch drive to defeat Formidable Man by 1 1/2 lengths under jockey William Buick. It was Appleby's fourth win in the Mile in the last five years.

Baffert won his second race of the day in the \$1 million Breeders' Cup Dirt Mile (G1) as he watched Baoma Corp's 4-year-old Nysos (\$3.40), with Flavien Prat aboard, defeat another trainee, Citizen Bull, by a head in a dramatic battle to the wire. It was Baffert's

21st Breeders' Cup win, moving him into a tie with Aidan O'Brien on the all-time Breeders' Cup wins list for trainers.

Closing out the 2025 Breeders' Cup, France claimed victory when Peter Brant's 3-year-old Gezora (FR), off at 9-1, battled to the front of the 1 3/8-mile, \$2 million Maker's Mark Breeders' Cup Filly & Mare Turf (G1) to win by half-length under Mickael Barzalona for first-time winning trainer Francis-Henri Graffard.

France joined the United Kingdom, Ireland, Japan, and the United States as countries that won Breeders' Cup races. This year's 14 Breeders' Cup winners were sired by 14 different stallions.

Jockey Irad Ortiz Jr. won the Bill Shoemaker Award as the most outstanding jockey of the World Championships, winning three races compared to two wins for Flavien Prat, who won the award in 2024. It was the sixth time that Ortiz won the Shoemaker Award.

Total all-sources handle for the two-day Breeders' Cup World Championships was \$180,036,799, the third highest total handle in the history of the event and an increase over the 2024 total handle of \$179,218,631. Total common pool handle on Saturday's 12-race Breeders' Cup card was \$118,028,444. All-sources common-pool handle on Breeders' Cup's 10-race Future Stars Friday card was \$62,008,354.

On-track handle for the two days was \$18,079,169. Saturday's attendance was 35,173. Combined with Friday's crowd of 30,059, total attendance for the Breeders' Cup World Championships was 65,232.

The 2025 World Championships was broadcasted domestically by NBC Sports, Peacock, USA Network, and FanDuel TV, and to more than 180 countries around the world, with live telecasts on ITV4, Sky Sports Racing, and Racing TV in the UK, Virgin Media in Ireland, ESPN in Latin America, Green Channel, Abema TV, and Netkeiba in Japan, Sportsnet in Canada, SuperSport across Africa, FanCode in India. New this year, all royalties received from Breeders' Cup merchandise were donated to Breeders' Cup Charities. Fans supported "Champions Give Back," a campaign dedicated to raising funds and awareness for key industry non-profits and the broader Thoroughbred racing community at BreedersCup.com/Charities.



2025 BREEDERS' CUP WORLD CHAMPIONSHIPS ATTENDANCE & HANDLE

DEL MAR, Calif. (Nov. 1, 2025) — Total all-sources handle for the two-day Breeders' Cup World Championships at Del Mar Thoroughbred Club was \$180,036,799, Breeders' Cup Limited announced, the third highest total handle in the history of the event and an increase over the 2024 total handle of \$179,218,631.

Total common-pool handle on Saturday's 12-race Breeders' Cup card was \$118,028,444. All-sources common-pool handle on Breeders' Cup's 10-race Future Stars Friday card was \$62,008,354.

On-track handle for the two days was \$18,079,169. Saturday's attendance was 35,173.

The Breeders' Cup World Championships will return to Keeneland Race Course in Lexington, Ky. in 2026, when the 43rd edition will be held October 30-31.

Breeders' Cup Two-Day Attendance & Handle (Common-Pool) History:

Year	Location	Attendance	Handle
2025	Del Mar	65,232	\$180,036,799
2024	Del Mar	67,418	\$179,218,631
2023	Santa Anita	109,624	\$176,281,989
2022	Keeneland	85,824	\$189,060,373
2021	Del Mar	47,089	\$182,908,409
2020	Keeneland	No Attendance Reported Due to COVID-19	\$160,472,893
2019	Santa Anita	109,054	\$174,628,986
2018	Churchill Downs	112,672	\$157,445,841
2017	Del Mar	70,420	\$166,077,486
2016	Santa Anita	118,484	\$156,861,811
2015	Keeneland	94,652	\$149,869,035
2014	Santa Anita	98,319	\$151,158,813
2013	Santa Anita	94,628	\$160,704,877
2012	Santa Anita	89,742	\$144,272,332
2011	Churchill Downs	105,820	\$161,512,867
2010	Churchill Downs	114,353	\$173,857,697
2009	Santa Anita	96,496	\$153,271,176



2008	Santa Anita	86,588	\$155,740,328
2007	Monmouth Park	69,584	\$129,197,262

ABOUT BREEDERS' CUP

Breeders' Cup Limited administers the Breeders' Cup World Championships, Thoroughbred racing's year-end Championships, as well as the Breeders' Cup Challenge Series: Win and You're In, which provides automatic starting positions into the Championships races through partnerships with host countries around the globe, and the U.S.-based Dirt Dozen Bonus Series.

The 2025 Breeders' Cup World Championships, featuring 14 Grade 1 Championship races run during a two-day festival worth more than \$34 million in purses and awards, was held Oct. 31-Nov. 1 at Del Mar in Del Mar, California. The 2026 World Championships will be held Oct. 30-31 at Keeneland Race Course in Lexington, Kentucky, and the 2027 World Championships will be held Oct. 29-30 at Belmont Park in Elmont, N.Y. The Championships will be televised live by NBC Sports. Press releases appear on the Breeders' Cup website, BreedersCup.com. You can also follow the Breeders' Cup on social media.



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22nd District Agricultural Association **Policies**

Policy 3.02: Board Committees

Date Adopted/Last Revised: March 21, 2023

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

In accordance with Bylaw Article IV, Section 6, the 22nd DAA recognizes that either the Board Chair or the Board of Directors can establish committees to assist in the work of the Board. The purpose of this policy is to outline the authority of the Board Chair to establish committees.

Policy

Within this structure, Board Committees have one essential role—to strengthen and support the work of the Board as a whole.

The Board of Directors must comply with all requirements of the Bagley-Keene Open Meeting Act in creating standing committees. The Board Chair may form standing committees to address long-term or continuing needs of the organization upon his or her discretion during a duly noticed meeting of the Board of Directors. A standing committee with more than two Board Members must comply with the requirements of the Bagley-Keene Open Meeting Act.

The Board Chair may also create time-limited ad hoc committees to oversee specific projects, tasks or initiatives. Each ad hoc committee may have between two and four members. Ad hoc committees with more than two members must comply with the requirements of the Bagley-Keene Opening Meeting Act. When the task of an ad hoc committee is completed or no longer relevant, the Board Chair should dissolve that committee through formal action at a properly noticed public meeting.

Procedure

Committee Member Selection

The Board Chair is responsible for selecting committee members. When selecting members, the Board Chair will consider the Board Member's knowledge and expertise, competencies and skills and personal interest in serving on the committee. In the interest of having committee members represent the community served by the committee, the Board Chair may also consider the diversity of each Board Member's personal experiences and backgrounds. Unless otherwise specified, the CEO or his/her staff designee will serve as a non-voting member of each committee.

Committee Member Resignation

Committee members may resign from their committee positions or recommend replacement at any time by giving written notice of resignation to the Board Chair. The resignation is effective when notice is received, unless the notice specifies a later effective date. The acceptance of the resignation is not necessary to make it effective.

Committee Member Removal

The Board Chair can remove and/or reassign committee members when, in the Board Chair's sole judgment, it would be in the best interest of the 22nd DAA.



Item 8-G – Discuss and vote on whether the District CEO should discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar until a future District Board meeting during which the Board can consider proposed amendments to the Exclusive Negotiating Rights Agreement

[Action Item]

In Brief:

- The 22nd District Agricultural Association (22nd DAA) entered into the Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar (Del Mar) in March 2024, effective April 2024, to study whether and where affordable housing could be sited at the Fairgrounds.
- The “exclusive” nature of the agreement does not restrict Del Mar from exploring other options for affordable housing.
- Del Mar has secured a Housing Acceleration Program grant (HAP grant) to fund necessary studies by the 22nd DAA.
- The 22nd DAA and Del Mar entered into a Memorandum of Understanding (MOU) providing for the reimbursement to the 22nd DAA for conducting studies beneficial to the ENRA and the 22nd DAA Board’s master site planning process.
- With the technical information gathered prior to the conclusion of the ENRA process, the 22nd DAA Board would make the final decision whether to move forward and seek California Coastal Commission and Department of General Services approval to site affordable housing on 22nd DAA property as part of its new master site plan.
- The Board voted in October to authorize the CEO to work with the City of Del Mar on amendments to the ENRA, which would require Board and Del Mar City Council approval.
- This agenda item, 8-G, calls for the potential suspension of the ENRA pending these amendments, a step the Board has previously taken only to ensure accountability and adherence to Del Mar’s guiding principles related to the relocation of the LOSSAN rail corridor.

Background:

Since 2021, the 22nd DAA has been working cooperatively with Del Mar regarding an exploration of Del Mar's request to site affordable housing at the Fairgrounds. This request was prompted by the State of California's affordable housing requirements of Del Mar.

These conversations led the then-22nd DAA Board Chair to create an Ad-Hoc Affordable Housing Committee to engage in formalized discussions about Del Mar's request to site up to 61 affordable units on the Fairgrounds. The Committee's work culminated in the creation of the ENRA with Del Mar. The narrowly drafted "exclusive" provision of the agreement does not restrict Del Mar from exploring other options for affordable housing. Rather, it prevents the 22nd DAA from negotiating with any entity for the development or use of the "prospective sites" for an affordable housing project or for the development or use of the "Development Site" (if one is identified) for an affordable housing project. The agreement's narrow exclusivity provision applies to the portion of the 22nd DAA's property in the City of Del Mar. It does not apply to portions of the 22nd DAA's property not identified as a "prospective site" in the agreement – including those portions of the property located within the boundaries of the City of San Diego – and does not limit the 22nd DAA's ability to conduct its master site planning process.

The ENRA identifies the processes to:

- Complete site due diligence and establish timelines;
- Determine the scope/components of potential 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 does not commit the 22nd DAA to providing a site for affordable housing. The ENRA instead governs the process for determining whether, when, and how to proceed — if the Board determines affordable housing should be sited on 22nd DAA property. The 22nd DAA also intended for the ENRA study period to align with the master site planning process so that these decisions about future land use on 22nd DAA properties could be made in concert.

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 twice to pause

discussions under the agreement — in July 2024 and in February 2025 — due to actions by Del Mar officials that were in opposition to Del Mar’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. These pauses were intended to ensure Del Mar officials were accountable to its guiding principles and could move forward in good faith with affordable housing discussions. After the Del Mar City Council voted on March 3, 2025, to reaffirm its guiding principles, the 22nd DAA Board of Directors has voted at subsequent meetings to continue the ENRA discussions.

At its October 14, 2025 meeting, the 22nd DAA Board voted to direct the CEO to discuss amendments to the ENRA with Del Mar to:

- Implement guiding principles to ensure any amendments are in total alignment with SB 79, to reflect California’s housing vision;
- Require all actions and milestones to be presented to the Board for review and approval; and
- Drop the exclusivity clause for the 22nd DAA.

Process/Approach:

Through the ENRA, the 22nd DAA has committed to performing due diligence on the possibility of siting affordable housing. The 22nd DAA’s goal is and has been 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.

The ENRA lays out the initial steps in a lengthy process. First, 22nd DAA staff and consultants will gather information and studies to present to the Board. Then, the 22nd DAA Board must decide whether and where to site affordable housing on the property as part of its master site planning process. The 22nd DAA and Del Mar must approve the master site plan to allow for the use of affordable housing, as the current coastal development permits do not allow for such a use at the Fairgrounds. Upon approval from the California Coastal Commission, the 22nd DAA, with the Department of General Services, and Del Mar, would begin negotiating terms of a lease. Under California Food and Agriculture Code 4051(a)(12), a DAA may: “With the approval of the 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 board. 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.” Del Mar has expressed an interest in a 65-year lease, which would require legislative action.

To gather the information required for the Board to make a decision and for potential California Coastal Commission and Department of General Services approval, Del Mar applied for and received a \$1.5 million HAP grant, administered by the San Diego Association of Governments (SANDAG). The HAP grant funds 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 MOU with Del Mar enables the 22nd DAA to use this grant for five technical studies of 22nd DAA property, 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 Del Mar come to resolution on affordable housing. The 22nd DAA’s on-call consultants are 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 Del Mar exercised both available options to extend the ENRA period by 12 months, to April 2027.

Ultimately, at the conclusion of the ENRA process, the 22nd DAA Board of Directors will review the provided information and determine whether to proceed with seeking the necessary approvals from the aforementioned entities.

In the meantime, 22nd DAA and Del Mar representatives have provided information and presentations on affordable housing to the 22nd DAA Board, including at the September 9, 2025, Board meeting. Del Mar also sent a letter to the 22nd DAA prior to the October meeting that urged the 22nd DAA to ensure any proposed amendments are “carefully considered” to “protect the City and DAA from any financial or contractual risks related to use of the grant funds or obligations with the engaged consultants.”

Next Steps and Further Considerations:

Following the October Board meeting, the Board Chair tasked the Legal Committee with working with the CEO on the proposed ENRA amendments, as they pertain to an existing binding agreement with Del Mar.

The 22nd DAA has been working to schedule a meeting with Del Mar to discuss the proposed amendments.

Any proposed amendments would need to be presented to the Del Mar City Council and the 22nd DAA Board for approval.

Delays or discontinuation of discussions with Del Mar under the ENRA for more than 60 days would result in termination of the MOU. Within 5 business days of that termination, the 22nd DAA must remit to Del Mar for reimbursement any outstanding invoices from consultants that were retained to prepare feasibility studies. Del Mar is required to reimburse 22nd DAA for the outstanding invoices incurred to date through the HAP grant and in accordance with the terms of the MOU. At that point, if the 22nd DAA wishes to complete the studies, which could be beneficial to the Board's master site planning process, the 22nd DAA would need to pay for the remainder of the work. Thus far, about \$200,000 of the \$771,525 budgeted for the feasibility studies through the grant funding has been spent.

22nd DAA Properties





 Protect Del Mar Horsepark – Take Action NOW!

From Del Mar Horse Park <info@friendsofdelmarhorsepark.com>

Date Wed 10/22/2025 5:25 PM

To Carlene Moore <cmoore@sdfair.com>

[View this email in your browser](#)

 Protect Del Mar Horsepark – Take Action NOW!

What's Happening

The **22nd DAA Board** has directed staff to expand affordable housing negotiations to include **all of their land** — **putting Horsepark at serious risk** of being targeted for low-income housing development.

Why This Matters

- **Floodplain Danger:** Horsepark sits in a 50-year floodplain — **unsafe and unsuitable** for dense housing.
- **No Transit Access:** SB 79 permits 9-story towers near major transit hubs — but **Horsepark is miles from any**.
- **Environmental & Community Value:** The park borders a vital restoration zone, protects our **dark skies**, and serves as a **beloved public space** for equestrians, families, and wildlife alike.

What You Can Do — Right Now

- **Show Up:** Attend upcoming meetings — your voice **and your presence** can make the difference.
- **Stay Informed:** Follow *Friends of Del Mar Horsepark* on **Instagram and Facebook** for updates.
- **Get Involved:** Volunteer, spread the word, and help keep this treasured space **public, protected, and for the people and animals** — not developers.

ATTEND THESE MEETINGS!!

We need to show up **EN MASSE** to make our community's wishes heard loud and clear.

👉 **Register today:** <https://delmarfairgrounds.jotform.com/252257052929057>

San Diego

Monday, Oct. 20 at 6pm

Balboa Park Club - Santa Fe Room

2150 Pan American Road West
San Diego, CA 92101

San Marcos

Wednesday, Oct. 29 at 6pm

San Elijo Recreation Center - Terrace Hall

1105 Elfin Forest Road
San Marcos, CA 92078

Chula Vista

Thursday, Nov. 13 at 6pm

Elks Lodge # 2011

901 Elks Lane
Chula Vista, CA 91910

Del Mar

Tuesday, Nov. 18 at 6pm

The Sound

2260 Jimmy Durante Boulevard

Del Mar, CA 92014

REGISTER NOW

Want More Information?
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2025 Board Committees

As of November 7, 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.

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 make changes to assignments, the structure of committees, and committee charges at their discretion. 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. Under Policy 3.02, the CEO, or their staff designee, will serve as a non-voting member of each committee.

These committee assignments become effective on November 7, 2025.

Standing Committees

Executive Committee

Members: Sam Nejabat (Chair) and Lisa Barkett

Board Chair and Vice Chair

Committee Charges:

- Provide input on the Board's work plan, schedule, and agenda.
- Ensure that the Board's work plan remains on track.
- Help plan the Board's strategic discussions, events, and trips.
- Consider and implement improvements for Board meetings.

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.

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.

Entertainment and Vendor Relations

Members: Donna DeBerry (Chair) and Mark Arabo

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.

Fair Operations Committee

Members: Kathryn 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.

Finance Committee

Members: Mark Arabo (Chair) and Michael Gelfand

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.

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 - 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.

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.

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.

ITEM 9 – Matters of Information

November 18, 2025

Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-045	Kimberlee Whalin	Wine Competition Coordinator	Fair & Reasonable	SDCF	11/1/2025 - 10/1/2026	\$5,500.00
25-043	Trane US Inc.	Chiller Starter Refresh	Sole Source - Exigency	A&O	11/1/2025 - 12/31/2025	\$32,637.00
25-044	Siemens Industry, Inc	Cloud Based Energy Monitoring System	Sole Source – Unique Service	A&O	11/3/2025 – 1/31/2026	\$29,270.00
25-046	NV5	Arc Flash Study	Informal Procurement Process	A&O	11/19/2025 – 1/23/2026	\$32,500.00

Revenue Contracts Executed per Delegated Authority

Event Agreements				
Contract #	Licensee	Event Name	Term	Rental Fee
26-1309	Jiu Jitsu World League	Jiu Jitsu Tournament	10/9/2026 – 10/11/2026	\$11,160.00
26-1310	Jiu Jitsu World League	Jiu Jitsu Tournament	12/4/2026 – 12/6/2026	\$11,160.00
26-1311	Giant Shows, Inc	Great American Train Show	10/2/2026 – 10/4/2026	\$9,940.00

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-045

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Kimberlee Whalin

2. The term of this Agreement is:

START DATE

November 1, 2025

THROUGH END DATE

October 1, 2026

3. The maximum amount of this Agreement is:

\$5,500.00

Five Thousand Five Hundred Dollars and Zero Cents

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

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

Kimberlee Whalin

CONTRACTOR BUSINESS ADDRESS

22545 Casa De Carol

CITY

Ramona

STATE

CA

ZIP

92065

PRINTED NAME OF PERSON SIGNING

Kimberlee Whalin

TITLE

Coordinator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

Kimberlee Whalin
Agreement Number: 25-045
Page 1 of 3

A. SERVICES OVERVIEW

1. Kimberlee Whalin, hereinafter referred to as Contractor agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, coordinator services for the 2026 San Diego County Fair Wine Competition.
2. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California, 92014.
3. Project representatives during the term of this Agreement will be:

District		Contractor	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Kim Whalin, Coordinator
Address:	2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address:	22545 Casa De Carol Ramona, CA 92065
Phone:	(858) 792-4247	Phone:	(858) 334-9840
Email:	mmartineau@sdfair.com	Email:	cheesefromcave@gmail.com

Either party may change their respective project representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

B. WORK TO BE PERFORMED

1. At the direction of District Management, Contractor shall be responsible for coordination of the District's San Diego County Fair Wine Competition, hereinafter referred to as SDWC, to be held April 8 and April 9, 2026. Contractor's expertise in wine competitions and reputation in the wine industry shall be utilized to ensure a successful event.
2. Contractor shall assume full responsibility for various aspects of the SDWC including but not limited to the following:
 - a. Contractor shall assist the District's Agriculture, Education and Arts Department in the development of entry rules, creation of classifications, guidelines for awards and all forms pertinent to the SDWC, including but not limited to judging and comment forms.
 - b. In collaboration with District management, Contractor shall assist in planning and developing SDWC event schedules no later than November 1, 2025, or as otherwise directed by the District. Event schedules include, but are not limited to the following:
 - i. Building Availability
 - ii. Entry Deadlines
 - iii. Shipping Schedules
 - iv. Contest/Judging Schedules
 - v. Result Release
 - vi. Award Distribution & Ceremony

EXHIBIT A
SCOPE OF WORK

Kimberlee Whalin
Agreement Number: 25-045
Page 2 of 3

- c. Contractor shall develop SDWC procedures and submit for approval of District management no later than February 1, 2025, or as otherwise directed by the District. Contractor must ensure SDWC procedures are followed by all SDWC participants.
 - d. Contractor shall forward District provided marketing materials and outreach to wineries to secure new and repeat participants.
 - e. Contractor shall coordinate SDWC judge arrangements.
 - i. Contractor shall make contact with qualified individuals for judging of the SDWC and verify availability for SDWC dates.
 - ii. Contractor shall ensure each judge understands the SDWC and the responsibility required in being a judge.
 - iii. For each judge secured, Contractor shall provide all relevant information required to create a contract between judge and the District, including each judge's name, address, phone number, email address, payment amount, and any temporary lodging requirements to the District no later than January 23, 2026, or as otherwise directed by the District.
 - f. Contractor shall be responsible for processing all SDWC entries.
 - i. Contractor shall coordinate with District's Entries Office and appropriate software developers to create online entry registration no later than December 10, 2025.
 - ii. Contractor shall provide access to the entry system to the District.
 - iii. Contractor agrees District shall have ownership and full access to entry portal to view all entries, reports and/or history at any time.
 - g. Contractor shall be on site for all the SDWC events.
 - i. Contractor shall assist with preparation and set-up of SDWC beginning no less than two (2) days prior to the start of judging.
 - ii. Judging to be held April 8 and April 9, 2026.
 - iii. Awards Ceremony to be held during the SDCF on June 12, 2026.
 - iv. Contractor acknowledges changes in these times may occur, and that additional hours may be required for a successful event and agrees to work all necessary hours as agreed upon by Contractor and District.
 - h. Contractor agrees to assist District with other duties unique to the SDWC as they arise.
 - i. Contractor shall respond to any and all District inquiries, whether attempted via email or telephone, within seventy-two (72) business hours of initial attempt to contact Contractor.
 - j. Contractor shall be responsible for paying all travel-related expenses to and from the District, including but not limited to mileage, travel, lodging and food. District will not reimburse Contractor for any travel related expenses or provide a daily per diem.
3. Contractor shall provide a list to the District of any supplies required for the SDWC, no later than February 15, 2026. In the event additional supplies are needed outside of the

EXHIBIT A
SCOPE OF WORK

Kimberlee Whalin
Agreement Number: 25-045
Page 3 of 3

initial order provided by the District, Contractor shall submit in writing a supply list to the District a minimum of fourteen (14) calendar days, prior to the time supplies are needed, to request the District to purchase the supplies. Purchasing the additional supplies will be at the complete and sole discretion of the District. Contractor agrees no reimbursement will be provided by the District for supplies purchased by Contractor unless approved by the District prior to purchase.

4. Contractor shall provide to the District the results summary and a final report within 20 business days following the close of the 2026 San Diego County Fair (SDCF) and shall attend any and all SDWC evaluation meetings at the District.
 - a. Report shall be comprised of full details of competition entries and results, as well as a summary and evaluation of competition outcomes including successes, lessons learned, areas of improvement, etc.
 - b. Results and follow-up report must be prepared and ready for publishing within fourteen (14) calendar days from the last day of the Competition.
 - c. Follow-up evaluation meetings will occur within ninety (60) calendar days following the closing of the 2026 SDCF.
5. Contractor shall assist District staff with promotion of the Farm 2 U's Wine Experience held during the annual SDCF, by promoting throughout the wine community to increase potential exhibitors and attendees.

C. DISTRICT RESPONSIBILITIES

1. District shall provide all necessary credentials to the Contractor, such as parking and identification badges needed before, during, and after the SDWC period as well as during the Fair.
2. District will create and provide all marketing materials to Contractor for distribution.
3. District staff, in conjunction with Contractor, shall provide staff and other volunteers to be utilized before and during the judging process to assist in moving and serving wines, as well as other areas as needed.
4. District will provide all location, glassware, materials, and supplies necessary for the completion of judging.
5. All awards and certificates will be provided by the District.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-043

GL ACCOUNT NUMBER (If Applicable)

GL#: 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

Trane U.S. Inc.

2. The term of this Agreement is:

START DATE

November 1, 2025

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

\$ 32,637.00

Thirty Two Thousand Six Hundred Thirty Seven Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

*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.)

Trane U.S. Inc DBA Trane

CONTRACTOR BUSINESS ADDRESS

3565 Corporate Court

CITY

San Diego

STATE

CA

ZIP

92123

PRINTED NAME OF PERSON SIGNING

James Barrus

TITLE

Area General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A
SCOPE OF WORK

A. SERVICES OVERVIEW

1. Trane U.S. Inc, hereinafter referred to as Contractor, shall provide to the 22nd District Agricultural Association, herein after referred to as District, the goods and services described herein. All terms, conditions, and pricing set forth in this contract are *fixed and non-negotiable*.
2. At the direction of District Management, Contractor shall furnish all labor, materials, equipment, and services necessary to provide Trane Factory Engineered Chiller Starter Refresh to two (2) of the District's existing chillers, including the supply, delivery, and installation at the Sound building.
3. The services shall be performed at Del Mar Fairgrounds, located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
4. Where the terms of this Agreement are more specific, or are inconsistent or in conflict with the provisions, terms and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

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

22 nd District Agricultural Association	Trane U.S. Inc.
Name: Brad Mason, Facilities Director	Name: Brian Bloker
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 3565 Corporate Court San Diego, CA 92123
Phone: 858-755-1161 Ext 4285	Phone: (858) 576-2561 (916) 997-0539
e-mail: bmason@sdfair.com	e-mail: bbloker@trane.com

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

B. GENERAL REQUIREMENTS

1. Contractor shall provide starter refresh service for two (2) of the District's chillers in accordance with the project specifications. All work shall be performed in compliance with manufacturer specifications, industry standards, applicable codes, and all federal, state, and local laws and regulations. Contractor shall ensure all equipment is properly installed, tested, and commissioned to confirm full and reliable functionality.
2. The Contractor shall provide a labor and service warranty for a period of one (1) year from the date of final acceptance. This warranty shall cover all labor, installation, commissioning, and technical support services, ensuring that the chiller operates in accordance with manufacturer specifications. Any repairs or service required during this

EXHIBIT A SCOPE OF WORK

period due to defective workmanship or installation shall be performed at no cost to the District.

C. WORK TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform all services using Trane's exclusive service procedures, carried out by factory-trained and experienced technicians, including any testing, calibration, and commissioning as specified by the manufacturer. Contractor's expertise, derived from being the original manufacturer of Trane equipment, shall ensure the highest standard of service quality. All procedures shall be conducted in an environmentally responsible and safety-conscious manner, ensuring the efficient and reliable delivery of services under this contract.

1 DELIVERABLES/SPECIFICATIONS

All work shall be performed in accordance with the specifications and model numbers listed below

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Screw Chiller	2	Trane	RTHA215	L20A00096 / U91A03396	CH-2

Item	Qty	Description	Model Number
A1	1	STARTER REFRESH (STRA)	Series R Water Cooled Starter Upgrade Standard Ship Cycle – Wye-Delta Conversion RTHA Starter 460/60/3 (Medium Range) New Cables Provided New Resistors Provided 1st Year Labor Warranty Whole Unit

D. PREVAILING WAGE

Contractor and all subcontractors under Contractor shall pay all workers on the Scope of Work performed pursuant to this Agreement not less than the general prevailing wage of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the District, pursuant to sections 1770 et seq. of the California Labor Code.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-044

GL ACCOUNT NUMBER (If Applicable)

GL#: 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

Siemens Industry, Inc.

2. The term of this Agreement is:

START DATE

November 3, 2025

THROUGH END DATE

January 31, 2026

3. The maximum amount of this Agreement is:

\$29,270.00**Twenty Nine Thousand Two Hundred Seventy Dollars and Zero Cents**

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Work To Be Performed	8
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

*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.)

Siemens Industry Inc.

CONTRACTOR BUSINESS ADDRESS

143 Union Boulevard,

CITY

Lakewood

STATE

CO

ZIP

80228

PRINTED NAME OF PERSON SIGNING

Erica Call

TITLE

**Head, US Sustainability Consulting &
Energy Services**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A
SCOPE OF WORK

A. SERVICES OVERVIEW

1. Siemen Industry, Inc. hereinafter referred to as Contractor, shall provide to the 22nd District Agricultural Association, hereinafter referred to as District, the goods and services described herein. All terms, conditions, and pricing set forth in this contract are *fixed and non-negotiable*.
2. At the direction of District Management, Contractor shall furnish cloud-based energy metering and remote monitoring system for the rental facilities at the Surf and Turf Recreation Center.
3. The services shall be performed at Del Mar Fairgrounds, located at 15555 Jimmy Durante Boulevard, Del Mar, CA 92014.
4. Where the terms of this Agreement are more specific, or are inconsistent or in conflict with the provisions, terms and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

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

22 nd District Agricultural Association	Siemens Industry, Inc.
Name: Brad Mason, Facilities Director	Name: Mitchell Minotti, Enterprise Account Executive
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 143 Union Boulevard, Lakewood, CO 80228
Phone: 858-755-1161 Ext 4285	Phone: 303-493-1628
e-mail: bmason@sdfair.com	e-mail: mitchell.minotti@siemens.com

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

B. GENERAL REQUIREMENTS

1. Contractor shall provide a turnkey, cloud-based Energy Management System (EMS) for the District that enables centralized, real-time monitoring of electric energy usage across all leased and connected facilities. The system shall be scalable to support future integration of HVAC and lighting control, cloud-based fault detection and diagnostics, and optimization of energy operations. The EMS shall provide actionable insights to assist the District in reducing energy consumption, improving energy efficiency, and achieving sustainability goals. The Contractor shall deliver all necessary hardware, software, communications infrastructure, configuration, integration, testing, and commissioning to ensure a fully functional, reliable, and secure system.

EXHIBIT A
SCOPE OF WORK

2. Contractor shall provide a labor and service warranty for a period of one (1) year from the date of final acceptance of the cloud-based meter monitoring system. This warranty shall cover all defects in workmanship, installation, and system performance, including hardware, software, communication interfaces, and integration. Any repairs, adjustments, or service required during this period due to defective materials, workmanship, or installation shall be performed promptly and at no cost to the District. The Contractor shall respond to service requests in a timely manner to ensure continuous and reliable operation of the system.

C. WORK TO BE PERFORMED BY CONTRACTOR:

See Exhibit A1 Work To Be Performed for detailed specifications.

1 DELIVERABLES/SPECIFICATIONS

All work shall be performed in accordance with the specifications and model numbers listed below:

Contractor shall supply and deliver eight (8) revenue-grade energy meters, each with a corresponding set of current transformers (CTs), NEMA 4 enclosures, and a Site Controls logic panel enabling site-to-cloud communication via the customer network and integration with the Contractor's Enterprise Portal software application. Siemens' turnkey solution shall include on-site commissioning, system checkout, and warranty, as well as ongoing remote monitoring, technical support, and access to the Enterprise Portal software to ensure full operational functionality and data visibility.

D. WARRANTIES

Equipment and Installation: Contractor warrants that the installed system and supplied hardware shall operate in accordance with the specifications provided in the contract for a period of twelve (12) months from the date of commissioning, and shall, at Contractor's expense, repair or replace any defects in workmanship, installation, or materials during the warranty period. This warranty does not cover damages resulting from misuse, neglect, unauthorized modification, or failure of external systems not supplied by Contractor. Contractor shall respond promptly to warranty service requests within five (5) business days and perform corrective actions within fourteen (14) days.

Software: Contractor warrants that, as of the date the Software is commissioned and made operational for use by District and for a period of ninety (90) days thereafter, the software shall perform in accordance with the specifications and requirements set forth in this Agreement. During this warranty period, Contractor shall correct any software errors to ensure the Software operates as intended.

EXHIBIT A
SCOPE OF WORK

Software and Technical Support Coverage: The annual payment of the Cloud Service shall cover and include all costs associated with the cloud-based and software services described herein, Services include, but are not limited to system hosting, maintenance, software licensing, updates, data storage, cybersecurity measures, and technical support, with no additional or hidden fees unless otherwise authorized in writing by District. Support obligations under this section continue for the duration of the annual subscription period.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-046

GL ACCOUNT NUMBER (If Applicable)

GL#: 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

NV5, Inc

2. The term of this Agreement is:

START DATE

November 19, 2025

THROUGH END DATE

January 23, 2026

3. The maximum amount of this Agreement is:

\$32,500.00**Thirty Two Thousand Five Hundred Dollars and Zero Cents**

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment I	Work To Be Performed	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

*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.)

NV5

CONTRACTOR BUSINESS ADDRESS

200 S Park Road, Suite 350

CITY

Hollywood

STATE

FL

ZIP

33021

PRINTED NAME OF PERSON SIGNING

J.C. Mathieson

TITLE

Vice President, Distribution Operations

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

A. SERVICES OVERVIEW

NV5, Inc. hereinafter referred to as Contractor, shall provide to the 22nd District Agricultural Association, hereinafter referred to as District, the goods and services described herein.

1. At the direction of District Management, Contractor shall furnish Arc Flash Study of the electrical system associated with the new water treatment plant building. All work shall be performed in accordance with the terms and conditions of this contract.
2. The services shall be performed at Del Mar Fairgrounds, located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
3. Where the terms of this Agreement are more specific, or are inconsistent or in conflict with the provisions, terms and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

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

22 nd District Agricultural Association	NV5, Inc
Name: Brad Mason, Facilities Director	Name: Samual Giordano
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 190 North Wiget Lane, Suite 101 Walnut Creek, CA 94598
Phone: 858-755-1161 Ext 4285	Phone: 609-828-2533
e-mail: bmason@sdfair.com	e-mail: samuel.giordano@nv5.com

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

B. GENERAL REQUIREMENTS

Contractor shall perform a comprehensive Arc Flash Study of the electrical system associated with the new Water Treatment Plant building on the Fairgrounds site in accordance with applicable industry standards, state regulations, NFPA 70E, IEEE 1584, OSHA requirements, and other relevant codes. Contractor shall assess potential electrical hazards, ensure compliance with all applicable standards and codes, and provide the District with accurate data to maintain a safe working environment. Contractor shall provide safety labeling on all electrical panels and equipment based on the study results and provide electrical safety training for Fairgrounds personnel to ensure proper understanding of arc flash hazards and safe work practices. All study documentation shall be submitted to the District for review and record-keeping.

C. WORK TO BE PERFORMED BY CONTRACTOR

EXHIBIT A
SCOPE OF WORK

The Contractor shall perform all work in accordance with the detailed specifications set forth in Exhibit A1 – Work to Be Performed.

D. DELIVERABLES

Contractor shall provide all deliverables necessary to complete the Arc Flash Study in accordance with the requirements of this Agreement and applicable codes and standards. Deliverables shall include, but are not limited to, the following:

- a. **Comprehensive Arc Flash Report** – Provide a detailed report summarizing the results of the Arc Flash Study, including system analysis, single-line diagrams, fault current calculations, incident energy levels, arc flash boundaries, protective device settings, and recommendations for mitigation or corrective actions.
- b. **Arc Flash Labels** – Provide proper arc flash warning labels for all applicable electrical panels, switchboards, and equipment, designed and formatted in compliance with NFPA 70E and OSHA labeling requirements.
- c. **Electrical System Models** – Provide one-line diagrams reflecting accurate system configurations and labeling locations.
- d. **Training Materials and Session** – Provide electrical safety training materials and conduct a training session for Fairgrounds personnel covering the results of the study, interpretation of arc flash labels, and safe work practices in accordance with NFPA 70E. Provide electronic copies of all training materials.
- e. **Digital Files** – Provide all analysis files, data models, and supporting documentation in editable digital format (e.g., SKM, ETAP, or equivalent) for the District's records.
- f. **Final Submittal** – Submit one hard copy and one electronic copy of the final report and all associated materials to the District for review and record-keeping.