



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
March 21, 2023, at 1:30 p.m.

Boardroom

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

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 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

G. Joyce Rowland, President
Frederick Schenk, 1st Vice President
Richard Valdez, 2nd Vice President
Lisa Barkett, Director

Michael Gelfand, Director
Kathlyn Mead, Director
Don Mosier, Director
Sam Nejabat, Director

Secretary-Manager
Carlene Moore
Chief Executive Officer

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

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the San Diego County Fair & Event Center.

BUSINESS PLAN

Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5 to 10 year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving San Diego County Fair & Event Center.

MASTER PLAN

Create an environmentally and fiscally responsible land use plan for the San Diego County Fair & Event Center, aligning with purpose, mission, vision and values of the organization.

COMMUNITY ENGAGEMENT

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

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

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



**22nd District Agricultural Association Board of Directors meeting
AGENDA
March 21, 2023, at 1:30 p.m.**

1. **CALL TO ORDER** – PRESIDENT G. JOYCE ROWLAND
All matters noticed on this agenda, in any category, **may be considered for action as listed.** Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board President.

2. **ROLL CALL**

3. **CONSENT CALENDAR (ACTION ITEMS)**
All matters listed under Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.
 - Minutes, Regular Meeting February 14, 2023 5-8
 - Contract Approval 9-14
 - Standard Agreements
20-050-29 AM1, Security Services; 22-028 AM1, Water Treatment Plant Technical Operations and Maintenance Services; 22-003 AM1 Fairtime Electrical Services; 22-017 AM1, Reverse ATMs; 23-021, On Call Environmental Services; 23-007, Fair Equipment Rental IFB; 23-024 Production Services RFP
 - Sponsorship Contracts
SPO-23-002, General Motors

 - Review of Contracts Executed per Delegation of Authority 15-16
 - Sponsorship Contracts
SPO-23-021 AM1, Tuff Spas, a division of LPI, Inc.; SPO-23-013, Carddine, Inc.; SPO-23-004, Molson Coors; SPO-23-020, Davis Elen for San Diego Toyota Dealers; SPO-23-039, Red Blind Media for Kirchenmann
 - San Diego County Fair Ag & Education Agreements
23-1200, The Horse Show Experience; 23-1201, Stalls West, Inc; 23-1202, San Diego Garden Railway

 - Individual Project Agreements (IPA) with California construction Authority (CCA) 17-21
 - 022-22-127, The Sound HVAC Controls Projects

4. **MANAGEMENT REPORT** – CEO Carlene Moore (Informational) Verbal
 - Operational Announcements 22-30
 - 2023 SDCF Community Banner Program
 - Construction Projects & Facilities Updates
 - Industry News & Updates

5. **GENERAL BUSINESS**
- A. Comprehensive Policies Development and Review (Action) 31-67
1. Consideration and vote to approve policies as previously presented:
 0.0 Introduction, 2.01 Institutional Values, 2.02 Code of Ethics, 2.03 Conflicts of Interest, 2.04 Discrimination and Harassment, 3.01 Board Composition and Officers, 3.02 Board Committees, 3.03 Board Member Code of Conduct, 3.04 Board Member Conflict Resolution, 3.05 Board Meetings and Agendas, 3.06 Board Member Orientation and Continuing Education, 3.07 Board Self-Assessment.
- Introduce new draft Policies (Informational) None
- B. Community & Government Relations Committee Report – Don Mosier, Chair (Informational) Verbal
- C. Finance Committee Report – Michael Gelfand, Chair (Informational) 68-72
- D. Fair Operations Committee Report – Frederick Schenk, Chair (Informational) Postponed to April
- Announcement of 2023 San Diego County Fair Grandstand & Paddock Entertainment Line-Up
- E. Strategic Planning Committee Report – Michael Gelfand, Chair (Informational) Verbal
6. **PUBLIC COMMENT**
- 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. **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.
- B. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party.
- C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Jerry Hollendorfer v. DMTC et al., Case No. 37-2019-00036284.
- D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Talley Amusements, Inc., et al., v 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 37-2021-00032169.
- E. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. B&L Productions, Inc., et al., v Gavin Newsom, et al., United States District Court, Southern District of California, Case No. 3:21-cv-01718-AJB-KSC.
- F. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Allen v. 22nd District Agricultural Association, et al., Case No. 37-2023-00004430.
- G. 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 General Manager / CEO. [Gov. Code, § 11126, subd. (a.)]
8. **RECONVENE TO OPEN SESSION**
- Report on actions, if any, taken by the Board in closed executive session.
9. **MATTERS OF INFORMATION**
- Correspondence None
10. **ADJOURNMENT**



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
February 14, 2023

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website.

<https://delmarfairgrounds.com/about-us/public-information/>

OFFICERS PRESENT:

Joyce Rowland, President
Frederick Schenk, 1st Vice President
Richard Valdez, 2nd Vice President (via ZOOM)
Carlene Moore, Chief Executive Officer

DIRECTORS PRESENT

Lisa Barkett, Kathlyn Mead, and Sam Nejabat (via ZOOM)
Michael Gelfand, Don Mosier (in-person)

OFFICERS/DIRECTORS ABSENT

All present

OTHERS PRESENT

Josh Caplan, Deputy Attorney General (via ZOOM)
Melinda Carmichael, Chief Administrative Officer – 22nd DAA
Katie Mueller, Chief Operations Officer – 22nd DAA
Donna O’Leary, Executive Assistant - 22nd DAA

CALL TO ORDER

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

ROLL CALL

All Directors were present.

CONSENT CALENDAR

Director Mosier requested that the spelling of Martha Sullivan’s first name be corrected in the January 10, 2023, Board Meeting minutes. Standard Agreement 23-022 was removed as those individuals will be hired as employees during the San Diego County Fair, and 23-014 A, B and C. were removed for discussion. Vice President Schenk noted that Service Agreement 23-002 for Noonan Swim School Rental Agreement was spelled incorrectly, should be Noonan not Noon.

PUBLIC COMMENT ON CONSENT CALENDAR (See page 7 of transcript)

Martha Sullivan (via ZOOM)
Lori Saldaña (via ZOOM)

Director Gelfand moved to approve the Consent Calendar with the spelling corrections and removal of 23-022 and 23-014 A, B, and C. Director Barkett seconded the motion. President Rowland, Vice President Schenk, Vice President Valdez, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 8-0.

MANAGEMENT REPORT

CEO Moore reviewed the following items:

Operational Announcements

- Reminded the Board that starting in July the legislation waiving the notice requirements for teleconference meetings will sunset.
- Chief Operations Officer Katie Mueller gave an update on the soft opening of “The Sound” and reviewed the revenue to date.

Construction Projects & Facilities Updates

- CEO Moore referred to pages 108-113 of the Board packet regarding the safety concerns near the driving range and around the Coast-to-Crest Trail and said that staff is working on a solution to submit to the Coastal Commission.
- Chief Administrative Officer Melinda Carmichael provided an update on the facility projects listed on page 20 of the Board packet.

Industry News & Updates

- CDFA Collaborative Exchange: CEO Moore continues to attend the meetings held in Sacramento, California. The Fair Political Practices Commission (FPPC), provided a detailed presentation.

PUBLIC COMMENT ON MANAGEMENT REPORT (See page 25 of transcript)

Martha Sullivan (via ZOOM)

GENERAL BUSINESS

COMPREHENSIVE POLICIES DEVELOPMENT AND REVIEW

CEO Moore referred to the report on pages 21 and the draft policies on pages 22-56 of the Board packet. The Board will be given 60 days for review of the draft policies. This also will allow for the policies to be routed through the appropriate Board Committee(s) and/or delegated back to the Chief Executive Officer for further review and consideration of the input received. The policies will then be brought back to the Board at next month’s meeting for final consideration and approval.

PUBLIC COMMENT ON COMPREHENSIVE POLICIES DEVELOPMENT (See page 34 of transcript)

Lori Saldaña (via ZOOM)

MEMORANDUM OF UNDERSTANDING (MOU) WITH DON DIEGO SCHOLARSHIP FOUNDATION

CEO Moore reviewed the final draft which included three changes to the MOU with the Don Diego Scholarship Foundation. President of the Don Diego Scholarship Foundation Steve Shewmaker, and Executive Director Ashley Colburn, were introduced and gave an overview of the foundation.

PUBLIC COMMENT ON THE MOU (See page 45 of transcript)

Lori Saldaña (via ZOOM)

Director Mosier moved to adopt the MOU with the Don Diego Scholarship Foundation. Vice President Schenk seconded the motion. President Rowland, Vice President Schenk, Vice President Valdez, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 8-0.

CONSENT TO ASSIGNMENT OF HORSEPARK OPERATING AGREEMENT 22-006

CEO Moore referred to the staff report on page 67 of the Board packet which explains the assignment of the contract from Struzziери Ventures, Inc. to HITS Del Mar Leasing. CEO Moore explained that HITS provided the documentation as required in the RFP.

PUBLIC COMMENT ON HORSEPARK OPERATING AGREEMENT 22-006 (See page 52 of transcript)

Lori Saldaña

Carla Hayes

Director Gelfand moved to approve the consent to assignment of the Equestrian Center Operator of the Del Mar Horsepark Agreement 22-006 from SVI to HITS Del Mar Leasing LLC. Director Mead seconded the motion. President Rowland, Vice President Schenk, Vice President Valdez, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 8-0.

STANDARD AGREEMENT 23-014 A, B, C (PULLED FROM THE CONSENT CALENDAR)

CEO Moore reported that it was anticipated at the time the agenda was posted that the RFP process for computerized ticketing services would be complete but it was not. In order to not delay services staff recommends to delegate the approval of the contract(s) to President Rowland. Then staff could continue with the awarding of the contract(s). This is done in compliance with California law. Director Gelfand moved to approve the Delegation of Authority to President Rowland to approve SA 23-014. Director Mosier seconded. President Rowland, Vice President Schenk, Vice President Valdez, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 8-0.

COMMUNITY & GOVERNMENT RELATIONS COMMITTEE

Director Mosier reported that the Committee met and that there are two new representatives participating in the meetings. They are: Jake Christensen, District Director for State Senator Catherine Blakespear and a representative from State Assembly Member Tasha Boerner Horvath.

PUBLIC COMMENT ON COMMUNITY & GOVERNMENT RELATIONS (See page 61 of transcript)
Martha Sullivan (via ZOOM)
Lori Saldaña (via ZOOM)

FINANCE COMMITTEE

Vice President Valdez referred to the financials on pages 71-76 of the Board packet. He pointed out that the net profits to date have exceeded budget and congratulated staff. CEO Moore said the financials for 2022 will be closed once the Statement of Operations to the Department of Food and Agriculture is submitted on March 31, 2023.

Consideration and vote on whether to approve Out of State Travel

CEO Moore explained that Out of State Travel was included in the 2023 Operating Budget. The request is to conditionally authorize Out of State Travel for the professional development opportunities in 2023 so long as each is permissible under AB 1887 at the time of travel, included on page 76 of the Board packet.

PUBLIC COMMENT ON THE FINANCE COMMITTEE REPORT (See page 69 of transcript)
Lori Saldaña (via ZOOM)

Director Gelfand moved to approve the Out of State Travel as presented. Vice President Valdez seconded. President Rowland, Vice President Schenk, Vice President Valdez, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 8-0.

FAIR OPERATIONS COMMITTEE

COO Mueller shared the awards that the 2022 San Diego County Fair received from the International Association of Fairs and Expositions (IAFE) and the Western Fairs Association (WFA), listed on pages 77-80 of the Board packet.

PUBLIC COMMENT ON THE FAIR OPERATIONS COMMITTEE REPORT (See page 80 of transcript)
Martha Sullivan (via ZOOM)
Lori Saldaña (via ZOOM)

DMTC LIAISON COMMITTEE REPORT

Consideration and vote on whether to approve the 2023 Budget.

President Josh Rubenstein and Chief Financial Officer Mike Ernst reviewed the DMTC 2023 budget on pages 81-103 of the Board packet for approval.

PUBLIC COMMENT ON THE DMTC LIAISON COMMITTEE REPORT (See page 87 of transcript)

Martha Sullivan (via ZOOM)
Lori Saldaña (via ZOOM)
Wayne Johnson (via ZOOM)

Vice President Valdez moved to approve DMTC's 2023 Budget. Director Mosier seconded. President Rowland, Vice President Schenk, Vice President Valdez, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 8-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (See page 92 of transcript)

Martha Sullivan (via ZOOM)
Lori Saldaña (via ZOOM)

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Executive Session at 3:47 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 5:25 p.m. President Rowland reported that the Board conferred with and received advice from counsel on the items listed on the closed-session portion of the agenda and had nothing to report.

MATTERS OF INFORMATION

President Rowland referred to pages 105-115 of the Board packet.

ADJOURNMENT

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

Carlene Moore
Chief Executive Officer

Subject to Board approval

ITEM 3, CONSENT CALENDAR

March 2023

CONTRACT APPROVAL(S)

In accordance with the requirements of the Department to Food & Agriculture, Fairs & Expositions Branch, Staff requests approval of the agreement(s) listed below:

Standard Agreements

Agreements Exercising Option Years					
Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
DAA-20-050-29 AM1	Elite Show Services Inc	Security Services	Request for Proposal	3/1/20 – 2/28/24	\$1,904,805.00 (AM1) <u>Total contract value</u> \$7,203,720.00
22-017 AM1	MobileMoney	Reverse ATMs	Invitation for Bid	5/15/22 – 7/15/25	\$36,725.00 (AM1) <u>Total Contract Value</u> \$64,975.00
Agreements Awarded via Request for Proposals					
Contract #	Contractor	Purpose		Term	Amount
Agreements Awarded via Request for Qualifications					
Contract #	Contractor	Purpose		Term	Amount
23-021	Harris & Associates	On call environmental		3/22/23 – 3/21/28	<u>\$4,000,000.00</u>
Agreements Exempt from Bid					
Contract #	Contractor	Purpose	Categorical Exemption/ Exception	Term	Amount
22-003 AM1	It's Only Temporary	Fairtime electrical services	RFP Amendment – Exempt per DGS SCM 5.81A	3/15/22 – 3/14/25	\$68,900.00 (AM1) <u>Total Contract Value</u> \$445,550.00
22-028 AM2	San Elijo JPA	Water Treatment Plant Technical Operations and Maintenance Services	Interagency Agreement	5/1/22 – 4/30/24	\$171,953.00 (AM2) <u>Total Contract Value</u> \$341,953.00

Review of Revenue Contracts over \$250,000 or more than one year

Sponsorship Agreements				
Contract #	Contractor	Summary	Term	Amount
SPO-23-002	General Motors	Chevy will be the sponsor of Livestock and the Paddock Stage	5/1/23 – 7/10/24	\$280,000

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

DAA-20-050-21

AMENDMENT NUMBER

AM 1

Purchasing Authority Number

GL Acct: 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Elite Show Services, Inc.

2. The term of this Agreement is:

START DATE

March 1, 2020

THROUGH END DATE

February 29, 2024

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

\$7,203,720.00

Seven Million Two Hundred and Three Thousand Seven Hundred Twenty Dollars and Zero Cents

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

The purpose of this Amendment is to exercise Option Year One, extending the term and increasing funds by \$1,904,805.00.

The Through End Date is hereby amended from February 28, 2023 to February 29, 2024. The Maximum amount of this Agreement is hereby amended from \$5,298,915.00 to \$7,203,720.00

Amendment Effective Date: February 28, 2023

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.)

Elite Show Services, Inc.

CONTRACTOR BUSINESS ADDRESS

2878 Camino Del Rio South, Suite 260

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

John Kontopuls

TITLE

President & CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

DAA-20-050-21

AMENDMENT NUMBER

AM 1

Purchasing Authority Number

GL Acct: 600100-20

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

1

Purchasing Authority Number

GL# 600-100-00

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, 2025

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

\$445,550.00

Four Hundred Forty Five Thousand Five Hundred Fifty Dollars and Zero 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 increase the Agreement amount by \$68,900.00 in order to allow for more services than originally anticipated. The annual totals for years 2023 and 2024 are increased from \$125,550.00 to \$160,000.00. The maximum amount of this Agreement is hereby increased from \$376,650.00 to \$445,550.00.

Amendment Effective Date: May 1, 2023

*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

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

22-003

AMENDMENT NUMBER

1

Purchasing Authority Number

GL# 600-100-00

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

22-017

AMENDMENT NUMBER

1

Purchasing Authority Number

GL#600-100-02

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

MOBILEMONEY dba EVENT MONEY

2. The term of this Agreement is:

START DATE

May 15, 2022

THROUGH END DATE

July 15, 2025

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

\$64,975.00

Sixty Four Thousand Nine Hundred Seventy Five Dollars and Zero Cents

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

The purpose of this Amendment is to exercise first two-year option and add two additional Reverse ATMs per year (2023, 2024 and 2025) to the existing Agreement. The Agreement amount is increased by \$36,725.00. The maximum amount of this Agreement is hereby increased from \$28,250.00 to \$64,975.00. The Through End Date is hereby amended from May 15, 2023 to July 15, 2025.

Amendment Effective Date: May 15, 2023

*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.)

MOBILEMONEY dba EVENT MONEY

CONTRACTOR BUSINESS ADDRESS

941 Calle Negocia

CITY

San Clemente

STATE

CA

ZIP

92673

PRINTED NAME OF PERSON SIGNING

Lawrence Dunnwald

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

Review of Contracts to be Executed per Delegated Authority

Standard Agreements, up to \$50,000

Agreements Exercising Option Years					
Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
22-101	Activate Human Capital Group	Engagement Survey	Categorical Exemption	12/1/22 – 12/31/23	<u>\$35,000.00</u>
23-029	Koren Metro Flooring	flooring installation at the Sound	Categorical Exemption	3/7/23 – 4/7/23	<u>\$20,985.00</u>
22-103	Leadership Enthusiast	Leadership development and coaching	Categorical Exemption	12/1/22 – 11/30/23	<u>\$27,000.00</u>
23-027	All County Fire	fire extinguisher certification	Categorical Exemption	3/1/23 – 2/28/24	<u>\$5,500.00</u>
23-030	Downstream Services	sewer pumping	Sole Source	2/13/23 – 3/31/24	<u>\$15,000.00</u>
23-033	Western DC Systems	battery powered emergency lighting inspection	Sole Source	2/13/23 – 2/9/26	<u>\$20,000.00</u>

2023 San Diego County Fair Ag & Education Agreements				
Contract #	Contractor	Description	Dates	Amount
23-1200	The Horse Show Experience	World of Horses Facilitator	June 7 – June 18, 2023	\$25,600.00
23-1201	Stalls West, Inc.	Stalls for the “Let’s Go To the Show” exhibit.	June 1 – June 20, 2023	\$15,000.00
23-1202	San Diego Garden Railway Society	Install and maintain a model train exhibit	June 7 – June 18, 2023	\$5,000.00

Revenue Contracts, up to \$250,000 and less than one year

Sponsorship Agreements				
Contract #	Contractor	Summary	Term	Amount
SPO-23-021 AM1	Tuff Spas, a division of LPI, Inc.	Tuff Space has requested more space. This will provide an additional increase of \$18,000.	5/31/23 – 7/5/23	\$74,000
SPO-23-013	Carddine, Inc.	Carddine returns to sell spas and BBQ islands.	6/7/23 – 7/4/23	\$157,950
SPO-23-004	Molson Coors	Molson Coors will market Coors Light, Blue Moon and Topo Chico products.	4/1/23 – 3/30/24	\$160,000
SPO-23-020	Davis Elen for San Diego Toyota Dealers	Toyota will return as the sponsor of the Summer Concert Series and display vehicles.	3/15/23 – 4/14/24	\$192,500
SPO-23-039	Red Blind Media for Kirchenmann	This is a candy vendor who will be located in the infield.	6/7/23 – 7/4/23	\$62,500

Event Agreements				
Contract #	Contractor	Event Name	Term	Rental Fee

Interagency Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount

Individual Project Agreements (IPA) with California Construction Authority (CCA)

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
022-22-127	California Construction Authority	The Sound HVAC Controls Project	IPA	1/10/2023-	\$4,350.00

Solicitations Released Since Last Board Meeting

Solicitation #	Solicitation Type	Purpose	Term	Amount
23-007	Invitation for Bid	Fair Equipment Rental	5/15/23 – 7/10/25	<u>To be determined upon award</u>
23-024	Request for Proposal	Production Services	5/1/23 – 4/30/24	<u>To be determined upon award</u>
23-008	Invitation for Bid	Golf Cart Rentals	5/15/23 – 7/10/25	<u>To be determined upon award</u>
23-034	Invitation for Bid	Fair Street Banner Printing	4/11/23 – 10/10/24	<u>To be determined upon award</u>
23-002	Invitation for Bid	Fair Ride Safety Inspections	5/15/23 – 7/10/24	<u>To be determined upon award</u>



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
Between California Construction Authority
and
22nd DAA - San Diego County Fair
for
The Sound HVAC Controls Project
CCA PROJECT # 022-22-127**

This Individual Project Agreement ("IPA") is entered into this 10th Day of January 2023 by and between the California Construction Authority ("CCA"), a joint powers authority, and the 22nd DAA/San Diego County Fair ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016 will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as Exhibit "A" and incorporated herein, for the identified project ("Project").
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **Four Thousand, Three Hundred Fifty and 00/100 Dollars (\$4,350.00)** or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit "B" and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.

Fair shall forward the following funds to CCA for the Project Fund Account:

Four Thousand, Three Hundred Fifty and 00/100 Dollars (\$4,350.00)



CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.

6. Approvals by Fair.

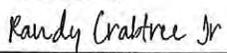
CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process, and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s), prior to CCA making payments.

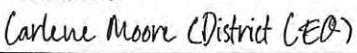
7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first above written.

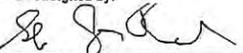
CALIFORNIA CONSTRUCTION AUTHORITY

DocuSigned by:

 Name: Randy Crabtree Jr.
 Title: Executive Officer

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by:

 Name: Carlene Moore
 Title: CEO

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by:

 Name: G. Joyce Rowland
 Title: Board President

DS CR DS KR DS MCC



EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is **The Sound HVAC Controls Project**. The site of the project is located at the **22ND DAA SAN DIEGO COUNTY FAIR** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

SCOPE OF WORK

Bidding & Construction

Provide turnkey Direct Digital Control (DDC) System.

- A. Includes Project Management labor to ensure proper programming and check out, timely schedule milestones and complete system-commissioning reports.
- B. Provide system engineering, submittals, and as-built close-out documentation.
- C. Includes DDC system startup and commissioning as required to provide a full functioning system.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.



Items not included in the proposal are any permits or fees for services required by other governmental agencies, or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises both the project management and inspection fees (scope of services).

The cost of the design, construction, inspection, special consulting, estimated direct expenses, and project management fees is **Four thousand Three Hundred-Fifty and 00/100 Dollars (\$4,350.00)**. Please note the breakout of the allocation of fee costs and conditions, see Exhibit B.

Phase 1 is for Bidding Only.

Phase 2 is for Budgeting Purposes Only.



EXHIBIT "B"
PROJECT BUDGET OUTLINE

22nd DAA - San Diego County Fair
The Sound HVAC Controls Project
Estimated Cost Breakdown

	Phase 1	Phase 2	Total
	Bidding	Construction	
<u>Project Costs</u>			
Construction Contract - Estimate Only		150,000.00	150,000.00
Construction Contingency	-	15,000.00	15,000.00
Construction Project Admin Fee (9-12%)	-	16,500.00	16,500.00
Project Coordination/Management/Bidding	1,700.00		1,700.00
Project Oversight		3,500.00	3,500.00
Compliance Oversight			-
Special Purchasing			-
			-
Project Costs Sub-Total	1,700.00	185,000.00	186,700.00
<u>Estimated Reimbursables</u>			
Design Consultant - Estimate Only			-
* Design Contingency 10%	-	-	-
Design Coordination			-
Cost Estimating			-
Construction Inspection		12,500.00	12,500.00
Special Inspection		2,500.00	2,500.00
Geotech Services			-
Travel	1,300.00	3,250.00	4,550.00
			-
Plan Review			-
Advertising	950.00		950.00
Misc	250.00		250.00
			-
Reimbursable Markup - 6% (Contingency Excluded)	150.00	1,095.00	1,245.00
Estimated Reimbursement Sub-Total	2,650.00	19,345.00	21,995.00
Total by Phase	\$ 4,350.00	\$ 204,345.00	
Total Costs, with Fees and Estimated Costs			\$ 208,695.00

* Reimbursable Markup not applied to Contingency

**Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

Search Theme Park Insider

THEME PARK INSIDER - FEBRUARY 2023



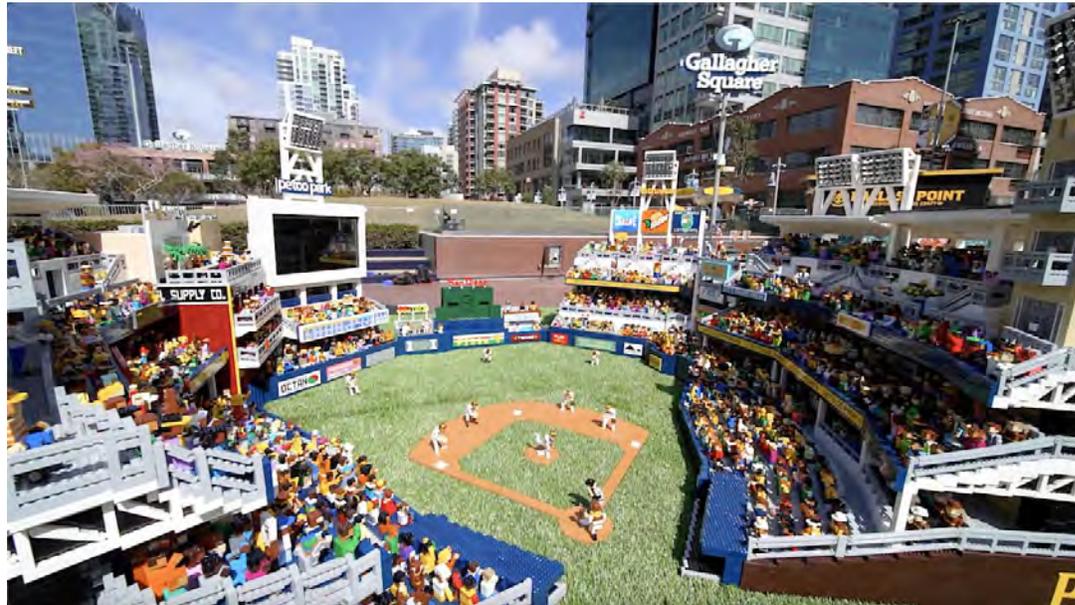
Robert Niles

EDITOR

San Diego's Stadium is Coming to Legoland

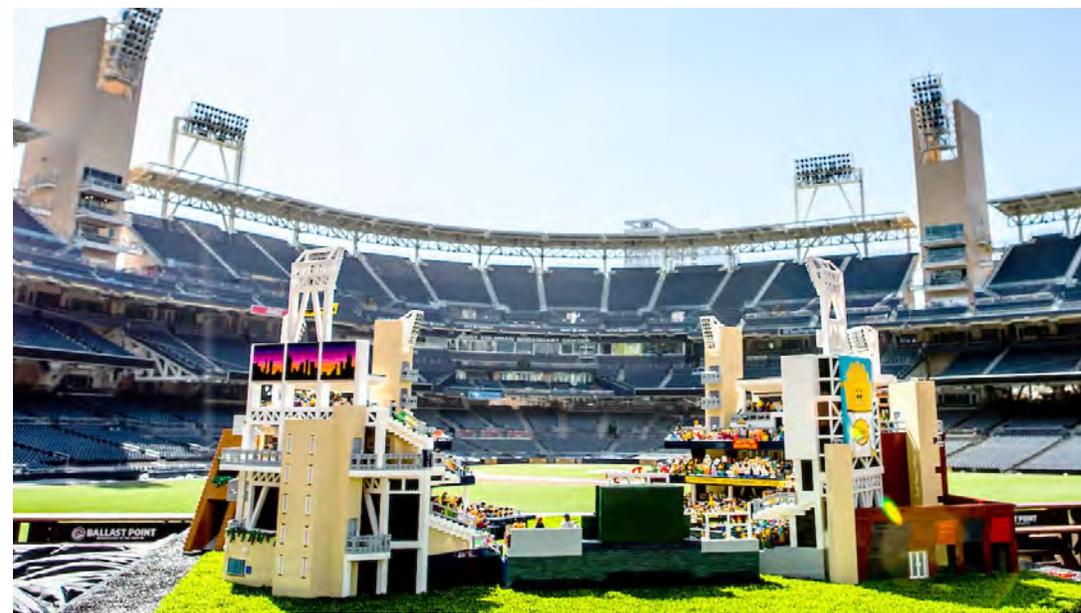
February 23, 2023, 9:59 AM · Legoland California will welcome its hometown to the park's iconic Miniland on on March 23, the park announced today.

To celebrate the impending opening of the San Diego section of its Miniland, Legoland California today unveiled its 150,000-brick model of the city's stadium, Petco Park.



Images courtesy Legoland California

Petco Park is the home to the San Diego Padres baseball team as well as the annual Holiday Bowl college football game. Earlier this week, Legoland's Master Model Builders took their Petco Park to the real Petco Park for a photo shoot.



When it opens next month, Legoland California's Miniland San Diego will include models of the Rady Shell, Hotel Del Coronado, California Tower at Balboa Park, Del Mar Racetrack and Fairgrounds, and scenes from the San Diego coastline, as well as the Lego Petco Park.

MINILAND San Diego At LEGOLAND California Resort Opens On March 23, 2023

👤 Larry Fire 📅 March 16, 2023 📍 Attraction / Theme Park, LEGO
📍 LEGO, LEGOLAND California Resort, MINILAND San Diego



MINILAND San Diego at **LEGOLAND California Resort** is officially opening on March 23rd, 2023. Nearly 4,000 Minilanders will populate this new city created out of more than five million LEGO bricks!

San Diego Miniland Will Include:

San Diego Convention Center



Master Model Builders drew inspiration from Comic Con and are installing hundreds of costume characters based on collector Minifigures this week.

The San Diego County Fair





The team is hard at work setting up three animated rides (Ferris Wheel, Hammer Swing and Gravitron) along with fun fair food stalls, a farm animal contest, a chili cookoff and a giant vegetable competition.

Downtown and Gaslamp Quarter





The streets will be lined with the famous lamps, parking meters and even fire hydrants, but it's the people that will be the ones to spot here such as Minilanders in suits going to work, musicians playing in the city or a Mariachi band in Old Town.

For the new city, Master Model Builders drew inspiration from top San Diego neighborhoods and landmarks including the Rady Shell, Hotel Del Coronado, California Tower at Balboa Park, Petco Park, Del Mar Racetrack and Fairgrounds, and San Diego's incredible coastline.



Item 5-A, General Business – Comprehensive Policies Development & Review

Background:

As previously reported, the 22nd District Agricultural Association is embarking on a comprehensive process to review, revise, and develop policies for the organization over the course of 2023. This will be a lengthy process that will involve (1) the solicitation of input from the appropriate Board committees, and (2) the presentation and discussion of draft policies to the Board and public during regularly scheduled public meetings.

The Board’s authority to establish policies is derived from Food & Agricultural Code, Section 4051(a)(7), which authorizes District Agricultural Associations (DAAs) to “make or adopt all necessary orders, rules, or regulations for governing the activities of the association.” Section 4051(a)(7) also provides that when a District Agricultural Association adopts an order, rule or regulation for governing its activities, the order, rule or regulation is exempt from California’s Administrative Procedures Act. For reference, the Act governs state agencies in adopting, amending, and repealing administrative rules and regulations.

While the Department of Food and Agriculture (CDFA) provides policy oversight to District Agricultural Associations, including providing *recommended* rules and regulations for adoption, each District maintains the authority to adopt rules and regulations for governing its own operations and activities. Though DAAs are exempt from the Administrative Procedures Act, other state agencies, including CDFA, are not. Were CDFA to adopt a mandatory rule or regulation that applied statewide to all District Agricultural Associations, CDFA would promulgate that rule or regulation in accordance with the Administrative Procedures Act.

Process/Approach:

Best management practices, historical policies and procedures, mandatory requirements, industry and other state agency examples, etc., will be considered along with the *recommended* orders, rules, and regulations of CDFA. The process will be 1) present draft policies to the Board at a duly noticed public meeting for discussion, 2) route through the appropriate Board committee(s) or delegate back to the Chief Executive Officer for further consideration of the input received, 3) brought back to the Board at a subsequent public meeting for additional feedback, and 4) finally presented to the Board for consideration and approval.

Recommendation

To approve the following policies that have previously been routed through the Process/Approach described above.

- Introduction,
- 2.01 Institutional Values
- 2.02 Code of Ethics
- 2.03 Conflicts of Interest
- 2.04 Discrimination and Harassment
- 3.01 Board Composition and Officers
- 3.02 Board Committees
- 3.03 Board Member Code of Conduct

- 3.04 Board Member Conflict Resolution
- 3.05 Board Meetings and Agendas
- 3.06 Board Member Orientation and Continuing Education
- 3.07 Board Self-Assessment

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

None at this time.

22nd District Agricultural Association

Board Policies

Introduction

The 22nd District Agricultural Association (the 22nd DAA) is a California state institution that is organized in accordance with the California Food and Agricultural Code (the Code).

The 22nd DAA's purposes under the Code are (1) to hold fairs, expositions and exhibitions in San Diego County to exhibit the industries and industrial enterprises, resources, and products of every kind or nature of the state, with a view toward improving, exploiting, encouraging, and stimulating them; and (2) to construct, maintain, and operate recreational and cultural facilities of general public interest in San Diego County. The 22nd DAA has adopted purpose and mission statements to effectuate these purposes.

Purpose

The 22nd DAA is a timeless community treasure where all can flourish, connect, and interact through year-round, exceptional experiences.

Mission

The 22nd DAA connects 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.

Vision

The 22nd DAA will be the community's iconic place for social interaction and cultural expression, honoring traditions, embracing innovation, celebrating excellence, and having fun. The 22nd DAA does business under the name of the Del Mar Fairgrounds and the San Diego County Fair. The 22nd DAA manages and operates three distinct properties in Del Mar, California consisting of the 212-acre main campus (Fairgrounds), 48-acre recreational campus

(Surf & Turf), and 64-acre equestrian center (Horsepark), and produces the San Diego County Fair each summer.

Two tax-exempt nonprofits work closely with the 22nd DAA to further its purpose and mission, the Don Diego Scholarship Foundation and the Friends of the San Diego County Fairgrounds.

In accordance with Section 3965(b) of the Code, a nine-person Board of Directors (the Board) manages the affairs of the 22nd DAA and guides its strategic direction. Board Members are state officers appointed by the Governor of California. In accordance with the Code, the Board has the authority to delegate certain powers and responsibilities for managing the affairs of the 22nd DAA to the Chief Executive Officer (CEO) and other designated employees. This delegation is subject to the 22nd DAA's Bylaws as well as the Board Policies set forth in this manual.

Policies set forth the framework for how Board Members, the CEO, and other 22nd DAA employees are to carry out their individual and shared responsibilities as they work together to serve the community. These policies formalize:

- The core institutional values and ethical framework of the 22nd DAA;
- The responsibilities and authority of the Board as a body and of its members individually;
- The responsibilities and authority of the 22nd DAA's employees, including the CEO;
- The relationship between the Board, the CEO, and other employees of the 22nd DAA; and
- The general principles that guide the Board's governance practices.



22nd District Agricultural Association
Policies

Policy 2.01: Institutional Values

Date Adopted/Last Revised:

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

The purpose of this Policy is to outline the institutional values of the 22nd DAA. These values are the ethical foundation for all activity conducted in connection with the 22nd DAA, including interactions among 22nd DAA Personnel and interactions by 22nd DAA Personnel with External Stakeholders.

Policy

It is the Policy of the 22nd DAA that all 22nd DAA Personnel know and act in accordance with the following institutional values.

Institutional Values

- **Fun!:** We believe in celebrating the ordinary and the extraordinary in unique ways.
- **A+ Quality:** We believe in creating exceptional and memorable experiences.
- **Integrity:** We believe in being responsible to our community, the environment and to one another.
- **Respect:** We believe in providing an inclusive and interactive place where all people can connect.
- **Service:** We believe in purposeful and inspiring engagement.

It is the responsibility of all 22nd DAA Personnel to apply these values in their activities for the 22nd DAA, whether in the workplace or any other setting in which they are representing the 22nd DAA. In turn, the 22nd DAA Leadership Team will strive to create an environment that supports every individual's ability to uphold and work by our shared ethical principles.

22nd District Agricultural Association
Policies

Policy 2.02: Code of Ethics

Date Adopted/Last Revised:

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

All 22nd DAA Personnel are responsible for adhering to the highest standards of ethical conduct and behavior. This Code of Ethics is designed to help 22nd DAA Personnel make ethical decisions in their work for the 22nd DAA. This Code of Ethics applies to all 22nd DAA Personnel and independent contractors contracted by the 22nd DAA.

Policy

It is the Policy of the Board that all 22nd DAA Personnel act in accordance with this Code of Ethics. While the Code of Ethics cannot address every issue, it provides basic principles to guide activities and decisions. Minimum compliance with legal requirements does not necessarily meet the standards set forth in this Code of Ethics. All 22nd DAA Personnel are encouraged to consult with their supervisor, the CEO, or the Board Chair or Board Vice Chair regarding questions about whether a particular course of conduct meets the requirements of the Code of Ethics. All 22nd DAA Personnel are required to report any suspected wrongdoing in accordance with the reporting procedures set forth in *Board Policy 2.05: Reporting Wrongdoing*. Any directives or communications, whether formal or informal, that have the effect of discouraging such reporting are strictly prohibited.

1. Uphold the Law and Ethical Principles

All 22nd DAA Personnel are expected to follow the law and applicable regulations, both in letter and spirit. While ethical principles and legal requirements may overlap, in many respects they may differ. Ethical decision-making and practices should be considered along with legal

requirements and appropriately fill any gaps in legal interpretation and application. It is the policy of the Board that all 22nd DAA Personnel exhibit the highest fidelity to ethical conduct and avoid even the appearance of impropriety.

2. Professional Integrity and Responsibility

All 22nd DAA Personnel are expected to add value to the 22nd DAA, contribute to its ethical success, and accept professional responsibility for individual decisions and actions. All 22nd DAA Personnel are expected to serve as advocates for the 22nd DAA by engaging in activities that enhance its credibility and value.

General Guidelines

1. Adhere to the highest standards of ethical and professional behavior, including honesty, transparency, and fairness.
2. Take actions that are grounded in furthering the mission of the 22nd DAA.
3. Take actions that are consistent with the institutional values of the 22nd DAA (see Policy 2.01: *Institutional Values*).
4. Strive to achieve the highest levels of service for the community served by the 22nd DAA.
5. Advocate for the appropriate treatment, appreciation, and care of all 22nd DAA Personnel and External Stakeholders as valuable individuals.
6. Do not harass, mistreat, belittle, harm, or take unfair advantage of anyone.
7. Do not tolerate lying, deliberate misrepresentation, theft, fraud, unlawful discrimination, or ill use of other individuals — whether such persons be guests, peers, superiors, subordinates, contractors, Board Members, members of the public, or other stakeholders.
8. Do not misappropriate the 22nd DAA's resources or resources belonging to others which are entrusted in the care of the 22nd DAA.

3. Ethical Leadership

All 22nd DAA Personnel are expected to exhibit individual leadership as role models for exemplifying ethical conduct. All 22nd DAA Personnel should strive to earn individual respect and increase the organization's credibility with the people and community we serve.

General Guidelines

1. Act ethically in every professional interaction. Several key questions can help identify actions or situations that may be unethical:
 - a. Do my actions comply with the law and the 22nd DAA’s mission, values, and policies?
 - b. Have I been asked to misrepresent information or deviate from normal procedures?
 - c. Would I feel comfortable describing my decision or action in a public meeting?
 - d. Could I cause harm to the 22nd DAA, the 22nd DAA’s reputation, 22nd DAA Personnel, or External Stakeholders?
2. Question (in a professional and appropriate way) pending individual and group actions or decisions when necessary to ensure that they are ethical and are implemented in an ethical, inclusive manner.
3. Seek expert guidance if in doubt about the ethical propriety of a situation.
4. When appropriate, champion the development of others as ethical leaders in the profession and the 22nd DAA through coaching and mentoring.

4. Diversity, Equity, and Inclusion

All 22nd DAA Personnel are ethically responsible for promoting and fostering diversity, equity, and inclusion for all 22nd DAA Personnel and External Stakeholders. In addition, the 22nd DAA has a policy of promoting diversity, equity, and inclusion among its Board and staff and to the community at large in order to strengthen its programmatic effectiveness.

General Guidelines

1. Respect the uniqueness and intrinsic worth of every individual.
2. Treat people with dignity, respect and compassion to foster a trusting work and service environment free of harassment, intimidation, and unlawful discrimination.
3. Advocate for and take actions to ensure the organization’s work and service environment promotes diversity and inclusion.
4. Develop, administer, and advocate policies and procedures that foster fair, consistent, and equitable treatment for all.
5. When involved in the HR process, promote diversity and inclusion in employee recruitment, hiring, promotion, and retention.

5. Professional Competency

All 22nd DAA Personnel must strive to meet the highest standards of professional competency and commit to strengthening their competencies on a continuous basis.

General Guidelines

1. Ensure an adequate level of personal competency to perform assigned responsibilities and duties proficiently.
2. Be honest about individual level of competency and commit to continuous learning, skills development, and application of new knowledge related to the work of the 22nd DAA.
3. Contribute to the organizational knowledge and growth of other 22nd DAA Personnel by openly sharing information and engaging in collaborative learning.

6. Conflicts of Interest

See *Policy 2.03: Conflicts of Interest*.

Subject to Board Approval

22nd District Agricultural Association
Policies

Policy 2.03: Conflicts of Interest

Date Adopted/Last Revised:

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

It is in the best interest of the 22nd DAA to be aware of and properly manage all real, potential, and perceived conflicts of interest. This Policy is designed to help 22nd DAA Personnel identify situations that present potential conflicts of interest and to provide guidelines for handling perceived, potential, or actual conflicts of interest in accordance with the 22nd DAA's institutional values and legal requirements.

Section 2.03.01 sets forth the reporting procedure applicable to 22nd DAA employees other than the CEO and CEO Direct Reports.

Section 2.03.02 sets forth the reporting procedure applicable to Board Members, the CEO, and CEO Direct Reports.

Note: This Policy supplements but does not replace any disclosure or recusal requirements set forth in the Conflict of Interest Code of the California Department of Food and Agriculture ("COI Code") or any other applicable state law or regulation, including but not limited to, California common law, California Government Code, section 1090, California Public Contracts Code, section 10410, and the Political Reform Act of 1974 (including any regulation promulgated by the Fair Political Practices Commission to enforce the Political Reform Act of 1974, [collectively, "California Law"]).

If any provision contained in this Policy conflicts with any provision set forth in the COI Code and/or California Law, the provision contained in the COI Code and/or California Law shall govern and control. This Policy does not replace, modify, or alter any reporting

requirements under California law, including but not limited to, the reporting of economic interests through the completion and submission of the annual Statement of Economic Interests (Form 700).

Definitions

For the purpose of this Policy, the following definitions apply:

- **Family Member:** any member of an employee's or Board Member's family (spouse, parent, sibling, child, stepchild, grandparent, grandchild, great-grandchild, in-law, or registered domestic partner)
- **Interest:** any interest, financial or otherwise, whether direct or indirect, including, but not limited to: being employed by, consulting with, holding office in (including serving on a fiduciary or advisory board of), representing, or deriving income from a Third Party
- **Third Party:** any individual or entity, whether organized for profit or not-for-profit, other than the 22nd DAA
- **Transaction:** any transaction between a Third Party and the 22nd DAA in which the Third Party would receive something of value (whether financial or not) from the 22nd DAA

Policy

All 22nd DAA Personnel are expected and required to avoid any relationship or activity that might impair, or appear to impair, their ability to ethically carry out their responsibilities, without disclosing that information and obtaining the appropriate approval in accordance with this Policy.

In general, a conflict of interest may occur if an outside Interest or activity influences, appears to influence, or has the potential to influence the ability of an individual to exercise objectivity in the performance of their duties at the 22nd DAA or to perform their duties in the best interests of the 22nd DAA. Specific examples of potential conflicts of interest include, but are not limited to, situations where an employee or Board Member:

- Participates in decision-making related to, or otherwise seeks to influence, a potential Transaction between the 22nd DAA and a Third Party in which they have an Interest or their Family Member has an Interest.
- Receives compensation, gifts, favors, entertainment, personal advancement, or other benefits of more than a nominal value (\$500 accumulated annually from the same source)

from a Third Party, which has engaged in, or seeks to engage in, a Transaction with the 22nd DAA.

- Discloses or uses confidential, privileged, special, or inside information about the 22nd DAA or its employees or Board Members for personal gain or advantage.
- Has an opportunity to influence the 22nd DAA's business, administrative, or other material decisions in a manner that leads to personal gain or advantage.
- Uses their position at the 22nd DAA to obtain employment at the 22nd DAA for their Family Members or other Third Parties in which they have an Interest.

The above list of examples is not exhaustive. All 22nd DAA Personnel are expected to exercise careful judgment in determining whether or not to disclose a potential conflict of interest in accordance with this Policy. In the case of uncertainty about whether a situation constitutes a potential conflict of interest, 22nd DAA Personnel are encouraged to err on the side of disclosure.

2.03.01: Disclosure Requirement and Approval Procedure for Employees Other Than the CEO and CEO Direct Reports

Any time an employee other than the CEO or CEO Direct Report is aware or becomes aware of facts or circumstances that could give rise to a potential conflict of interest or, in a reasonable person's judgment, could present the appearance of impropriety, such employee shall promptly report that information to their direct supervisor.

Any employee who is or becomes aware that the 22nd DAA is considering entering into a Transaction with a Third Party in which the employee (or their Family Member) has an Interest shall ensure that the CEO is made aware of the potential conflict of interest *prior to* the Transaction being entered into by the 22nd DAA.

All disclosed information will be treated on a confidential basis, except to the extent necessary for the protection of the interests of the 22nd DAA or as otherwise required under California law. The CEO may implement additional procedures to address these disclosures.

Reporting and Violations of the Policy

An employee who discovers or suspects a violation of this Policy should follow the procedures outlined in *Policy 2.05: Reporting Wrongdoing*.

Violations of this Policy will be treated as serious misconduct. The Board delegates the responsibility to establish appropriate investigation and disciplinary procedures relating to violations of this section to the CEO.

2.03.02: Disclosure Requirement and Approval Procedure for Board Members, CEO, and CEO Direct Reports

Any time the CEO, a CEO Direct Report, or a Board Member is aware or becomes aware of facts or circumstances that could give rise to a potential conflict of interest or, in a reasonable person's judgment, could present the appearance of impropriety, such individual shall promptly report that information to the Board Chair, prior to its next regularly scheduled meeting.

Any time the CEO, a CEO Direct Report, or a Board Member is aware, or becomes aware, that the 22nd DAA is considering entering into a Transaction with a Third Party in which the CEO, a CEO Direct Report, a Board Member, or one of the foregoing's Family Members may have an Interest, such individual shall disclose the existence of the potential conflict of interest and all material facts to the Board *in advance* of the Transaction being entered into by the 22nd DAA. Such report shall be made first to the Board Chair and Board Vice Chair and subsequently reviewed by the full Board in a duly noticed public meeting. The CEO shall not knowingly permit such a Transaction to proceed without first obtaining the Board's express approval following full disclosure to the Board, during a regularly scheduled meeting, of all material facts. This applies to Transactions above and below the amount of any delegation of signature authority made by the Board to the CEO.

Recusal

When the CEO, a CEO Direct Report, or a Board Member has an Interest in a proposed Transaction, that individual will provide information as requested and then will abstain from any deliberation on the merits of the proposal or the vote.

Reporting Violations of the Policy

Any individual who discovers or suspects a conflict of interest should follow the procedures outlined in *Policy 2.05: Reporting Wrongdoing*.

Documentation

The minutes of any Board meeting at which any actual, potential, or perceived conflict of interest is disclosed or discovered involving the CEO, a CEO Direct Report, or a Board Member will contain:

- The name of the person who disclosed, or otherwise was found to have, an actual, potential, or perceived conflict of interest; the nature of the interest; any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest or duality of interest in fact existed.
- The name of each person present for discussions, the vote of each Board Member relating to the Transaction, a summary of the discussion, including adopted alternatives to the proposed Transaction, and a record of any votes taken in connection with the discussion.

Subject to Board Approval

22nd District Agricultural Association
Policies

Policy 2.04: Discrimination and Harassment Prevention

Date Adopted/Last Revised:

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

The purpose of this Policy is to ensure that all 22nd DAA Personnel are committed to providing a work, service and business environment that are free from unlawful harassment, discrimination, and retaliation.

This policy applies to all persons involved in 22nd DAA activities, including, but not limited to, staff; Board Members; contracted, temporary and voluntary employees; unpaid interns; members of the public; applicants for employment; or visitors on 22nd DAA property who may come into contact with 22nd DAA employees. This policy also applies to any incidents involving inappropriate behavior made either to or by 22nd DAA guests and business partners.

Note: This Policy supplements but does not replace any discrimination and harassment prevention protections provided for California law or Federal law, including but not limited to, the California Fair Employment and Housing Act.

If any provision contained in this Policy conflicts with any provision of California law, the provision of California law shall govern and control.

Policy

The 22nd DAA is committed to a work and service environment in which all individuals are treated with respect and dignity. The 22nd DAA expressly prohibits discrimination, harassment, and bullying by or against any 22nd DAA Personnel or External Stakeholders, and will take all

reasonable steps to prevent the occurrence of discrimination, harassment, and bullying from occurring.

The 22nd DAA exercises a zero tolerance policy on discrimination, harassment, and bullying for causes including, but not limited to: age, ancestry, color, disability (mental and physical), exercising the right to family care leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religion, sex (includes pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, citizenship status, or any other protected status in accordance with all applicable Federal, State, and local laws. The 22nd DAA, in compliance with all applicable federal, state, and local anti-discrimination and harassment laws and regulations, will enforce this policy in accordance with the following definitions and guidelines:

Discrimination

The 22nd DAA prohibits discrimination of any kind. For the purposes of this Policy, discrimination may include, but is not limited to: hostile or demeaning behavior toward people because of their protected class; allowing the protected class of an employee, applicant, or other person involved in 22nd DAA business to be a factor in hiring, promoting, compensating or other employment related decisions unless permitted by applicable law; or providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to employees, applicants, or other persons involved in 22nd DAA business because of their protected class. Such conduct may violate this policy, even if it is not unlawful.

Harassment

The 22nd DAA prohibits harassment of any kind, including sexual harassment. For purposes of this Policy, harassment is unwelcome, disrespectful, or unprofessional conduct, including conduct based on any of the protected classes. Harassment includes, but is not limited to, verbal (jokes, slurs, epithets, teasing), visual (posting of offensive graphic material, symbols, computer displays), or physical conduct in an unwanted manner. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs, and negative stereotyping.

- Nonverbal harassment includes distribution, display, or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.
- Physical harassment includes any threatening, intimidating, violent, or hostile physical acts.

All harassing conduct is unacceptable in the workplace and in any work-related setting, such as business trips and business-related social functions, regardless of who is engaging in the conduct. Even if it is not unlawful, such conduct, even if a single incident, may violate this policy.

Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined as harassment based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, or gender expression. Sexually harassing conduct does not need to be motivated by sexual desire.

Sexual harassment is categorized into two types:

Quid Pro Quo:

- The demand of sexual favors in exchange for a job benefit or continued employment.
- Submission to or rejection of the demand is used as the basis for an employment decision affecting the victim.
- Typically committed by a supervisor, management or someone with authority over the victim.

Hostile Work Environment:

- Conduct of a sexual nature that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include, but are not limited to:
 - Unwelcome sexual advances, flirtation, teasing of a sexual nature.
 - Sexually aggressive or obscene letters, invitations, notes, emails, voicemails, or gifts.
 - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
 - Leering, obscene or vulgar gestures, or sexual gestures.
 - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, posters, or other such items.
 - Impeding or blocking movement, unwelcome touching or assaulting others.

- Reprisals and threats after a negative response to a sexual advance.
- Conduct or comments consistently targeted at one gender, even if the conduct is not sexual.

All sexually harassing conduct is unacceptable in the workplace and in any work-related settings, such as business trips and business-related social functions, or when interacting with External Stakeholders regardless of who is engaging in the conduct. Such conduct, even if a single incident, may violate this policy even if it is not unlawful.

Intent vs. Impact for Harassment Cases

In cases of alleged harassment, the intent of the harasser is irrelevant. It is the impact of the behavior and how it is perceived by the recipient that determines if the conduct is harassment. In addition, a witness to the conduct has the right to submit a complaint.

Retaliation

For the purpose of this Policy, retaliation is an adverse employment action against an individual for engaging in a protected activity. To prove retaliation, there must be a causal link between the adverse employment action and the protected activity.

No hardship, loss, benefit, or penalty may be imposed on a Board Member or employee in response to opposing discriminatory practices, filing a complaint, or testifying, assisting or participating in any manner in an investigation, proceeding or hearing. These prohibitions apply to all 22nd DAA Personnel, not only managers and supervisors or others against whom complaints are filed.

Lodging a bona fide complaint will in no way be used against the individual or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Procedures

Internal Complaint Process

The 22nd DAA's discrimination and harassment complaint process provides the employee, applicant, or other person involved in the 22nd DAA's business, the opportunity, including External Stakeholders, to raise allegations and to seek resolution of their complaint. Complaints will be resolved at the lowest organizational level possible while assuring that the process provides for timely, thorough, and impartial review of the discrimination or harassment complaint without fear of reprisal or retaliation.

Reporting Violations of the Policy involving an Employee other than the CEO

Employee violations of this policy will be treated as serious misconduct. The Board delegates the responsibility to develop appropriate discrimination and harassment investigation and disciplinary procedures for employees to the CEO. However, these procedures must include a provision that the Board be notified promptly about any complaints against a member of the organization's Senior Management Team.

If the issue is about something other than discrimination or harassment, an employee who discovers or suspects a conflict of interest should follow the procedures outlined in the 2.05 Reporting Wrongdoing policy.

Reporting Violations of the Policy involving a Board Member and/or CEO

Violations of this policy will be treated as serious misconduct.

Employee:

- It is encouraged, though not required, to tell the individual engaging in inappropriate conduct to stop.
- If the individual engaging in inappropriate conduct is the CEO, report conduct to the Board Chair or Human Resources Department if the Board Chair is unavailable to resolve the complaint.
- If the individual engaging in inappropriate conduct is a Board Member, report conduct to the CEO or Board Chair.

Supervisors:

- Anyone in a supervisory position is considered an obligated reporter for the purpose of this Board Policy. Supervisors must report any and all potential violations of this policy to the Human Resources Department immediately. Failure to do so may result in disciplinary action against the Supervisor.
- Maintain confidentiality to the extent possible.

Human Resources Department:

- Determine if the complaint filed meets jurisdictional and procedural requirements and assign an investigator. The objective of the investigation is to determine if there is sufficient evidence to show a violation of the 22nd DAA Discrimination and Harassment Prevention Policy.
- If necessary, advise the Board Chair or CEO and the Complainant that a complaint has been received, the intent to investigate the allegations, and inform them of the policy against retaliation.
- Conduct the investigation. When the investigation is complete, the Board Chair and/or CEO, the Complainant, and the Respondent will be informed of the findings. The

investigation will be conducted with discretion and the information gathered during an investigation will be kept confidential to the extent possible.

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state, or federal agencies or the judicial system.

The following additional options are available to resolve a complaint:

Complaints Filed Outside of the 22nd DAA

No one is required to file a complaint internally. Anyone may file a complaint with the following agencies:

Equal Employment Opportunity Office
San Diego Local Office
555 West Beech Street, Suite 504
San Diego, CA 92101
(619) 900-1616

California Department of Fair Employment and Housing
320 West 4th Street, 10th Floor
Los Angeles, CA 90013
Phone: (213) 439-6799

U.S. Equal Employment Opportunity Commission
Los Angeles District Office
Roybal Federal Building
255 East Temple St., 4th Floor
Los Angeles, CA 90012
(213) 785-3090

Liability for Unlawful Discrimination and Harassment

22nd DAA:

- Responsible for the actions of their employees and as a result can be held financially liable for the employees' acts if the supervisor or staff director knew or should have known of the existence of discrimination or harassment and failed to take appropriate action.

Supervisors:

- Because supervisors are responsible for ensuring a work environment free of discrimination, harassment and retaliation, they must take immediate action if they learn of any alleged incident of discrimination, harassment, or retaliation. Actions always include notifying the Human Resources Department immediately. Failure to act can

expose the supervisors personally to financial liability for damages, as well as disciplinary action.

- Supervisors who engage in Quid Pro Quo Harassment can be subject to disciplinary action and held financially liable for their conduct.

Individual Harasser:

- An employee found guilty of unlawful discrimination or harassment may be sued separately from his/her employer and if found guilty, will be held financially liable for his/her actions. Insurance generally does not indemnify for intentional conduct, and the employer may have no legal obligation to pay the cost of defense or judgment for an employee determined to have sexually harassed another. The employee may be responsible for paying part or all monetary damages if any are awarded. Monetary damages may include substantial compensatory and punitive damages and attorney fees.

Training

All 22nd DAA employees, including newly appointed supervisors and staff directors, Board Members and the CEO are required to complete a harassment prevention training class within six months after appointment or promotion, and **every two years thereafter**. Newly hired employees shall be provided with a copy of the 22nd DAA's Discrimination and Harassment Prevention Policy as part of the hiring package.

All temporary and seasonal employees must complete a harassment prevention training class within two weeks of being hired.

All Supervisors are required to discuss and review the 22nd DAA's Discrimination and Harassment Prevention Policy with subordinate **employees annually**.

Exclusion

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment.

22nd District Agricultural Association
Policies

Policy 3.01: Board Composition and Officers

Date Adopted/Last Revised:

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

The purpose of this policy is to outline the Board’s organizational structure—including its composition and officers.

Policy

Board Composition

The Board is comprised of nine members, appointed by the Governor of California to serve staggered four-year terms. Board Members may serve more than one term and are reappointed at the discretion of the Governor.

Board Officers

Annually, the Board will elect up to three of its members to fill the officer positions as outlined in Article III of the 22nd DAA Bylaws.

In addition, and in accordance with California law, the Board shall select a secretary, a manager, and a treasurer from among individuals that are not members of the Board. One person may be the secretary, manager, and treasurer and the Board may elect to delegate responsibilities vested in the Board to its officers or employees, including to the secretary, manager, and treasurer.

Board Chair Responsibilities

The role of the Board Chair is to ensure the integrity of the Board's processes. In addition to the specific duties outlined in other areas of the Policies, the Board Chair has the following general responsibilities:

- a) The Board Chair is the manager of the Board's activities, ensuring that the Board of Directors and its members follow Board of Directors rules and policies as well as the provisions of the Bagley-Keene Open Meeting Act. Since the Board conducts business during public Board meetings, the Board Chair is responsible for ensuring that the Board's work is conducted efficiently and effectively. To that end:
 - o Meeting discussion content will include only those issues that clearly (according to Policy) belong to the Board to decide, consider, or to monitor.
 - o Information that is not for monitoring performance, educating the Board or aiding in the Board's decision-making processes will be avoided or minimized and always noted as such.
 - o Deliberation will be fair, open, thorough, timely, orderly, and kept to the point.
- b) The Board Chair will set the agenda for Board meetings with input from the other members of the Board and with the assistance of the CEO. The Board Chair will ensure that Board meetings are focused on matters of Board responsibility.
- c) The Board Chair is responsible for promoting the development of a Board work plan, complementary to the strategic plan and objectives of the organization.
- d) The Board Chair—without undermining the CEO's accountability to the full Board of Directors—will be the Board's primary liaison with the CEO, who is responsible for the execution of Board policies and directives, and for determining the means, organizational structure and management processes necessary to achieve the strategic objectives.
- e) The Board Chair is responsible for ensuring that conflict of interest issues and other conflicts or disputes are addressed sensitively and resolved constructively.
- f) The Board Chair, with the support and cooperation of the Board, is responsible for ensuring adequate communications and accountability to External Stakeholders.
- g) The Board Chair may sign, in conjunction with the CEO or any other officer of the 22nd DAA authorized by the Board, any deed, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed with the exception of cases where the signing and execution thereof shall be expressly delegated by the Board or by the Bylaws or by statute to some other officer or agent of the 22nd DAA.
- h) The Board Chair is the only Board Member authorized to speak for the 22nd DAA, unless this is specifically delegated to another Board Member. The Board Chair will act as public and media spokesperson for the Board of Directors and 22nd DAA as required.

Board Vice Chair Responsibilities

The Board Vice Chair will act on the Board Chair's behalf in the absence of the Board Chair or in the event of the Board Chair's inability or refusal to act. When acting in this capacity, the Board Vice Chair will have all the powers and responsibilities of the Board Chair. The Board Vice Chair will also take minutes at all closed session meetings when the CEO is not in attendance.

CEO Responsibilities

The CEO will attend all meetings of the Board of Directors, unless excused by the Board. See Policy 5.03 (Delegation of Executive Authority) for additional details about the CEO's responsibilities.

Secretary Responsibilities

The CEO will serve as the Secretary of the 22nd DAA in accordance with Article III, Section 6 of the Bylaws.

Treasurer Responsibilities

The CEO will serve as the Treasurer of the 22nd DAA in accordance with Article III, Section 7 of the Bylaws.

Subject to Board Approval

Policy 3.02: Board Composition and Committees

Date Adopted/Last Revised:

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.

Policy 3.03: Board Member Code of Conduct

Date Adopted/Last Revised:

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

Board Members are expected to conduct themselves in a manner that cultivates a spirit of cooperative decision-making, shared goals and collective ownership of decisions of the Board of Directors. In addition to the guidelines provided in the Organizational Values, Code of Ethics, and Conflicts of Interest policies, this policy outlines a specific Code of Conduct that applies to all Board Members.

Policy

The Board commits itself and each Board Member to professional and respectful conduct, including proper use of authority and appropriate decorum when acting as Board Members. Accordingly, Board Members are expected to embrace and support the following principles:

1. **Group Responsibility:** The Board of Directors will cultivate a sense of group responsibility. The Board may use the expertise of individual Board Members to enhance the Board's understanding of issues, but will not substitute such expertise for the collective judgment of the Board.
2. **Preparation and Participation:** Board Members are accountable for discharging their duties honestly and in good faith. Board Members shall exercise the degree of care, diligence and skill that a reasonably prudent person would use in similar circumstances.
 - a. *Preparation:* Board Members will review agenda materials in advance of public Board meetings and committee meetings, and will participate productively in discussions.

- a. Opening Day of the annual San Diego County Fair
- b. Awards presentations
- c. Other special events as determined by the Board or requested by the CEO

Board will govern itself in a manner consistent with standards of excellence. Board members that fail to meet the standards of the code of conduct may be subject to reporting to the Governor's Appointment Secretary.

Subject to Board Approval

Policy 3.04: Board Member Conflict Resolution

Date Adopted/Last Revised:

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

Board Members are commonly appointed to bring diverse views on issues to the decision-making process. Constructive disagreements among Board Members are encouraged. However, in the heat of debate, disagreements sometimes degenerate into serious conflict on issues or between or among personalities. The purpose of this policy is to outline how conflict between Board Members should be resolved.

Policy

If disputes among Board Members begin to interfere with the ability of the Board to effectively carry out its business, the Board Chair is responsible for managing and resolving those conflicts. If the Board Chair is party to a conflict, the Board Vice Chair will take on this responsibility. If the Board Vice Chair is party to the conflict, a neutral Board Member will be selected to fulfill this role by the Board of Directors during a public meeting in accordance with the Bagley-Keene Open Meeting Act.

The Board Chair will review any disputes and provide an opportunity for the Board Members concerned to represent their respective positions during a duly noticed public meeting. Every attempt should be made to resolve such matters fairly. Any recommendations regarding resolution of such matters shall be brought to the Board for consideration and approval, and any recommendation of the Board shall be made during a public meeting and shall be considered the official position of the Board. Should any Board Member refuse to abide by the recommendation of the Board, during a duly noticed public meeting, the Board may consider and

vote on whether to refer the matter to the Governor's Appointment Secretary to determine whether to remove the Board Member(s) from the Board.

Subject to Board Approval

22nd District Agricultural Association
Policies

Policy 3.05: Board Meetings and Agendas

Date Adopted/Last Revised:

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

The purpose of this policy is to outline meeting and agenda-setting requirements, including compliance with all applicable California laws.

Policy

To support transparent communication, and in alignment with the Bagley-Keene Open Meeting Act, it is the policy of the 22nd DAA that its work will be conducted openly so that the public may remain informed and involved in the decision-making process. As such, the actions of the Board are conducted in compliance with all pertinent statutes, including – but not limited to – the Bagley-Keene Open Meeting Act.

Notices of Meetings

All meetings will be noticed in accordance with the Bagley-Keene Open Meeting Act.

Regular Meetings

In accordance with Article II, Section 2 regular meetings of the Board of Directors will be held monthly on the second Tuesday or at the discretion of the Board Chair, for no less than eight months per year. Since the 22nd DAA hosts the annual San Diego County Fair in the months of June and July, there will not be a June or July Board meeting unless specifically requested and approved by the Board.

Via a resolution, the Board may select the time and place within San Diego County, California, to hold its regular meetings.

Except when the Board convenes to closed session, in accordance with the Bagley-Keene Open Meeting Act, Board meetings are open to the public. Board meetings will follow Robert's Rules of Order unless the Board Bylaws explicitly substitutes an alternative procedure. Committee meetings are not open to the public unless required by law or otherwise requested by Board committee members.

Special Meetings

"Special Meetings" of the Board of Directors may be called at any time in accordance with Government Code section 11125.4, the provisions of the Bagley-Keene Open Meeting Act that governs special meetings.

Emergency Meetings

"Emergency Meetings" of the Board of Directors may be called at any time in accordance with Government Code section 11125.5, the provisions of the Bagley-Keene Open Meeting Act that governs emergency meetings.

Closed Sessions

Closed sessions of the Board shall be noticed in accordance with the requirements of the Bagley-Keene Open Meeting Act.

Recessed and Adjourned Meetings

Any meeting may be recessed or adjourned until a stated later date and hour. In the absence of a quorum, a majority of the Board Members present at the meeting may adjourn any meeting.

Decision-Making Process

Decisions of the Board are made as a group at Board meetings at which a quorum of the Board (50% plus one) is present. A quorum is required for the transaction of any business of the 22nd DAA. Decisions will ideally be made through a consensus development process leading to a formal vote to record the decision. This process is intended to encourage full discussion and

development of a decision that all, or at least the largest possible majority of, board members can support, prior to a vote. Where disagreements continue to exist, dissenting members may request that their objections be recorded in the minutes. A favorable vote of a majority of the members present, regardless of abstentions, is required for approval. Board Members have the right to discuss questions before the Board and make their decisions in an uninhibited atmosphere.

Agenda

As stated in Policy 3.01 (Board Composition and Officers), the Board Chair will set the agendas for Board meetings, with input from Board Members and assistance of the CEO. The Board Chair will ensure that discussions at Board meetings are confined to those issues properly agendaized and that clearly fall within the Board's authority according to its policies. Deliberation on issues during Board meetings will be timely, fair, orderly, thorough, and efficient.

Subject to Board Approval

22nd District Agricultural Association
Policies

Policy 3.06: Board Member Orientation and Training

Date Adopted/Last Revised:

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

The 22nd DAA works to actively develop and maintain a high quality, engaged, and effective Board. This policy outlines the responsibility of the Board to orient and train its members.

Policy

New Board Member Orientation

The 22nd DAA will provide a welcoming and comprehensive orientation process to encourage new Board Members to become informed and engaged. Within 30 days of appointment, each new Board Member will receive a thorough orientation to their position by the CEO and Board Chair. Orientation should include, but not be limited to:

- The history, purpose, mission, vision, and values of the 22nd DAA
- The Board Bylaws and all Policies
- An organizational chart
- An overview of funding sources
- Calendar of meetings and events
- A tour of facilities and introduction to key staff
- The requirements of the Bagley-Keene Open Meeting Act

Continuing Education

To build an informed and engaged Board of Directors, the 22nd DAA provides ongoing education, including:

- State-mandated training courses including, but not limited to:
 - Maintaining a Respectful Work Environment-EEO Compliance
 - Protecting Privacy in State Government
 - SANS Security Awareness
 - Ethics Orientation for State Officials
- Bagley-Keene Open Meeting Act training

Whenever possible, the Board should consider participating in the above required training as a group during a duly noticed public meeting to foster discussion.

Procedure

On an annual basis, the Board Chair, in collaboration with the CEO, will determine the continuing education schedule and opportunities for the year. As part of this process, the Board Chair, in collaboration with the CEO, will ensure that all Board Members have the opportunity to attend and complete all required trainings.

Subject to Board Approval

22nd District Agricultural Association
Policies

Policy 3.07: Board Self-Assessment

Date Adopted/Last Revised:

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

The purpose of this Policy is to ensure that the Board functions as effectively as possible by regularly conducting self-assessments of their own performance.

Policy

Led by the Audit & Governance Committee, the Board will conduct a formal self-assessment of its own performance on an annual basis. This assessment should take place at the same time as the CEO Performance Evaluation (see Policy 5.05). The evaluation should include an assessment of:

- The Board’s progress in relation to the strategic plan.
- The Board as a whole 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, ethics, as well as Board-specific responsibilities.

Additionally, the process should include an opportunity for the CEO to provide direct feedback to the Board.

The Board will review the results of the self-assessment. Under the guidance of the Board Chair, the Board is responsible for taking any appropriate steps suggested by the review to improve its internal operations.



Item 5-C, Finance Committee Report

Executive Summary

The attached preliminary financial reports are through January 31, 2023 and are subject to change as the District works to review and close out the month.

The Balance Sheet is consolidated with the District, State Race Track Leasing Commission, and Race Track Authority. The Income Statement is inclusive of all District programs and operations only.

As has previously been discussed, due to the proximity of the board meeting dates to the end of the month immediately prior, there is approximately a six (6) week lag between the financial report presentation and current activity. Therefore, the Committee reviews and presents financial reports to the Board from two months prior (September financials in November, October financials in December, etc.).

Balance Sheet:

Data for fiscal years 2021 and 2022 is included for comparison purposes to the current year, 2023. The most recent full year of activities and operations was 2022 as it included a full San Diego County Fair while 2021 included the modified summer event, Home*Grown*Fun, and ongoing pandemic-related restrictions.

- **Assets:**
 - **Total Cash and Cash Equivalents** has improved over 2021. Notable is the increase to the operating **Cash** position since 2022. In 2021, **Restricted Cash in Trust** (Loan funds) for capital projects comprised a significant portion of the overall cash position and those loan funds were exhausted due to completion of the projects in 2022.
 - **Restricted Cash RTA** is the cash available for the Race Track Authority bond obligations including maintaining a surplus fund held in trust that is equivalent to one year's debt obligation, Net Horse Racing Operations Revenue for the current year's debt obligation, and the minimum cash balance requirement for the District. Net Horse Racing Revenues are transferred to the trustee by January 15th of each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

- **Liabilities:**
 - Beginning in 2021, greater detail has been provided for all **Liabilities**.
 - **Deferred Revenue** consists of advance payments received for activities in the future such as event rentals.
 - **Accrued Employee Leave Liabilities** reflects the value of the leave balances currently due to employees upon separation from District and continues to be managed to remain within the state mandated thresholds.

Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned; expenses in the month incurred. For example, revenues for the San Diego County Fair are reflected in the June and July financial reports.

The first three columns of figures represent the month's activity – Actual, Budget, and Variance of Actual to Budget. The middle grouping of columns represents the year-to-date activity, while the last column presents the complete operating budget goals for 2023.

The overall activity for the District through January has been on pace with budget forecasts.

- Revenues:
 - Most revenue categories met or exceeded budgeted expectations.
 - Parking Revenues were short of expectations, partly due to lower than anticipated attendance for the “Beyond King Tut” event.
 - Interest Earnings may outperform the budgeted amounts as a result of future increases to interest rates pursuant to actions taken by Federal Reserve/Federal Open Market Committee.

- Expenses:
 - **Payroll & Related Expenses** are indicative of the District's ability to fill full-time, civil service vacancies within any given month as well as actual hours incurred versus those anticipated for temporary employees working events.
 - **Professional Services** consists of a multitude of services, the largest being food & beverage. Reported savings may be a shift in the timing of contract expenditures, and possibly will expense in future periods.

UNAUDITED FINANCIAL STATEMENTS

22nd DAA

Consolidated Balance Sheet (DAA, RTA, RTLC)

As of January 31, 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Assets			
Cash	\$ 30,461,234	\$ 21,340,073	\$ 6,968,129
Restricted Cash - JLA	30,099	23,264	20,838
¹ Restricted Cash - F&B Equipment Fund	119,538	338,980	64,122
² Restricted Cash - RTA	14,404,926	11,320,069	6,611,688
Restricted Cash in Trust - WQI	(1)	421,064	421,064
Restricted Cash in Trust - The Center	-	1,237,444	5,951,835
Total Cash and Cash Equivalents	<u>45,015,796</u>	<u>34,680,896</u>	<u>20,037,676</u>
Accounts Receivable	3,477	4,086,946	(1,430,800)
Prepaid Expenses	518,571	477,005	539,328
³ Deferred Outflows Pension	5,422,668	5,422,668	5,422,668
Total Current Assets	<u>5,944,716</u>	<u>9,986,620</u>	<u>4,531,195</u>
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	189,040,757	189,021,781	189,021,781
Equipment	38,169,612	37,989,227	37,934,770
Capital Projects in Process	38,541,226	38,041,484	31,953,575
Accumulated Depreciation	(173,822,663)	(173,822,663)	(167,463,373)
Total Capital Assets	<u>126,940,831</u>	<u>126,241,728</u>	<u>126,458,653</u>
Total Assets	<u>\$ 177,901,343</u>	<u>\$ 170,909,244</u>	<u>\$ 151,027,524</u>
Liabilities			
Accounts Payable	4,387,814	5,514,869	4,675,179
Payroll Liabilities	549,012	280,665	146,196
Accrued Liabilities	1,650,762	1,864,860	2,103,306
⁴ Other Current Liabilities	1,139,531	821,124	6,707,089
⁵ Deferred Revenue	1,862,814	9,529,554	1,435,450
Current Long Term Debt	2,421,764	3,827,327	2,957,601
⁶ Accrued Employees Leave Liabilities	1,256,679	1,220,449	1,286,255
Long Term Debt	62,160,398	64,405,737	67,345,047
Reserve - F&B Equipment Fund	609,483	345,242	133,568
Reserve - JLA	20,838	20,838	20,838
³ Pension Liability	35,369,122	35,198,890	35,034,942
³ Deferred Inflows - Pension	1,961,567	1,961,567	1,961,567
Total Liabilities	<u>113,389,784</u>	<u>124,991,123</u>	<u>123,807,038</u>
Net Resources			
Contributed Capital	82,170,171	82,170,171	82,170,171
Less Contributed Capital to RTA	(37,644,384)	(37,644,384)	(37,644,384)
Net Resources - Unrestricted	(8,225,351)	(8,225,351)	(8,225,351)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	32,408,650	32,408,650	32,408,650
Net Proceeds from Operations	32,077,335	13,508,971	(5,188,164)
Total Net Resources	<u>64,485,984</u>	<u>45,917,621</u>	<u>27,220,485</u>
Total Liabilities and Net Resources	<u>\$ 177,875,768</u>	<u>\$ 170,908,744</u>	<u>\$ 151,027,524</u>

¹

Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and m

²

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

³

Information provided by CDFA/State Controllers Office; results from changes in componets of net pension liability; applicable to a future re

⁴

⁵ Advance payments for events/activities in the future

⁶ Advance payments for events/activities in the future

UNAUDITED FINANCIAL STATEMENTS

22nd DAA Income Statement For the Period Ending January 31, 2023

	<u>January 2023</u>			<u>Year-to-Date</u>			<u>Full 2023</u>
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	0	0	0	0	0	0	12,337,386
<i>Gates</i>	0	0	0	0	0	0	12,337,386
Concessions Revenue	154,315	142,294	12,021	154,315	142,294	12,021	41,087,636
<i>Food & Beverage Contract</i>	146,253	135,754	10,499	146,253	135,754	10,499	18,544,654
<i>Other Food & Beverage</i>	0	0	0	0	0	0	4,422,070
<i>Midway</i>	0	0	0	0	0	0	18,054,362
<i>Merchandise</i>	8,062	6,540	1,522	8,062	6,540	1,522	66,550
Facility Rentals Revenue	1,062,708	1,044,820	17,889	1,062,708	1,044,820	17,889	7,308,591
<i>Commercial</i>	0	0	0	0	0	0	3,131,700
Leases Revenue	38,565	28,814	9,751	38,565	28,814	9,751	1,694,917
<i>Racetrack</i>	0.00	0.00	0.00	0.00	0.00	0.00	(1,225,000.00)
Program Revenues	349,765	517,486	(167,721)	349,765	517,486	(167,721)	8,644,444
<i>JLA</i>	0	0	0	0	0	0	472,500
<i>Parking</i>	274,729	439,886	(165,158)	274,729	439,886	(165,158)	7,417,744
<i>Participation Fees</i>	21,025	27,500	(6,475)	21,025	27,500	(6,475)	335,000
<i>Satellite Wagering</i>	54,011	50,100	3,911	54,011	50,100	3,911	419,200
OPERATING REVENUE TOTALS	1,605,353	1,733,414	(128,061)	1,605,353	1,733,414	(128,061)	71,072,973
Contributions	67,100	4,600	62,500	67,100	4,600	62,500	1,609,000
<i>Sponsorships</i>	67,100	4,600	62,500	67,100	4,600	62,500	1,500,000
Other Non-Operating Revenue	55,954	15,803	40,151	55,954	15,803	40,151	2,331,858
<i>Interest Earnings</i>	33,731	0	33,731	33,731	0	33,731	270,000
<i>Pledged Revenue</i>	0	0	0	0	0	0	1,785,250
Reimbursed Costs	47,903	108,149	(60,245)	47,903	108,149	(60,245)	1,567,116
Prior Year Revenue	267	0	267	267	0	267	0
NON-OPERATING REVENUE TOTALS	171,224	128,552	42,673	171,224	128,552	42,673	5,507,974
			0				
TOTAL REVENUE	1,776,578	1,861,966	(85,388)	1,776,578	1,861,966	(85,388)	76,580,948
EXPENSES							
Payroll & Related Expense	873,824	1,112,524	238,699	873,824	1,112,524	238,699	19,798,369
<i>Professional Development</i>	15,551	38,938	23,387	15,551	38,938	23,387	228,558
Professional Services Expense	521,432	797,290	275,858	521,432	797,290	275,858	24,584,967
<i>Food & Beverage Expense</i>	370,740	295,951	(74,789)	370,740	295,951	(74,789)	14,313,411
Insurance Expense	15,197	10,011	(5,186)	15,197	10,011	(5,186)	206,297
Facility & Related Expense	305,066	402,838	97,773	305,066	402,838	97,773	7,079,715
<i>Telephone & Internet</i>	7,498	8,324	826	7,498	8,324	826	101,998
<i>Utilities</i>	191,246	262,000	70,754	191,246	262,000	70,754	3,770,000
<i>Repairs & Maintenance</i>	93,631	123,984	30,354	93,631	123,984	30,354	1,575,497
Supplies Expense	56,064	121,475	65,411	56,064	121,475	65,411	1,894,235
Marketing & Related Expense	1,653	19,167	17,514	1,653	19,167	17,514	1,205,063
Program Expenses	20,836	101,227	80,391	20,836	101,227	80,391	14,704,178
<i>Artists & Entertainment</i>	0	0	0	0	0	0	4,428,050
<i>Midway Expense</i>	0	0	0	0	0	0	9,897,000
Other Operating Expense	227,054	230,764	3,710	227,054	230,764	3,710	4,939,591
<i>Bank & Service Fees</i>	10,503	7,878	(2,625)	10,503	7,878	(2,625)	2,155,344
<i>Interest Expense</i>	214,626	222,137	7,511	214,626	222,137	7,511	2,757,247
OPERATING EXPENSE TOTALS	2,021,125	2,795,296	774,171	2,021,125	2,795,296	774,171	74,412,415
Other Non-Operating Expense							
<i>Prior Year Expense</i>	1,854	0	(1,854)	1,854	0	(1,854)	0
NON-OPERATING EXPENSE TOTALS	1,854	0	(1,854)	1,854	0	(1,854)	0
TOTAL EXPENSE	2,022,979	2,795,296	772,317	2,022,979	2,795,296	772,317	74,412,415
NET INCOME (LOSS)	(246,402)	(933,330)	686,928	(246,402)	(933,330)	686,928	2,168,533

Food & Beverage Report Jan-23

January 2023 Food Service Revenues were \$146,252. Budgeted Revenues for January 2023 were \$100,330.

Net distribution to the District for January 2023 was (\$206,305) or -141.1%. Budgeted distribution for January 2023 was (\$171,067) or -170.5%.

Year-to-date 2023 distribution to the District is (\$206,305) or -141.1%. The budgeted distribution for YTD 2023 was (\$171,067) or -170.5%.

Jan-23	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	146,252	100.0%	100,330	100.0%	51,188	100.0%
TOTAL COGS	50,055	34.2%	16,357	16.3%	9,541	18.6%
GROSS MARGIN	96,197	65.8%	83,973	83.7%	41,647	81.4%
TOTAL PAYROLL	267,139	182.7%	233,839	233.1%	171,206	334.5%
OPERATING EXPENSES	64,835	44.3%	45,639	45.5%	51,466	100.5%
NET PROFIT	(235,777)	-161.2%	(195,505)	-194.9%	(181,025)	-353.6%
CLIENT DISTRIBUTION	(206,305)	-141.1%	(171,067)	-170.5%	(158,397)	-309.4%

YTD	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	146,252	100.0%	100,330	100.0%	51,188	100.0%
TOTAL COGS	50,055	34.2%	16,357	16.3%	9,541	18.6%
GROSS MARGIN	96,197	65.8%	83,973	83.7%	41,647	81.4%
TOTAL PAYROLL	267,139	182.7%	233,839	233.1%	171,206	334.5%
OPERATING EXPENSES	64,835	44.3%	45,639	45.5%	51,466	100.5%
NET PROFIT	(235,777)	-161.2%	(195,505)	-194.9%	(181,025)	-353.6%
Y-T-D CLIENT DISTRIBUTION	(206,305)	-141.1%	(171,067)	-170.5%	(158,397)	-309.4%