



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
April 11, 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
April 11, 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 the Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.
 - **Minutes, Regular Meeting March 21, 2023** 6-8
 - **Contract Approval** 9-27
 - **Standard Agreements**
23-031, Generator Maintenance & Repair; 23-032, Heavy Equipment Rental; 23-040, Fair Street Banner Installation; 23-007, Fair Equipment Rental; 23-008 Golf Cart Rental; 23-024, Production Services; 23-034, Fair Street Banner Printing
 - **Sponsorship Contracts**
SPO-23-014, BL Comfort Products dba Sleep City

4. **EXECUTIVE MANAGEMENT REPORT** – CEO Carlene Moore (Informational)
 - Operational Announcements
 - **Review of Contracts Executed per Delegation of Authority** 28-52
 - **Standard Agreements**
22-101, Engagement Survey; 23-029, Flooring Installation at The Sound; 22-103, Leadership Development and Coaching; 23,027, Fire Extinguisher Certification; 23-030, Sewer Pumping; 23-033, Battery Powered Emergency Lighting Inspection; 23-002, Ride Safety Inspections; 23-035, Livestock Program Management; 23-036, Fair Street Banner Installation; 23-025, Recycling and Wood Shaving Disposal; 23-037, Switchgear Troubleshooting; 23-038, Switchgear Maintenance; 23-001, Fair Temporary Fencing
 - **Sponsorship Contracts**
SPO-23-033, Aqua Paradise

- 2023 San Diego County Fair Entertainment Agreements
23-1051, Animal Cracker Conspiracy; 23-1052, Magical Ventriloquist Vikki Gasko Green; 23-1053, San Diego Bluegrass Society; 23-1054, Huckleberry Road; 23-1055, Circus Luminescence LLC; 23-1056, Buck Trout Entertainment Corp; 23-1057, Dialed Action Agency LLC, 23-1058, The Wilder Show; 23-1059, Nancy Riegler Bird Show dba Oasis Camel Dairy LLC; 23-1060, Oasis Camel Dairy LLC; 23-1061, Paul Bunyan Lumberjack Show; 23-1062, Suzy Haner; 23-1063, Swifty Swine 23-1064, Trapeze Co, LLC/The Flying Royals; 23-1065, Motorsports Production Services, LLC; 23-1066, OutAt Inc; 23-1067, Entertainment Café LLC; 23-1068, Fusion Talent Group; 23-1069, Great American Entertainment Co; 23-1070, Godfrey the Magician; 23-1071, Social Artistry LLC; 23-1072, M.A.N.D.A.T.E Records Inc; 23-1073, Patrick Contreras; 23-1074, Drew Miller; 23-1075, Hillia Productions; 23-1076, Jeremiah Johnston; 23-1077, The Dancing Fire Entertainment; 23-1078, Jason Love Comedy; 23-1079, Jackstraws Surf Band; 23-1080, Ferdinand the Bull; 23-1081, Bill Cobb; 23-1082, David Maldonado; 23-1083; Tom Griesgraber; 23-1084, Fireworks & Stage FX America dba Fireworks America
 - 2023 San Diego County Fair Ag & Education Agreements
23-1203, Margaret Tyler; 23-1205, A Simpler Time; 23-1206, Sand and Soleil Landscape; 23-1207, Irma Esquer Roman
 - Individual Project Agreements (IPA) with California Construction Authority (CCA)
022-23-030, Wyland Emergency Roof Repair; 022-23-013, Surfside Kitchen Plumbing Repair; 022-23-012, Arena Plumbing Repair; 022-23-031, DMTC HVAC
- Construction Projects & Facilities Updates
 - Industry News & Updates

5. **GENERAL BUSINESS**

- A. Presentation by the Don Diego Scholarship Foundation (Informational) (PowerPoint)
- B. Comprehensive Policies Development and Review 53-58
 - Introduce new draft Policies (Informational)
- C. DMTC Liaison Committee Report – Lisa Barkett, Vice Chair 59-61
 - 1. Consideration and vote to approve the Breeders’ Cup terms with the Del Mar Thoroughbred Club, as required by Paragraph 5.8 of the Operating Agreement, per the Second Amendment. (Action)
- D. Finance Committee Report – Michael Gelfand, Chair 62-67
 - 1. Consideration and vote to delegate authority to Director Gelfand, to consult with staff to review, select, and procure insurance policies for 2023-24 and to report back on those selections to the full board at the May meeting. (Action)
- E. Fair Operations Committee Report – Frederick Schenk, Chair (Informational) Verbal
 - Announcement of 2023 San Diego County Fair Grandstand & Paddock Entertainment Line-up
 - Fair-Tastic Foods Competition
 - “Get Out There” Trailblazer Challenge

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.

8. **RECONVENE TO OPEN SESSION**

Report on actions, if any, taken by the Board in closed executive session.

9. **MATTERS OF INFORMATION**

- Correspondence

68-74

10. **ADJOURNMENT**



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
March 21, 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
Richard Valdez, 2nd Vice President (via ZOOM)
Carlene Moore, Chief Executive Officer

DIRECTORS PRESENT

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

OFFICERS/DIRECTORS ABSENT

Frederick Schenk, 1st Vice President
Lisa Barkett, Director

OTHERS PRESENT

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

CALL TO ORDER

President Joyce Rowland called the meeting to order at 1:35 p.m. with a quorum present.

ROLL CALL

All Directors were present except for Vice President Frederick Schenk and Director Lisa Barkett, who had excused absences.

CONSENT CALENDAR

President Rowland requested to remove RFP 23-007 and IFB 23-024 from the list of Standard Agreements for approval, as they were competitive solicitations released and not contracts for approval. Contract 23-021 was moved to General Business for discussion. President Rowland asked to move all the contracts under Review of Contracts Executed per Delegation of Authority to the Management Report as Board approval is not necessary.

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

Martha Sullivan (via ZOOM)

Director Mead moved to approve the Consent Calendar Standard Agreements 20-050-29 AM1, 22-028 AM1, and 22-017 AM1, and Sponsorship Contract SPO-23-002. Director Mosier seconded the motion. President Rowland, Vice President Valdez, Directors Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 6-0.

MANAGEMENT REPORT

CEO Moore reviewed the following items:

Operational Announcements

- The United States Equestrian Federation approved the waiver request for the Del Mar National Horse Show to retain priority status for 2024.
- The new Chief Communications Officer will start on April 16, 2023, and will be introduced at the May Board meeting.
- A reminder that the waiver to The Bagley-Keene Act to disclose location for attending meetings virtually sunsets on June 30, 2023. Any meeting notices posted after July 1, 2023, will need to disclose location information. The plan is to continue to offer a virtual option to the public to allow for broad participation.
- Chief Operations Officer Mueller gave a presentation on the 2023 San Diego County Fair Community Banner program, which is returning for the first time since 2019.
- As was discussed during the Consent Calendar, the Consent Calendar will be limited to only items that need Board approval while contracts executed per the Delegation of Authority, which only require review, will be included in the Executive Management Report.

Construction Projects & Facilities Updates

- No updates to report.

Industry News & Updates

- The next CDFA Collaborative Exchange meetings will be held in-person in Sacramento later this week and again in April.
- Team members will attend a joint training program provided by CDFA and California Fair Services Authority (CFSA) at the end of March.

PUBLIC COMMENT ON MANAGEMENT REPORT (See page 15 of transcript)

Martha Sullivan (via ZOOM)

GENERAL BUSINESS – STANDARD AGREEMENT 23-021

CEO Moore clarified that Standard Agreement 23-021 for Harris & Associates is for on-call environmental services not to exceed the amount of \$4 million over the course of five years. This contract is the result of a Request For Qualifications (RFQ) process and delegates authority to CEO Moore to enter into subsequent agreements for specific services to be provided as needs arise based on the billable rates. The cost varies depending on services and can range from approximately \$250,000 to \$1 million per year. The contract summary page in the Board packet will be updated for future meetings to reflect that contract amounts are 'not to exceed.' Director Gelfand requested an annual spending report on the contract.

PUBLIC COMMENT ON GENERAL BUSINESS (See pages 21-22 of transcript)

Martha Sullivan (via ZOOM)

Director Gelfand moved to approve Contract 23-021. Vice President Valdez seconded the motion. President Rowland, Vice President Valdez, Directors Gelfand, Mead, Mosier, and Nejabat were all in favor and the motion carried 6-0.

COMPREHENSIVE POLICIES DEVELOPMENT AND REVIEW

CEO Moore presented the final draft of Policies 2.01 through 3.07 on pages 36-67 of the Board packet, which incorporated feedback from prior discussions into the these versions.

PUBLIC COMMENT ON COMPREHENSIVE POLICIES DEVELOPMENT (See page 26 of transcript)

Martha Sullivan (via ZOOM)

Director Gelfand moved to approve Policies 2.01 through 3.07. Director Mead seconded the motion. President Rowland, Vice President Valdez, Directors Gelfand, Mead, Mosier, and Nejabat were all in favor, and the motion carried 6-0.

COMMUNITY AND GOVERNMENT RELATIONS COMMITTEE REPORT

Director Mosier reported that the committee met in public for the first time in three years on February 21, 2023, to tour the District's new concert venue, The Sound. CEO Moore reported on the positive feedback received from the city and county representatives.

PUBLIC COMMENT ON THE COMMUNITY AND GOVERNMENT RELATIONS COMMITTEE REPORT (See page 32 of transcript)
Martha Sullivan (via ZOOM)

FINANCE COMMITTEE REPORT

CEO Moore, along with Director of Finance Michael Sadegh, joining via ZOOM, reviewed the financial report on pages 68 to 73 of the Board packet. CEO Moore noted that the accounting team was working to finalize the 2022 report to submit to the California Department of Food and Agriculture. CEO Moore mentioned that the recent bank collapses do not affect the District and that the District is in a strong cash position compared to recent years. Director Gelfand noted a discrepancy of approximately \$25,000 on the January Balance Sheet.

FAIR OPERATIONS COMMITTEE REPORT

The Fair Operations Committee report was postponed to the April Board meeting.

STRATEGIC PLANNING COMMITTEE REPORT

Director Gelfand reported that the Strategic Planning Committee met with representatives from London Moeder Advisors to discuss potential uses of Fairgrounds property for the feasibility study. CEO Moore noted that, similar to the approach used with the Equestrian Center (Horsepark), the Strategic Planning Committee will provide periodic updates to the Board over the coming months. President Rowland added that all planning is being done with the District's mission and vision in mind and will involve community input.

PUBLIC COMMENT ON THE STRATEGIC PLANNING COMMITTEE REPORT (See pages 39 of transcript)
Martha Sullivan (via ZOOM)

Director Mosier noted that water quality and other environmental concerns will be studied and considered before any significant work is done on site.

PUBLIC COMMENT ON NON-AGENDA ITEMS (See pages 41-43 of transcript)

Martha Sullivan (via ZOOM)
Ashley McCaughan Colburn (via ZOOM)

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Executive Session at 2:31 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 3:32 p.m. President Rowland reported that the Board had nothing specific to report from the closed-session portion of the agenda, but did report that the full Board had discussed and unanimously approved pay-based adjustments for CEO Moore. A 4.658% increase was effective retroactively to February 23, 2022, and a 2.739% increase was effective retroactively to February 23, 2023.

ADJOURNMENT

There being no further business to discuss, President Rowland adjourned the meeting at 3:37 p.m.

Carlene Moore
Chief Executive Officer

**ITEM 3
CONSENT CALENDAR**

April 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
N/A					
Agreements Awarded via Invitation for Bid					
Contract #	Contractor	Purpose	Term	Not to Exceed Amount	
23-031	STILL OUT FOR BID	Generator Maintenance and Repair	4/12/23 – 4/11/26	_____	
23-032	STILL OUT FOR BID	Heavy Equipment Rental	5/1/23 – 8/31/25	_____	
23-007	Raphael's Party Rentals	Fair Equipment Rentals	5/15/23 – 7/10/25	\$501,340.14	
23-008	STILL OUT FOR BID	Golf Cart Rentals	5/15/23 – 7/10/25	_____	
23-034	Siegan Digital Imaging	Fair Street Banner Printing	4/12/23 – 10/10/24	\$61,827.10	
Agreements Awarded via Request for Proposal					
Contract #	Contractor	Purpose	Term	Not to Exceed Amount	
23-024	Rolling Stages, Inc.	Production Services – Group A	5/1/23 – 4/30/24	\$147,850.00	
23-041	Audio Design Rentals	Production Services – Groups C, F, H	5/1/23 – 4/30/24	\$352,812.00	
23-042	Stage-Tech	Production Services – Groups D, E, G	5/1/23 – 4/30/24	\$453,946.45	
Agreements Exempt from Bid					
Contract #	Contractor	Purpose	Categorical Exemption/ Exception	Term	Amount
N/A					

Sole Source Agreements

Contract #	Contractor	Purpose	Sole Source Justification	Term	Amount
23-040	SD Street Banners	Fair Street Banner Installation	Sole authorized installer	5/1/23 – 8/31/24	\$60,000.00

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

Sponsorship Agreements				
Contract #	Contractor	Summary	Term	Amount
SPO-23-014	BL Comfort Products dba Sleep City	BL Products will be selling massage chairs. This a three-year agreement which pays \$45,000 per year.	6/7/23 – 7/10/25	\$135,000.00

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-007	PURCHASING AUTHORITY NUMBER (If Applicable) GL account #: 550100-50
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Raphael's Party Rentals

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2025

3. The maximum amount of this Agreement is:

\$501,340.14

Five Hundred One Thousand Three Hundred Forty Dollars and Fourteen Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Pricing Tables	11
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Raphael's Party Rentals

CONTRACTOR BUSINESS ADDRESS

8606 Miramar Road

CITY

San Diego

STATE

CA

ZIP

92126

PRINTED NAME OF PERSON SIGNING

Philip Silverman

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-007	PURCHASING AUTHORITY NUMBER (If Applicable) GL account #: 550100-50
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

Exhibit A
SCOPE OF WORK

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement. The anticipated term of the resulting contract is expected to be (26) Twenty-Six months and is anticipated to be effective from May 15, 2023, through July 10, 2025, with the possibility of (3) Three one-year options to renew, at the sole and absolute discretion of the 22nd DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
2. Contractor agrees to provide rentals of tents, canopies and exhibit décor including, installation and removal services for the annual San Diego County Fair, in accordance with the specifications listed herein, for the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, as follows:
 - a. Contractor shall provide rental of tents, canopies and exhibit decor including, installation and removal services as indicated below for the annual San Diego County Fair (Fair). The 2023 San Diego County Fair runs from June 7, 2023, through July 4, 2023. Similar dates will be established for the 2024 fair and subsequent fairs if the District elects to exercise option years.
Contractor shall provide services and equipment rentals of Tentative Tent & Canopy Structure Requirements as stated in the Pricing Table. The District Manager reserves the right to change and/or add any equipment, specifications, and set-up dates upon reasonable notification to Contractor. The Fair dates changes slightly each year and the dates may be changed to accommodate the timing of the Fair. The timing of installation and removal is critical to the success of the Fair and approaching horse racing meet. Therefore, the Contractors' failure to adhere to specified schedules may result in the immediate termination of this contract. The tear-down will commence, in most cases, two (2) days after the close of the Fair. All other equipment must be removed from the premises no later than seven (7) days after the close of the Fair and any "priorities" shall be determined by District's Manager. All equipment in the Infield needs to be transported either via the tunnel or by way of accessing the track crossover, schedule to be provided by District's Concessions Manager, and equipment in the Infield must be removed usually no later than July 7th. This date is subject to change by District Management.
 - b. All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this contract in a safe manner is included in Contractor's Financial Bid Form. This includes any labor or materials not mentioned but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. This includes but is not limited to California State approved fire extinguishers for tents all anchoring mechanisms or other items to secure tents where staking is not permitted.
 - c. Additional equipment required to make the Fair complete but not detailed herein may be ordered by District Management and shall be billed at a rate no greater than the amount charged for similar items included in Contractor's Financial Bid Form. Rates must be approved in advance by District Management.

Exhibit A
SCOPE OF WORK

- d. Contractor shall provide an on-call representative of the Contractor with such authority necessary to make adjustments and/or changes as required, available to District Management from 6 AM to 11 PM, with reasonable notice. During set-up time, this representative must supply a cellular phone number to maintain reliable contact with the District Manager. Contractor will also supply a scissor type lift(s) and or other necessary forklift(s) for transporting installation and removal of tents, awnings, and exhibit decor.
- e. District Management reserves the sole absolute right to determine, at its discretion, that any person or agent used by the Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.
- f. **Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA).**
- g. EQUIPMENT QUALITY
 - 1) All tents or canopies must be free span.
 - 2) All equipment and materials used must meet industry standards on workmanship, construction, assembly, anchorage, and safety, and shall be flameproof in accordance with the State of California Requirements. It is the obligation of the Contractor to provide fire extinguishers as prescribed by law.
 - 3) All equipment must be clean and in excellent condition. The District reserves the right to approve the color, condition and quality of all items and/or equipment supplied by the Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately at no cost to the District.
 - 4) Hardware for each category must be clean brushed aluminum, no tape or tape residue may be visible or other unsightly remnants. All canvas or fabric for tents and canopies must be in new or near new condition.
- h. SPECIAL REQUIREMENTS FOR TENTS AND CANOPIES:
 - 1) Access to Racetrack Infield is via tunnel or track crossover. It is limited and set according to a pre-determined schedule, which shall be provided to Contractor by the District's Concessions Manager.
 - 2) All dimensions, quantities and other requirements listed in Financial Forms have been estimated as close to final figures and layout as possible but are subject to final requirements. Tent colors are subject to final approval by District Management.
 - 3) Free span canopy structure schedule has been estimated as close as possible, but is subject to change.
 - a. Installation of canopies and tents generally is a two-week period beginning in 2023 on May 15, 2023 through May 31, 2023 and tear down to commence two

Exhibit A
SCOPE OF WORK

days after the closure of the fair for a period of 8 days. A specific schedule will be issued to the awarded contractor.

- 4) **All free span structures shall have California approved fire extinguishers as required by California State Law**
- 5) All tents and canopies must be secured in a safe manner to prevent tipping or lifting due to wind or other influences. Staking may be used in most cases. Base plates, weights, anchors or other items used to secure tents must be included in the cost of the canopy where staking is not permitted.
- 6) Lighting will be supplied by an outside contractor.
- 7) The final layout of tents and canopies may vary for each year's Fair. The location and position of the tents and canopies will be identified by District Management. It is the Contractor's responsibility to ensure accurate placement.

i. SPECIAL REQUIREMENTS FOR EXHIBIT BOOTHS, HARDWARE AND DÉCOR ITEMS

- 1) All booths are to be set up in dimensions of 10' x 10', 8' high rear wall, with 3 foot high sidewalls; actual set-up will be according to the final adopted layout. Booth length may vary from 10' to 30'. Booth pricing must be based on the 10' x 10' unit.
- 2) All dimensions, quantities and other requirements in Financial Forms have been estimated as close to final figures and layout as possible and are subject to final requirements. **All materials used must be flameproof in accordance with the State of California Requirements.**
- 3) Generally all pipe and drape are to be installed within a 4 day period and removed in 2 days.
- 4) All drapery required shall be comprised of a fabric material, i.e., banjo cloth, or similar material approved by the District. Velon or any other synthetic or plastic material is unacceptable. Fabric colors are subject to final approval by District Management.
- 5) Lightings will be supplied by an outside contractor.

3. The project representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Contractor: Raphael's Party Rentals
Name: Dennis Robbins	Name: Philip Silverman
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 8606 Miramar Road San Diego, CA 92126
Phone: 858-792-4241	Phone: 858-689-7368 X109
e-mail: drobbins@sdfair.com	e-mail: Philip@raphaels.com

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-034	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-30
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

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

CONTRACTOR NAME
Siegan Design

2. The term of this Agreement is:

START DATE
April 10, 2023

THROUGH END DATE
October 10, 2024

3. The maximum amount of this Agreement is:
\$61,827.10

Sixty One Thousand Eight Hundred Twenty Seven Dollars and Ten Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Financial Bid Form	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS 868 16th st.	CITY San Diego	STATE CA	ZIP 92101
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PRINTED NAME OF PERSON SIGNING Craig Siegan	TITLE President
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-034	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-30
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
 SCOPE OF WORK**

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
2. Contractor agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, herein after referred to as District, with services as described herein:
 - a. At the direction and to the satisfaction of District Management, Contractor shall provide all labor, tools, equipment, supplies, to perform banner printing services of promotional banners .
 - b. Contractor shall print San Diego County Fair promotional banners, with artwork provided by the District, in the sizes and quantities listed below.

Banner Dimensions	Quantity
30 x 95 in.	302
30 x 94 in.	473
30 x 84 in.	30
28 x 96 in.	25

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

22 nd District Agricultural Association	Contractor: TBD
Name: TBD	Name:
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address:
Phone:	Phone:
e-mail:	e-mail:

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-040	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account # 600100-30
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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

SD Street Banners, LLC

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2024

3. The maximum amount of this Agreement is:

\$30,000

Thirty Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
+ - Exhibit D	Special Terms & Conditions	5
+ - Exhibit D Attachment I	Insurance Requirements	4
+ - Exhibit E	Preventing Storm Water Pollution	1
+ - Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

SD Street Banners, LLC

CONTRACTOR BUSINESS ADDRESS

9126 Togan Ave.

CITY

San Diego

STATE

CA

ZIP

92129

PRINTED NAME OF PERSON SIGNING

Russell Warner

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-040	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account # 600100-30
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

Exhibit A
SCOPE OF WORK

1. Contractor agrees to provide banner installation and removal services in various cities / communities throughout the San Diego area for 22nd District Agricultural Association / Del Mar Fairgrounds, herein after referred to as District as described herein:
 - a. At the direction and to the satisfaction of District Management, Contractor shall provide all labor, tools, transportation, fuel, equipment, supplies, and necessary permits to perform banner installation and removal services of promotional banners the District:
 - b. Contractor shall install and remove San Diego County Fair promotional banners, provided by the District, to existing streetlights and/or banner poles in the cities / communities listed below, where Contractor has existing contracts with the cities / communities for banner installation services.
 - c. Contractor shall be responsible for picking up all the banners from District's banner printing vendor and shall coordinate the pick-up date/time for all San Diego County banners (approximately 565) with District's Marketing Representative
 - d. The contract term is expected to be Twelve (12) months and is anticipated to be effective from May 1, 2023, through April 30, 2024, with the possibility of (3) Three one-year options to renew, at the sole and absolute discretion of the 22nd DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
2. The project representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Contractor: SD Street Banners LLC
Name: Luis Valdivia	Name: Russell Warner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 9126 Togan Ave. San Diego, CA 92129
Phone: 858-755-1161 ext 2571	Phone: 310-775-1060
e-mail: lvaldivia@sdfair.com	e-mail: russ@sdstreetbanners.com

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

3. WORK TO BE PERFORMED

- a. Contractor agrees to install all banners before May 31, 2023 and remove all banners before July 28, 2023.
- b. Contractor shall coordinate with District's Marketing Representative for a list of each designated city/community representative and their contact information for coordination of exact time and location of installation and removal services.

Exhibit A
SCOPE OF WORK

- c. Upon removal of banners, Contracts shall give the used Fair banners to each designated community representative.
- d. Contractor shall provide the installation and removal of the following banners, at the locations in the quantities, and at the rates as listed below:

Location/Community	No. of Banners
Chula Vista	50
City Heights	50
Clairemont	32
Convoy	40
Diamond District	53
Mira Mesa	40
Mission Hills	72
Morena	20
Pacific Beach	40
Point Loma	66
Rancho Peñasquitos	30
Rolando Park	30
University City	22

- e. Additionally, the City of Chula Vista requires an Encroachment Permit with an associated fee of \$1,400.00. Contractor shall make a good faith effort to request a waiver of said fee, and may invoice the District for \$1,400.00 should the fee not be waived by the City of Chula Vista.
- f. Each individual city/community is responsible for providing the brackets and bands for placement of the banners. The brackets and bands are pre-installed on the streetlights and banner poles prior to hanging of the banners.
- g. The District is responsible for monitoring the banners throughout the contract term for any loose banners or banners in need of repair at each individual city/community where the banners are located.
- h. District shall notify Contractor of any loose or broken banners, brackets, bands, or any repairs that should be required at any of the above locations. Contractor shall respond to District's call/request for service within forty-eight (48) hours upon receiving notification. **Contractor shall provide the service call to repair/replace banner/hardware at no additional cost.**
- i. Contractor will remove and re-install any banners that were in-place prior to the installation of District's promotional banners. Depending on each individual city/community request, Contractor shall either deliver removed banners to District for safe storage or give to each designated city/community representative for safe-keeping

Exhibit A
SCOPE OF WORK

- while District's promotional banners are being displayed. Contractor shall re-hang the city/community banners upon removal of District's banners.
- j. Contractor must provide appropriate licenses and permits - to install banners in all of the locations/cities described in this contract. Contractor must provide C-61/D-42 license for Specialty Non-Electrical Sign from Contractor State License Board (CSLB). Each of the locations/cities may have different rules and requirements to be followed when installing banners. Banner permits must be pulled for all banners in all cities according to each city before installation begins.
 - k. Contractor may also be required to furnish and maintain traffic control devices when lane closures along the roadway are required to place the banners. Some cities may require work zone type traffic control guidelines such as those used for street construction, maintenance and utility operations. In addition, Contractor may be required to provide specialized equipment used to install banners. It is the installer's responsibility to know and adhere to these requirements and/or rules for each location/city. All costs associated with the adherence of these requirements or equipment is the responsibility of the Contractor and are included in this contract.
 - l. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA)
 - m. Contractor will be liable for damage or loss of banners while in their custody or during installation or removable.
 - n. Contractor must perform the installation of the banners in a professional manner and to each city/location and the District's satisfaction. Damage to City or private property or mistakes in installation or location due to the installer's negligence must be corrected and or repaired in a timely manner and at the Contractor's expense.
 - o. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
 - p. Contractor shall provide traffic control plan when requested.
 - q. Contractor shall add the above communities as additionally insured when requested.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-23-014-19
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1. This Agreement is entered into between the State Agency and the Sponsor named below:

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

BL Comfort Products dba Sleep City

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$45,000.00 Contract Price**

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

Exhibit A – Sponsorship Terms




Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the District.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME BL Comfort Products dba Sleep City		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 3355 Wilshire Blvd., Apt. 404 Los Angeles, CA 90010		
STATE OF CALIFORNIA		
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		
<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u>		<p><i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i></p>  <div style="text-align: right;">Date</div>

CONTRACTS MANAGER

MARKETING MANAGER

SPO-23-014-19

BL Comfort Products dba Sleep City

Exhibit A - Sponsorship Terms

2023 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which **BL Comfort Products dba Sleep City** (“Sponsor”) has agreed to in providing products and/or services during the 2023 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$45,000.00 contract price.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than April 15, 2023.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2023.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or State’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor’s documents, both parties agree that the terms set forth in State’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney’s fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the State to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
19. It is understood and agreed that neither the District nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either District or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or

unless due by default of the District, if Sponsor shall for any reason fail to occupy the District, no refund shall be made of any amounts paid by Sponsor to the District hereunder.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
21. The San Diego County Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.

22. **Responsibilities of Sponsor:**

- a. Operate and maintain the BL Comfort booth at the 2023 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
- b. Provide to the District's Sponsorship office prior to May 1, 2023, examples of all examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only District approved items may be sold or distributed by Sponsor.
- c. Sell only authorized products: Massage Chairs.
- d. Provide Sponsor's brand logo to the District's Sponsorship office upon request.
- e. Develop and implement a social media campaign around the sponsor's involvement with the Fair.

23. **Responsibilities of the State:**

- a. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the term of the agreement, subject to prior written approval of such uses by the District.
- b. Provide a booth space approximately 10' x 60' in the Seaside Pavilion (#3228) for the sale of Massage Chairs. No other products will be approved for sale in this location.
- c. Provide electricity to the booth at no charge.
- d. Place two (2) 3' x 8' banners featuring Sponsor's logo throughout the Fair.
- e. Include Sponsor's logo in the printed and digital Day Sheets.
- f. Include Sponsor's logo and link on the Fair's website for the duration of this agreement.
- g. Include Sponsor's logo on entrance signage where the Fair's sponsors are listed.
- h. Include Sponsor's logo in rotation across the digital matrix boards in the main parking lot and Jimmy Durante Blvd. every day of the Fair.
- i. Provide ten (10) sponsor badges for staff allowing unlimited admission the Fair.
- j. Provide one hundred fifty (150) single admission Fair tickets valid any day of the Fair.
- k. Provide eighty-eight (88) single day track parking passes valid any day of the Fair.
- l. Provide eight (8) season track parking passes valid any day of the Fair.

ITEM 4
REVIEW OF CONTRACTS TO BE EXECUTED PER DELEGATION OF AUTHORITY

April 2023

Standard Agreements, up to \$50,000

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
22-101	Activate Human Capital Group	Engagement Survey	Categorical Exemption	12/1/22 – 12/31/23	\$35,000.00
23-029	Koren Metro Flooring	Flooring Installation at The Sound	Categorical Exemption	3/7/23 – 4/7/23	\$20,985.00
22-103	Leadership Enthusiast	Leadership Development and Coaching	Categorical Exemption	12/1/22 – 11/30/23	\$27,000.00
23-027	All County Fire	Fire Extinguisher Certification	Categorical Exemption	3/1/23 – 2/28/24	\$5,500.00
23-030	Downstream Services	Sewer Pumping	Sole Source	2/13/23 – 3/31/24	\$15,000.00
23-033	Western DC Systems	Battery Powered Emergency Lighting Inspection	Sole Source	2/13/23 – 2/9/26	\$20,000.00
23-002	STILL OUT FOR BID	Fair Ride Safety Inspections	IFB	5/10/23 – 7/10/24	_____
23-035	Stornetta Livestock Services	Livestock Program Management	Categorical Exemption	2/1/23 – 8/31/23	\$25,705.00
23-036	STILL OUT FOR BID	Fair Street Banner Installation	IFB	5/1/23-10/31/24	_____
23-037	Pacific Technical Electric Services	Switchgear Troubleshooting	Public Exigency	4/10/23 – 4/30/23	\$6,000.00
23-038	CSI Electrical Contractors, Inc.	Switchgear Maintenance	Public Exigency	4/10/23 – 4/30/23	\$15,995.00
23-001	United Site Services	Temporary Fencing	IFB	5/12/23 – 7/13/24	\$30,000.00

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

Sponsorship Agreements				
Contract #	Contractor	Summary	Term	Amount
SPO-23-033	Aqua Paradise	Aqua Paradise returns to the fair to sell Jacuzzi spas.	6/7/23 - 7/4/23	\$91,500.00

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-23-033-19
--

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Aqua Paradise

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$91,500.00 Contract Price**

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

Exhibit A – Sponsorship Terms

Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the District.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME Aqua Paradise		<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u>
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jay Gavin		
ADDRESS 3655 Camino Del Rio West San Diego, CA 92110		
STATE OF CALIFORNIA		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>  Date
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

CONTRACTS MANAGER

MARKETING MANAGER

SPO-23-033-19
Aqua Paradise
Exhibit A - Sponsorship Terms
2023 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Aqua Paradise (“Sponsor”) has agreed to in providing products and/or services during the 2023 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$91,500.00 contract price.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than March 31, 2023.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2023.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or State’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor’s documents, both parties agree that the terms set forth in State’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney’s fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the State to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
19. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
20. The San Diego Country Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.

21. **Responsibilities of Sponsor:**

- a. Operate and maintain the spaces at the 2023 San Diego County Fair. At this space sponsor will be able to sell spas and accessories in the O'Brien hall location.
- b. Provide examples of all literature, samples and merchandise to be distributed and sold. These items must be pre-approved by the State's Sponsorship office.
- c. The Licensee Handbook is hereby incorporated into this Agreement. Participant shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2023 San Diego County Fair unless otherwise provided for in writing by the State's Sponsorship office.

22. **Responsibilities of the State:**

- a. Provide a 20' x 80' booth space (#1102) in O'Brien hall for the sale of spas.
- b. Provide a 10' x 20' booth space (#2119) in Bing Crosby hall for the sale of beach items.
- c. Provide electricity to this booth.
- d. Provide one hundred twenty five (125) Fair admission tickets.
- e. Provide fifteen (15) badge ID's for staff allowing unlimited admission.
- f. Provide one hundred ten (110) single day track parking passes valid any day of the Fair.
- g. Provide six (6) season track parking passes valid all days of the Fair.

2023 San Diego County Fair Entertainment Agreements

Contract #	Contractor	Description	Dates	Amount
23-1051	Animal Cracker Conspiracy	Walk Around Entertainment	Run of the Fair	\$31,900.00
23-1052	Magical Ventriloquist Vikki Gasko Green	Walk Around Entertainment	Run of the Fair	\$22,000.00
23-1053	San Diego Bluegrass Society	Music Entertainment	Run of the Fair	\$10,000.00
23-1054	Huckleberry Road	Music Entertainment	Run of the Fair	\$10,000.00
23-1055	Circus Luminescence LLC	Walk Around Entertainment	Run of the Fair	\$27,500.00
23-1056	Buck Trout Entertainment Corp	Walk Around Entertainment	Run of the Fair	\$18,700.00
23-1057	Dialed Action Agency LLC	Arena Entertainment	Run of the Fair	\$38,475.00
23-1058	The Wilder Show	Walk Around Entertainment	Run of the Fair	\$17,600.00
23-1059	Nancy Riegler Bird Show dba Oasis Camel Dairy LLC	Walk Around Entertainment	Run of the Fair	\$19,800.00
23-1060	Oasis Camel Dairy LLC	Show Entertainment	Run of the Fair	\$22,000.00
23-1061	Paul Bunyan Lumberjack Show	Show Entertainment	Run of the Fair	\$55,800.00
23-1062	Suzy Haner	Show Entertainment	Run of the Fair	\$26,400.00
23-1063	Swifty Swine	Show Entertainment	Run of the Fair	\$30,800.00
23-1064	Trapeze Co, LLC/The Flying Royals	Show Entertainment	Run of the Fair	\$68,200.00
23-1065	Motorsports Production Services, LLC	Arena Entertainment	Run of the Fair	\$105,600.00
23-1066	OutAt Inc	Festival Entertainment	Run of the Fair	\$12,500.00
23-1067	Entertainment Café LLC	Walk Around Entertainment	Run of the Fair	\$35,000.00
23-1068	Fusion Talent Group	Walk Around Entertainment	Run of the Fair	\$103,000.00
23-1069	Great American Entertainment Co	Petting Zoo	Run of the Fair	\$59,400.00
23-1070	Godfrey the Magician	Walk Around Entertainment	Run of the Fair	\$17,600.00
23-1071	Social Artistry LLC	Music Entertainment	Run of the Fair	\$5,000.00
23-1072	M.A.N.D.A.T.E. Records Inc	Music Entertainment	Run of the Fair	\$35,000.00
23-1073	Patrick Contreras	Walk Around Entertainment	Run of the Fair	\$12,650.00
23-1074	Drew Miller	Walk Around Entertainment	Run of the Fair	\$14,700.00
23-1075	Hillia Productions	Walk Around Entertainment	Run of the Fair	\$5,000.00
23-1076	Jeremiah Johnson	Walk Around Entertainment	Run of the Fair	\$10,000.00
23-1077	The Dancing Fire Entertainment	Walk Around Entertainment	Run of the Fair	\$7,200.00
23-1078	Jason Love Comedy	Comedy Entertainment	Run of the Fair	\$6,000.00
23-1079	Jackstraws Surf Band	Music Entertainment	Run of the Fair	\$9,100.00
23-1080	Ferdinand the Bull	Music Entertainment	Run of the Fair	\$1,500.00
23-1081	Bill Cobb	Walk Around Entertainment	Run of the Fair	\$5,250.00
23-1082	David Maldonado	Music Entertainment	Run of the Fair	\$700.00
23-1083	Tom Griesgraber	Music Entertainment	Run of the Fair	\$6,000.00
23-1084	Fireworks & Stage FX America dba Fireworks America	Fireworks Show	Run of the Fair	\$35,000.00

2023 San Diego County Fair Agriculture & Education Agreements

Contract #	Contractor	Description	Dates	Amount
23-1203	Margaret Tyler	Spinning demonstration daily during the fair	Run of the Fair	\$750.00
23-1205	A Simpler Time	Alpaca exhibit	Run of the Fair	\$3,000.00
23-1206	Sand and Soleil Landscape	Create and maintain a feature landscape exhibit	Run of the Fair	\$10,000.00
23-1207	Irma Esquer Roman	Facilitate and oversee Fiesta Village	Run of the Fair	\$15,000.00

Interagency Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
N/A					

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

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
022-23-013	California Construction Authority	Surfside kitchen plumbing repair	IPA	1/31/2023 -	\$30,157.00
022-23-012	California Construction Authority	Arena plumbing repair	IPA	1/31/2023 -	\$12,613.40
022-23-031	California Construction Authority	DMTC HVAC	IPA	3/21/2023-	\$443,696.00

Solicitations Released Since Last Board Meeting

Solicitation #	Solicitation Type	Purpose	Term	Amount
23-020	Invitation for Bid	Pest Control	5/1/23 – 8/31/25	<u>To be determined upon award</u>
23-036	Invitation for Bid	Fair Street Banner Installation	5/1/23 – 10/31/24	<u>To be determined upon award</u>
23-008 Rebid	Invitation for Bid	Golf Cart Rentals	5/15/23 – 7/10/25	<u>To be determined upon award</u>
23-002 Rebid	Invitation for Bid	Fair Ride Safety Inspections	5/15/23 – 7/10/24	<u>To be determined upon award</u>
23-039	Invitation for Bid	Fair Janitorial Services	6/7/23 – 8/31/24	<u>To be determined upon award</u>
23-032	Invitation for Bid	Heavy Equipment Rental	5/1/23 – 8/31/25	<u>To be determined upon award</u>
23-031	Invitation for Bid	Stationary Generator Inspection and Maintenance Services	4/12/23 – 4/11/26	<u>To be determined upon award</u>
23-034	Invitation for Bid	Fair Street Banner Printing	4/10/23 – 10/10/24	<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
Wyland Emergency Roof Repair
CCA Project # 022-23-030**

This Individual Project Agreement (“IPA”) is entered into this **20th Day of March 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 outlined 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 **Nineteen Thousand, Seven Hundred Nineteen, and 29/100 Dollars (\$19,719.29)**. Or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached 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:

Nineteen Thousand, Seven Hundred Nineteen, and 29/100 Dollars (\$19,719.29)



CCA shall provide Fair with accounting reports of Project funds after the 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 awarded construction contract following the CCA procurement process and before construction commences.

b. Fair to approve payments to the Project contractor(s) before CCA makes 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, the Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed before 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 written above.

CALIFORNIA CONSTRUCTION AUTHORITY

Name: Randy Crabtree Jr.
Title: Executive Officer

22nd DAA SAN DIEGO COUNTY FAIR

DocuSigned by: *Carlene F. Moore* 4/7/2023
78767D69C12A4EC

Name: Carlene Moore
Title: CEO

22nd DAA SAN DIEGO COUNTY FAIR

DocuSigned by: *G. Joyce Rowland* 4/6/2023
78660C03E4A048B

Name: G. Joyce Rowland
Title: Board President

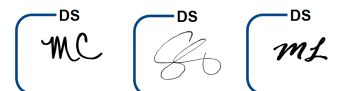




EXHIBIT "A" **SCOPE OF SERVICES**

The Fair's designated project is the **Wyland Emergency Roof Repair**. The project site is at the **22ND DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

SCOPE OF WORK

The building known as "Wyland" needs emergency roof repairs. To address the damages, CCA will perform the following services and work:

1. CCA will provide project oversight.
2. CCA will retain two qualified roofers. The contractors will:
 - a. Investigate and repair the roof of the Wyland building.
 - b. Apply self-adhered underlayment and asphalt primer.
3. CCA will perform an inspection of the roof repairs.

The performance of CCA's scope of services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this 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 the 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 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 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 project management and inspection fees (scope of services).

The construction, inspection, special consulting, estimated direct expenses, and project management fees are **Nineteen Thousand, Seven Hundred Nineteen, and 29/100 Dollars (\$19,719.29)**. Please note the breakout of the allocation of fee costs and conditions; see Exhibit B.

EXHIBIT B

22nd DAA San Diego County Fair
CCA Project # 022-23-030
Wyland Emergency Roof Repair
 Cost Breakdown

<u>PROJECT COSTS</u>	<u>Total</u>	
Construction (Roof Repairs)	\$ 14,642.86	
Contingency (10%)	\$ 1,464.29	
Construction Sub-Total		\$ 16,107.15
<u>PROFESSIONAL SERVICES/CONSULTANTS</u>		
Professional Services (Inspections)	\$ 1,000.00	
Professional Services Sub-Total	\$ 1,000.00	\$ 1,000.00
<u>ESTIMATED REIMBURSABLES/DIRECT COSTS</u>		
Travel	\$ 750.00	
Reimbursable Sub-Total	\$ 750.00	\$ 750.00
<u>MANAGEMENT/ADMINISTRATION HANDLING FEES</u>		
Project Handling Fee (6%) ²	\$ 105.00	\$ 105.00
Project Administration Fee (12%)	\$ 1,757.14	\$ 1,757.14
Project Costs, with Fees and Estimated Costs		\$ 19,719.29

Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CCA's Project Management/Administration fee. Cost to be reconciled at completion of project. Any remaining funds will be moved to the construction phase.

1. Fee determined in accordance with CCA Rate Schedule.
2. All Direct Costs and Reimbursable subject to 6% Project Handling fee.



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
Between California Construction Authority
and
22nd DAA - San Diego County Fair
for
Surfside Kitchen Plumbing Repair Project
CCA PROJECT # 022-23-013**

This Individual Project Agreement (“IPA”) is entered into this **31st 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 **Thirty Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$30,157.00)** 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:

Thirty Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$30,157.00)



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: 4/4/2023
Randy Crabtree
E77C272B134947C

Name: Randy Crabtree Jr.
Title: Executive Officer

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by: 4/4/2023
Carlene Moore
7B767D53C12A4EC...

Name: Carlene Moore
Title: CEO

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by: 4/4/2023
G. Joyce Rowland
7850D592C40348B...

Name: G. Joyce Rowland
Title: Board President

DS
CR

DS
KR

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MCC



EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is **Surfside Kitchen Plumbing Repair 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 repairs to plumbing failures.

- A. Approximately 60-80 lineal feet of 2,3 and 4" cast iron pipe need to be removed and replaced due to corrosion.
- B. In addition, about 30-40 fittings that will needs to be replaced. This repair is limited to what is accessible through the Suspended ceiling and would not include the removal of drywall of the walls.
- C. Includes Project Management labor to ensure timely milestone completion

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 **Thirty Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$30,157.00)**. Please note the breakout of the allocation of fee costs and conditions, see Exhibit B.



EXHIBIT "B"
PROJECT BUDGET OUTLINE

22nd DAA - San Diego County Fair
Surfside Kitchen Plumbing Repair Project
Estimated Cost Breakdown

	Kitchen Repairs	Total
<u>Project Costs</u>		
Construction Contract - Estimate Only	23,300.00	23,300.00
Construction Contingency	2,330.00	2,330.00
Construction Project Admin Fee (9-12%)	2,796.00	2,796.00
Project Coordination/Management/Bidding	194.00	194.00
		-
Project Costs Sub-Total	28,620.00	28,620.00
<u>Estimated Reimbursables</u>		
Construction Inspection	700.00	700.00
Travel	750.00	750.00
		-
Reimbursable Markup - 6% (Contingency Excluded)	87.00	87.00
Estimated Reimbursement Sub-Total	1,537.00	1,537.00
Total by Phase \$ 30,157.00		
Total Costs, with Fees and Estimated Costs		\$ 30,157.00

* Reimbursable Markup not applied to Contingency

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



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
Between California Construction Authority
and
22nd DAA - San Diego County Fair
for
Arena Plumbing Repair Project
CCA PROJECT # 022-23-012**

This Individual Project Agreement (“IPA”) is entered into this **31st 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 **Twelve Thousand Six Hundred Thirteen And 40/100 Dollars (\$12,613.40)** 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:

Twelve Thousand Six Hundred Thirteen And 40/100 Dollars (\$12,613.40)



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

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: Randy Crabtree 4/4/2023
F77C2778134947C

Name: Randy Crabtree Jr.
Title: Executive Officer

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by: Carlene F. Moore 4/4/2023
78787069C12A16C

Name: Carlene Moore
Title: CEO

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by: G. Joyce Rowland 4/4/2023
7866662C4A640B

Name: G. Joyce Rowland
Title: Board President

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EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is **Arena Plumbing Repair 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 repairs to plumbing failures.

- A. Remove and replace 10 -15 feet of damaged 6" Storm Drain Piping Approximately 15 each 3" and 4" cast iron fittings.
- B. In addition, about thirty feet of 3" and 4" cast-iron piping is corroded and needs to be replaced.

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 **Twelve Thousand Six Hundred Thirteen And 40/100 Dollars (\$12,613.40)**. Please note the breakout of the allocation of fee costs and conditions, see Exhibit B.

EXHIBIT "B"
PROJECT BUDGET OUTLINE

22nd DAA - San Diego County Fair
Arena Plumbing Repair Project
Estimated Cost Breakdown

	Kitchen Repairs	Total
<u>Project Costs</u>		
Construction Contract - Estimate Only	8,920.00	8,920.00
Construction Contingency	892.00	892.00
Construction Project Admin Fee (9-12%)	1,070.40	1,070.40
Project Coordination/Management/Bidding	194.00	194.00
Project Costs Sub-Total	11,076.40	11,076.40
<u>Estimated Reimbursables</u>		
Construction Inspection	700.00	700.00
Travel	750.00	750.00
Reimbursable Markup - 6% (Contingency Excluded)	87.00	87.00
Estimated Reimbursement Sub-Total	1,537.00	1,537.00
Total by Phase \$ 12,613.40		
Total Costs, with Fees and Estimated Costs		\$ 12,613.40

* Reimbursable Markup not applied to Contingency

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



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
Between California Construction Authority
and
22nd DAA - San Diego County Fair
for
DMTC HVAC Project
CCA PROJECT # 022-23-031**

This Individual Project Agreement (“IPA”) is entered into this **Tuesday, March 21, 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, are incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall be the amount of **Four Hundred Forty-Three Thousand, Six Hundred Ninety-Six and 00/100 Dollars (\$443,696.00)**, 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.

Four Hundred Forty-Three Thousand, Six Hundred Ninety-Six and 00/100 Dollars (\$443,696.00) 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 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:
Randy Crabtree 4/4/2023
F77627781348476
 Name: Randy Crabtree Jr.
 Title: Executive Officer

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by:
Carlene F. Moore 4/4/2023
78767D53C12A4EC
 Name: Carlene Moore
 Title: CEO

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by:
G. Joyce Rowland 4/4/2023
7856D592E4A9486
 Name: G. Joyce Rowland
 Title: Board President





EXHIBIT "A"

SCOPE OF SERVICES

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

1. Upon receipt of signed IPA, CCA will perform the following services and work:

Bidding & Construction

- The project scope of work is presented below:

- Provide replacement of the existing DMTC HVAC and controls.

BASE BID:

Remove existing Air handling unit, and prep for new install

Provide and Install (1) Roof top Air Handling unit

Economizer

Curb Adapter

Condensate Drain Pan

Spring Isolator

Condenser Coil Coating

Replace existing Pneumatic with DDC Control by Automated controls

Wireless DDC System to dedicated Outside Air Units

Wireless DDC to Packaged Heat Pump Units

Wireless DDC to operate Make up Air Unit

Wireless DDC to operate Exhaust Fans

ADDITIVE ALTERNATE 1:

Remove & Replace Existing Boiler with RAYPAK or equal.

Remove & Replace ECM Pump

- CCA will provide construction oversight & inspection.

- A. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, and manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes.
- B. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair and the projects electrical engineer. For the proposed solicitation effort, separate Bid Documents will be prepared, with a single job walk and bidding opening event.



C. Based upon the formal bidding process, CCA will engage the contractor to conduct the construction work in accordance with approved plans and scope. The project scope of work consists of labor, equipment, and materials to implement the project, see above.

D. CCA will provide project management and administration services associated with the project design and bidding process

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

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.

The cost to implement the scope of work, including estimated direct expenses and fees, is **Four Hundred Forty-Three Thousand, Six Hundred Ninety-Six and 00/100 Dollars (\$443,696.00)**. Please note the breakout of the allocation of costs, see Exhibit "B".



EXHIBIT "B"

**22nd DAA - Del Mar Fairgrounds
DMTC HVAC
Estimated Cost Breakdown**

	Bidding & Construction	Total
<u>Project Costs</u>		
Construction Contract	365,000.00	365,000.00
Construction Contingency 10%	36,500.00	36,500.00
Construction Project Admin Fee	36,500.00	36,500.00
Project Coordination/Management/Bidding	1,600.00	1,600.00
CCA Building Inspector	1,340.00	1,340.00
		-
Project Costs Sub-Total	440,940.00	440,940.00
<u>Estimated Reimbursables</u>		
Special Inspection		-
Travel	1,500.00	1,500.00
Bid Advertisement	850.00	850.00
Misc	250.00	250.00
		-
Reimbursable Markup - 6%	156.00	156.00
Estimated Reimbursement Sub-Total	2,756.00	2,756.00
Total by Phase \$ 443,696.00		
Total Costs, with Fees and Estimated Costs		\$ 443,696.00



Item 5-B, 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. Development of the Table of Contents is ongoing as policies continue to be established and will be provided monthly as a progress report.

Recommendation

Provide feedback on the draft policies as presented.

3.08 General Responsibilities

3.09 Organizational Planning

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

None at this time.

22nd District Agricultural Association Policies – Table of Contents

Introduction

Status as of 4/11/23

Section 1

1.01 – Policy Framework and Definitions

Draft

Section 2

2.01 – Institutional Values

Adopted

2.02 – Code of Ethics

Adopted

2.03 – Conflicts of Interest

Adopted

2.04 – Discrimination and Harassment Prevention

Adopted

2.05 – Reporting Wrongdoing

Draft

Section 3

3.01 – Board Composition and Officers

Adopted

3.02 – Board Committees

Adopted

3.03 – Board Member Code of Conduct

Adopted

3.04 – Board Member Conflict Resolution

Adopted

3.05 – Board Meetings and Agendas

Adopted

3.06 – Board Member Orientation and Training

Adopted

3.07 – Board Self-Assessment

Adopted

3.08 – General Responsibilities

Draft

3.09 – Organizational Planning

Draft

Section 4

22nd District Agricultural Association

Policies

Policy 3.08: General Responsibilities

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 general responsibilities of the 22nd DAA Board.

Policy

At the highest level, the Board has the authority to manage the affairs of and make all necessary bylaws, rules, and regulations for the governance of the 22nd DAA. The Board is responsible for:

Providing vision and strategic guidance

- Further the organization's purpose
- Safeguard and champion the organization's mission
- Guide the organization's strategic direction and objectives
- Establish Policies

Ensuring stability and performance

- Ensuring the proper and prudent management of the organization
- Select, evaluate, and provide support to the CEO
- Monitor major areas of organizational performance

Providing proper financial oversight

- Providing due diligence to oversee the management of the 22nd DAA's finances through the approval of the annual operating and capital expenditures budgets, and fee schedules aligned with the organization's missions, values, and strategic initiatives
- Ensuring the proper and adequate discharge of this duty through regular reporting by the Finance Committee to the Board
- Ensuring responsible management of resources by selecting the audit firm that reports to the Board

Enhancing the organization's public standing

- Serving as ambassadors for the organization by building connections and relationships to generate positive impacts for the community and the organization.

Maintaining accountability

The Board is accountable for exercising good stewardship of the 22nd DAA on behalf of the public. The Board will operate in an open and transparent manner through:

- Annual and periodic review on the activities and finances of the organization presented at Board meetings
- Annual audited financial statements
- Minutes of Board meetings
- Ensuring the organization is effectively fulfilling its purpose and mission

22nd District Agricultural Association **Policies**

Policy 3.09: Organizational Planning

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 Board is responsible for managing the affairs of the 22nd DAA, which includes the provision of general guidance and direction for the organization. The purpose of this Policy is to outline the Board's major planning responsibilities for the organization.

Policy

A comprehensive framework for planning, setting priorities, and reporting is essential to effective and responsible organizational stewardship. As such, the Board is responsible for developing a Master Plan and Strategic Plan to guide the organization's work and establish CEO performance expectations. The CEO is responsible for developing the Annual Operating Plan that supports the strategic direction established by the Board. Additionally, the Board will prepare and follow its own Annual Work Plan that focuses on fulfilling its major responsibilities

Master Plan

The Board is responsible for guiding future growth and development through the creation of a Master Plan. A Master Plan is a dynamic long-term planning document that provides a conceptual layout to guide future growth and development. It is about making the connection between facilities, social settings, and their surrounding environments.

Strategic Plan

The Board establishes the organization's overall direction through the development and approval of a Strategic Plan. This plan provides a blueprint for the general direction for the next three to five years by identifying priority initiatives to focus activities, allocating resources, and establishing key performance indicators.

The development and approval of the Strategic Plan takes place in a three- to five-year cycle. The Board will initiate a new strategic plan no later than the start of the fifth year of a given plan's lifecycle.

The strategic plan should include input from a diverse range of stakeholders—including 22nd DAA Personnel and External Stakeholders—to enrich the quality of the analysis, and ultimately, the plan. The Board may also engage consultants to help design and guide the process.

Annual Operating Plan

Based on the general blueprint outlined by the Strategic Plan, the Annual Operating Plan, created by the CEO, includes budgets related to planned programs, services, and facility enhancements. This plan will contain more specific objectives than contained in the Strategic Plan, expected results for each objective, the period during which those results will be sought, and criteria for measuring the achievement of those results.

Annual Work Plan

The Board Chair is responsible for preparing and presenting to the Board an outline for the year's meetings and activities at the start of the year that achieves continual improvement of the Board performance including election of officers, delegation of authority, check signing authorities, Board education including State-mandated training courses, and any planned review of the Policies.

Monitoring and Reporting

The Board is responsible for monitoring performance toward strategic initiatives on an annual basis. The CEO is responsible for providing periodic progress reports to the Board.



Item 5-C-1, DMTC Liaison Committee Report, Consideration and Vote to approve the Breeders' Cup terms

Background:

On January 1, 2011, and following completion of a competitive bidding process, the State Race Track Leasing Commission (Commission), acting on behalf of the District, and the Del Mar Thoroughbred Club (DMTC), entered into the Del Mar Race Track Operating Agreement (Operating Agreement). The initial Operating Agreement was a five year term, with three, five-year options. As a reminder, the Commission was created by the State Legislature in 1968 with the responsibility and authority to lease the Del Mar Race Track (Race Track) and to oversee the expenditure of the rents received from leasing the track for the purpose of implementing a long-range, comprehensive improvement of the 22nd District Agricultural Association's (District) property.

Under the Operating Agreement, the Commission granted to DMTC the exclusive right to operate a portion of the Del Mar Fairgrounds for the purpose of providing thoroughbred horse racing at the Del Mar Fairgrounds.

In 2014, due to the California Horse Racing Board granting DMTC the right to conduct an additional live horse race meet in November of 2014 and 2015, the Commission executed a Second Amendment to the Operating Agreement which increased the annual Direct Payment to the District and added Section 5.8, which states "If Operator enters into negotiations with Breeders' Cup Ltd., for conducting the Breeders' Cup at the Del Mar Race Track, Operator shall consult with and solicit the input of the District on a regular basis. Subject to the foregoing and the consent of the District, Operator shall negotiate with Breeders' Cup Ltd. for conducting Breeders' Cup at the Del Mar Race Track located at the Del Mar Fairgrounds; *provided, however*, that any final agreement shall be subject to the prior approval of the [State Race Track Leasing] Commission."

Through the DMTC's operations at the Del Mar Fairgrounds, the District was selected as the host site for the Breeders' Cup World Championships in 2017 and 2021.

Process/Approach:

As per Section 5.8 of the Operating Agreement, DMTC consulted with District staff and the DMTC Liaison Committee on the terms for the Breeders' Cup return in 2024.

Recommendation

The Committee recommends approval of the terms as outlined in the attached letter from DMTC dated April 4, 2023, subject to the Commission's approval of the final agreement.

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

\$800,000 guaranteed revenue to District in 2024 from thoroughbred horse racing.



Josh Rubinstein
President & COO

April 4, 2023

Sent via email: cmoore@sdfair.com

Carlene Moore
Chief Executive Officer
22nd District Agricultural Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014

Dear Ms. Moore,

We write to update the 22nd District Agricultural Association (“District”) on the Del Mar Thoroughbred Club (“DMTC”) being awarded the role as host of the 2024 Breeders’ Cup World Championships. When DMTC hosted the Breeders’ Cup in 2017 and 2021, you and the District’s Board of Directors saw first-hand that the Breeders’ Cup represents the pinnacle of Thoroughbred racing throughout the world. The event attracts the sport’s premier participants from all over the globe, generates sellout crowds and showcases Del Mar to a domestic and international audience on-site and through NBC Sports’ television broadcast.

The positive financial impact of DMTC hosting the Breeders’ Cup is significant for the region, local businesses and, of course, the District. Indeed, the event fills local hotels, restaurants and other businesses. Based on the economic impact study issued following the 2017 Breeders’ Cup, the region’s total economic impact from DMTC hosting the 2024 Breeders’ Cup at the Del Mar Fairgrounds & Race Track is projected to be over \$100 million. When coupled with the financial impact of Del Mar’s summer and fall race meets, DMTC’s 2024 horse racing operations are projected to provide a combined positive economic impact to the local community of over \$300 million.

As was the case when DMTC hosted the 2017 and 2021 Breeders’ Cups, the financial terms for the 2024 event are subject to approval by the District and the State Race Track Leasing Commission (“SRTLCL”). We are pleased to share the following terms for the District’s consideration of DMTC hosting the Breeders’ Cup World Championships on November 1 & 2, 2024:

- **Facility Rental Fee:** The District will receive a \$600,000 facility rental fee. Please note that this is a 50% increase from the \$400,000 facility rental fee the District received for the 2021 event.
- **Walk-Up Food & Beverage Concessions:** The District will receive 50% of net revenue (defined as gross revenue less cost of goods sold and direct labor attributable to sales) generated from walk-up food and beverage concessions during the two-day event, subject to a cap on such retention of \$200,000. For reference, the District received \$200,000 in both 2017 and 2021 when DMTC hosted the Breeders’ Cup.
- **Event Expenses:** ALL costs associated with operation of the 2024 Breeders’ Cup are the responsibility of Breeders’ Cup Limited.

- Future Year Option: The Breeders' Cup has the option – at the same favorable terms to the District as noted above – to present the World Championships at Del Mar in 2026, 2027 or 2028. This future year option is contingent on the Breeders' Cup providing written notice to DMTC on or before May 15 of the year that is two years prior to the year for which the event is exercised. In addition, the option is contingent on DMTC continuing as the operator of Thoroughbred racing at Del Mar following the current term of the Del Mar Race Track Operating Agreement which expires on December 31, 2025.

Upon approval by the District's Board of Directors of the terms outlined above, DMTC will request a similar approval by the SRTLTC at their upcoming meeting.

DMTC is delighted to have been chosen to host our third Breeders' Cup and we very much look forward to welcoming another global audience to Del Mar's world-class facility and the tremendous economic benefit it will bring to the District and local businesses. The award of our third World Championships in eight years is a testament to the exceptional community asset that is the Del Mar Fairgrounds & Race Track.

Sincerely,



Josh Rubinstein
President & Chief Operating Officer

cc: Director Lisa Barkett, DMTC Liaison Committee Member
Director Richard Valdez, DMTC Liaison Committee Member
Joseph W. Harper
Michael R. Ernst



Item 5-D, Finance Committee Report

Executive Summary

The attached preliminary financial reports are through February 28, 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 (March financials in May, April financials in June, 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.** The District's unrestricted cash position remains strong in the month of February. 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 reserve fund held in trust equivalent to one year's debt obligation, the current year's debt obligation, and the minimum cash balance requirement for the District (also one year's debt obligation). Net Horse Racing Revenues and/or Net Concession 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 2022, greater detail has been provided for all Liabilities in the footnotes.
 - **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 February has been on pace with budget forecasts.

- Revenues:
 - Most revenue categories met or exceeded budgeted expectations.
 - **Parking Revenues** were short of expectations by 47% for the month of February, partly due to lower than anticipated attendance for the “Beyond King Tut” event. Similarly, parking revenues are 54% less than the budget amounts on year-to-date basis.
 - **Food and Beverage Contract** includes sales at The Sound for the first time. The Sound started its operations during the month of February and has made a positive contribution to the overall food and beverage revenue stream for the District. For the month of February, gross food and beverage revenues at The Sound totaled \$189,000, while \$35,000 were forecasted for the same period.
 - **Interest Earnings** may outperform the budgeted amounts as a result of future increases in interest rates pursuant to actions taken by the 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 during events.
 - **Professional Services** consists of a multitude of services, the largest being food and beverage. Reported savings may be a shift in the timing of contract expenditures, and possibly will expense in future periods.
 - **Food and Beverage Expenses** resulted in higher than budgeted amounts due to the start of operations at The Sound. February is the first month of operations for this venue and The Sound is moving toward stabilization.

2022 CDFA Statement of Operations

The Statement of Operations (“STOP”) is the end-of-year financial report required by the California Department of Food and Agriculture (CDFA). The District requested, and CDFA has approved, a delayed submission as the District awaits the special audit report to reconcile payments received from Premier. Once filed, the Statement of Operations will be provided to the Board at the next meeting.

2023 Insurance Renewals

Per the California Department of Food and Agriculture, all DAAs are required to carry General Liability insurance to cover \$25 million per occurrence. As a reminder, a five-year commitment was made when the District rejoined the California Fairs Service Authority (CFSA) General Liability pool in 2021. As such, there is no action for the board to take for General Liability insurance. However, other insurance policies including Workers Comp, Property, Equipment, and Crime require action and are due to expire on April 30, 2023. Firm quotes are not yet available on the various policies so **staff requests** that the board **delegate authority to Director Gelfand as chair of the Finance Committee** to consult with staff on the review, selection, and procurement of the additional insurance policies for 2023-2024, and to report back on those selections to the full board at the May meeting.

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

UNAUDITED FINANCIAL STATEMENTS

22nd DAA

Consolidated Balance Sheet (DAA, RTA, RTLC)

As of February 28, 2023

	2023	2022	2021
Assets			
Cash	\$ 30,066,406	\$ 21,310,073	\$ 4,703,295
Restricted Cash - JLA	41,303	23,264	20,838
¹ Restricted Cash - F&B Equipment Fund	119,538	338,980	64,122
² Restricted Cash - RTA	14,435,463	11,320,110	9,911,705
Restricted Cash in Trust - WQI	(1)	421,064	421,064
Restricted Cash in Trust - The Center	-	1,033,869	4,554,981
Total Cash and Cash Equivalents	44,662,709	34,447,361	19,676,005
Accounts Receivable	(925,543)	4,054,040	(1,516,411)
Prepaid Expenses	573,023	480,538	495,993
³ Deferred Outflows Pension	5,422,668	5,422,668	5,422,668
Total Current Assets	5,070,148	9,957,246	4,402,250
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	189,040,757	189,021,781	189,021,781
Equipment	38,233,078	37,989,227	37,934,770
Capital Projects in Process	38,582,093	38,354,420	31,976,191
Accumulated Depreciation	(173,822,663)	(173,822,663)	(168,052,537)
Total Capital Assets	127,045,165	126,554,664	125,892,104
Total Assets	\$ 176,778,022	\$ 170,959,271	\$ 149,970,360
Liabilities			
Accounts Payable	4,712,978	6,325,361	2,916,775
Payroll Liabilities	594,310	226,812	67,506
Accrued Liabilities	1,671,995	1,845,294	2,083,303
⁴ Other Current Liabilities	1,326,048	815,171	6,070,183
⁵ Deferred Revenue	1,968,859	6,967,094	1,395,590
Current Long Term Debt	2,413,460	3,650,902	2,957,601
⁶ Accrued Employees Leave Liabilities	1,150,987	1,237,777	1,355,053
⁷ Long Term Debt	62,168,702	64,582,162	67,345,047
Reserve - F&B Equipment Fund	614,692	346,375	133,573
Reserve - JLA	20,838	20,838	20,838
³ Pension Liability	35,411,802	35,209,214	35,048,045
³ Deferred Inflows - Pension	1,961,567	1,961,567	1,961,567
Total Liabilities	114,016,236	123,188,566	121,355,083
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	30,353,136	15,362,056	(3,793,373)
Total Net Resources	62,761,786	47,770,706	28,615,277
Total Liabilities and Net Resources	\$ 176,778,022	\$ 170,959,271	\$ 149,970,360

¹ Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment

²

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

³ Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period

⁴ Current portion of long-term debt due within the next 12 months

⁵ Advance payments received for events/activities in the future

⁶ Value of leave balances currently due to employees at time of separation

⁷ RTA Bonds \$34.2M; Ibank WQI \$7M; Ibank Surfside \$13.7M; Premier \$1.8M; Energy Efficiency \$3.2M; CalPers SB84 \$2.2M

UNAUDITED FINANCIAL STATEMENTS

22nd DAA Income Statement For the Period Ending February 28, 2023

	<u>February 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	355,142	66,684	288,458	509,456	208,978	300,478	41,087,636
<i>Food & Beverage Contra</i>	347,262	60,144	287,118	493,515	195,898	297,617	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>	7,880	6,540	1,340	15,941	13,080	2,861	66,550
Facility Rentals Revenue	361,885	288,020	73,866	1,424,593	1,332,839	91,754	7,308,591
<i>Commercial</i>	0	0	0	0	0	0	3,131,700
Leases Revenue	38,727	28,976	9,751	77,292	57,790	19,502	1,694,917
Program Revenues	319,545	581,311	(261,766)	669,311	1,098,798	(429,487)	8,644,444
<i>Parking</i>	226,828	483,311	(256,483)	501,557	923,198	(421,641)	7,417,744
<i>Participation Fees</i>	35,940	52,500	(16,560)	56,965	80,000	(23,035)	335,000
<i>Satellite Wagering</i>	56,777	45,500	11,277	110,789	95,600	15,189	419,200
OPERATING REVENUE TOTALS	1,075,299	964,991	110,308	2,680,652	2,698,405	(17,752)	71,072,973
Contributions	5,450	4,600	850	72,550	9,200	63,350	1,609,000
<i>Government Funding</i>	0	0	0	0	0	0	0
<i>Grants</i>	0	0	0	0	0	0	0
<i>Sponsorships</i>	4,600	4,600	0	71,700	9,200	62,500	1,500,000
Other Non-Operating Revenue	41,062	7,619	33,443	97,016	23,422	73,594	2,331,858
<i>Interest Earnings</i>	30,537	0	30,537	64,268	0	64,268	270,000
<i>Pledged Revenue</i>	0	0	0	0	0	0	1,785,250
Reimbursed Costs	71,769	41,649	30,120	119,673	149,798	(30,125)	1,567,116
Prior Year Revenue	0	0	0	267	0	267	0
NON-OPERATING REVENUE TOTALS	118,281	53,868	64,413	289,505	182,420	107,086	5,507,974
			0				
TOTAL REVENUE	1,193,580	1,018,859	174,722	2,970,158	2,880,825	89,333	76,580,948
EXPENSES							
Payroll & Related Expense	1,024,854	1,172,728	147,874	1,945,656	2,285,252	339,596	19,798,369
<i>Professional Developmer</i>	12,282	14,333	2,051	28,952	53,271	24,319	228,558
Professional Services Expense	684,953	731,300	46,346	1,335,403	1,528,589	193,186	24,584,967
<i>Food & Beverage Expens</i>	464,385	276,414	(187,972)	835,125	572,365	(262,760)	14,313,411
Insurance Expense	0	11,598	11,598	15,197	21,609	6,412	206,297
Facility & Related Expense	419,363	409,738	(9,624)	741,722	812,577	70,855	7,079,715
<i>Equipment & Small Ware</i>	0	0	0	0	0	0	0
<i>Telephone & Internet</i>	7,519	8,324	805	15,017	16,648	1,631	101,998
<i>Utilities</i>	300,537	292,000	(8,537)	507,114	554,000	46,886	3,770,000
<i>Repairs & Maintenance</i>	100,923	100,884	(39)	196,517	224,869	28,352	1,575,497
Supplies Expense	53,732	136,875	83,143	109,736	258,350	148,614	1,894,235
Marketing & Related Expense	450	34,667	34,217	2,702	53,833	51,132	1,205,063
Program Expenses	50,272	47,544	(2,728)	71,108	148,771	77,663	14,704,178
<i>Prizes & Premiums</i>	0	0	0	0	0	0	0
<i>Travel & Transportation</i>	0	0	0	0	0	0	0
<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	238,525	233,170	(5,355)	473,138	463,934	(9,204)	4,939,591
<i>Bad Debt</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Bank & Service Fees</i>	13,379	9,284	(4,095)	23,929	17,162	(6,767)	2,155,344
<i>Interest Expense</i>	222,138	222,137	(1)	444,275	444,274	(2)	2,757,247
OPERATING EXPENSE TOTALS	2,472,149	2,777,620	305,471	4,694,662	5,572,916	878,254	74,412,415
Other Non-Operating Expense							
<i>Depreciation</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Net Pension</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Prior Year Expense</i>	0	0	0	11,541	0	(11,541)	0
NON-OPERATING EXPENSE TOTALS	0	0	0	11,541	0	(11,541)	0
TOTAL EXPENSE	2,472,149	2,777,620	305,471	4,706,203	5,572,916	866,713	74,412,415
NET INCOME (LOSS)	(1,278,568)	(1,758,761)	480,193	(1,736,045)	(2,692,091)	956,046	2,168,533

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

Food & Beverage Report Feb-23

February 2023 Food Service Revenues were \$347,262. Budgeted Revenues for February 2023 were \$67,920.

Net distribution to the District for February 2023 was (\$62,436) or -18%. Budgeted distribution for February 2023 was (\$213,441) or -314.3%.

Year-to-date 2023 distribution to the District is (\$268,741) or -54.5%. The budgeted distribution for YTD 2023 was (\$375,812) or -177.7%.

Feb-23	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	347,262	100.0%	67,920	100.0%	75,522	100.0%
TOTAL COGS	31,371	9.0%	11,180	16.5%	13,277	17.6%
GROSS MARGIN	315,891	91.0%	56,740	83.5%	62,245	82.4%
TOTAL PAYROLL	283,065	81.5%	240,455	354.0%	185,201	245.2%
OPERATING EXPENSES	90,935	26.2%	57,732	85.0%	48,239	63.9%
NET PROFIT	(58,109)	-16.7%	(241,447)	-355.5%	(171,195)	-226.7%
CLIENT DISTRIBUTION	(62,436)	-18.0%	(213,441)	-314.3%	(149,796)	-198.3%
YTD	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	493,515	142.1%	211,450	311.3%	126,711	167.8%
TOTAL COGS	81,427	23.4%	35,315	52.0%	22,818	30.2%
GROSS MARGIN	412,088	83.5%	176,135	83.3%	103,893	82.0%
TOTAL PAYROLL	550,204	158.4%	491,919	724.3%	356,407	471.9%
OPERATING EXPENSES	155,770	44.9%	108,744	160.1%	99,705	132.0%
NET PROFIT	(293,886)	-59.5%	(424,528)	-200.8%	(352,219)	-278.0%
Y-T-D CLIENT DISTRIBUTION	(268,741)	-54.5%	(375,812)	-177.7%	(308,192)	-243.2%



BUSINESS

Affordable housing with an ocean view? Del Mar developer moves ahead with plans for 259-unit complex



Rendering of the proposed Seaside Ridge project in Del Mar. (Wolden Design/McCullough)

BY PHILLIP MOLNAR

APRIL 4, 2023 12:51 PM PT

FOR SUBSCRIBERS

A developer aiming to build a 259-unit apartment complex on an ocean bluff in Del Mar submitted additional plans to the city — kick-starting a likely conflict with the city.

Seaside Ridge, a project that would include 85 subsidized apartments above Dog Beach, has been in the works [since last year](#) but faces a potentially difficult path to approval in

the affluent community.

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Lawyers for the project argue Del Mar is out of compliance with state housing laws and the project must be approved because it meets all requirements. Lawyers for Del Mar disagree with that analysis, saying as much last fall, but it didn't stop Seaside Ridge developers from pushing forward.

Property owner Carol Lazier's application is unique because it would put low-income renters in one of the wealthiest coastal cities in California, and one that just happens to be out of compliance with state housing laws. The updated proposal comes as the city is also sending its latest housing plan to state officials.

Del Mar City Council unanimously approved a new Housing Element report Monday that identifies the Del Mar Fairgrounds and a few private sites where rent-restricted housing could go for low-income residents. The plan goes beyond just pointing on a map — it includes feasibility studies and other preparations for sites to build rent-restricted housing. It also includes letters of support from the San Diego Association of Governments and county Supervisor Terra Lawson-Remer.

However, there are technically no concrete plans at the moment for an actual housing project — something Seaside Ridge developers look to take advantage of by submitting more plans on Friday. The state has two months to approve Del Mar's new housing plan, but there's no guarantee it will.



If, and when, the state approves Del Mar’s new housing plan — one of the few cities in Southern California without one — it would only mean a developer could build somewhere, not that any shovels would hit the ground immediately. Supporters of Seaside Ridge say that could mean years before any housing is built — while there’s a developer ready to go right now.

“A housing element, basically, tells the free market where housing can go. The city doesn’t build anything,” said Kevin Sabellico, planning commissioner in Carlsbad and a member of the pro-housing group YIMBY Dems.

He said Del Mar could instantly, as a smaller city, fulfill almost all of its state housing requirements with just one project: Seaside Ridge.

Del Mar is required to build around 113 subsidized housing units under state laws aimed at providing shelter for low-income Californians. The city approved one low-income

unit in November 2021, an accessory dwelling unit behind a house, on Luzon Avenue. It was unclear at press time if the unit was rented.

Del Mar officials told project developers in October by letter it did not agree with Seaside Ridge's interpretation of the law. "It is the City's position that the submitted application request is not consistent with the current zoning," it read, "and density allowances for the property located at 929 Border Avenue."

Del Mar officials have asked elected officials not to comment on the project because it could bias its application, said Councilmember Dwight Worden.

Seaside Ridge's law firm Sheppard Mullin bases much of its argument on a law signed by the governor in 2021, [AB 1398](#), that requires local governments to approve most housing projects if they are out of compliance with the state's Housing Element Law.

New plans for Seaside Ridge submitted last week are similar to what was proposed last year: It would include 86 studios, 116 one-bedrooms, 46 two-bedrooms and 11 three-bedrooms. It would also include a trail accessible to the public that leads to views of the ocean. Plans call for 449 parking stalls, including 25 parking spots for the public.

Seaside Ridge would have nine buildings across the 7-acre site, some up to four stories for a top height of 56 feet. Its location is less than 1 mile from the Solana Beach Transit Center, and near other transportation options for workers that would live in the complex.

"Seaside Ridge is an example of how to effectively balance state housing law with the Coastal Act at the project level," said project spokesman Darren Pudgil.

A previous idea for the Seaside Ridge site called for a resort hotel called Marisol. The effort to get the project approved, called Measure G, was [defeated by voters](#) in 2020.

From: [Martha Sullivan](#)
To: [G. Joyce Rowland](#); [Donna O'Leary](#)
Cc: [Michael Gelfand](#)
Subject: [External]Signs of Possible Horse Neglect in Rancho Santa Fe Prompt Investigation/CA Horse Racing Board Licensees
Date: Tuesday, April 04, 2023 11:20:22 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you validate the sender and know the content is safe. Please forward this email to the helpdesk if you believe this email is suspicious.

Ms. O'Leary, please share this news report with all of the 22nd DAA Board Members and the Senior Management of the 22nd DAA.

MORE news coverage of this horrific horse neglect not far from the Del Mar Racetrack with the CA Horse Racing confirming the property owners have "longstanding" CHRB licenses.

https://www.nbcsandiego.com/news/local/signs-of-horse-neglect-in-rancho-santa-fe-prompt-investigation/3201383/?_osource=db_npd_nbc_knsd_eml_shr

Thank You!

Martha Sullivan

External message received

From: [Martha Sullivan](#)
To: [Donna O'Leary](#)
Cc: [G. Joyce Rowland](#); [Michael Gelfand](#)
Subject: CA Horse Racing Industry Continues to Shrink
Date: Wednesday, April 05, 2023 9:33:31 AM

Ms. O'Leary, please share this email with the 22nd DAA Board Members and Senior Management. Thank You,

Martha Sullivan

1. "Ocean Breeze Farm in Bonsall, Calif., a 1,400-acre property with a decades-long history in Quarter Horse and Thoroughbred racing on the West Coast, was recently listed for sale for \$75 million and could be developed."
2. "The loss of Ocean Breeze as a breeding farm would be devastating for California, which has seen a decline in the number of Thoroughbred foals in the state in recent decades. According to the Jockey Club, there were 3,773 registered California-bred foals in 2001, or 10 percent of the nation's total crop. The figure fell to 1,302 foals in 2021, or an estimated 6.8 percent of the nation's crop."
3. "Last December, Tom Stull, whose family owns Tommy Town Thoroughbreds in central California, said he is downsizing his operation and relocating to Kentucky. Stull cited a declining commercial market in California, a reduced racing schedule in the state in recent years, and costs as three factors."
4. (Ocean Breeze owner) "Reddam, 67, is the chief executive of a consumer lending company that has been the subject of legal scrutiny for several years and was recently ordered by a federal judge to pay \$167 million in restitution and fines. The order is under appeal, according to published reports."

<https://www.drf.com/news/reddam-puts-1400-acre-horse-farm-sale?fbclid=IwAR1cK9Blal115QYJ69x7xBSYn-tZaZ2aNO8yEI8vTIdAuJxFAYCitfYeS5Q>

From: [Martha Sullivan](#)
To: [Donna O'Leary](#)
Cc: [G. Joyce Rowland](#); [Michael Gelfand](#)
Subject: New video shows horse ranch under investigation by authorities | cbs8.com
Date: Thursday, April 06, 2023 9:18:56 AM

Good Morning! Ms. O'Leary, please share this email with the Board Members and Senior Management of the 22nd DAA. Thank You,

Martha Sullivan

See drone video of the horse ranch of California Horse Racing Board-licensed racehorse owners Debra Barkley and Craig Netwig of EAS Equine Alliance not far from the Del Mar Racetrack.

"CA Code 597(b) requires protection from the weather. We showed Reynolds our drone video. She says, **'There's clearly no shelter out here. We've had a very cold, wet winter. A lot of these horses have probably suffered not being able to get away fr the driving cold & wind. Especially these older horses, they have trouble regulating their body temperature.'**"

<https://www.cbs8.com/article/news/local/controversy-surrounds-operator-of-a-horse-ranch/509-a7ee0eb4-ee0d-449d-bdab-be74ed5b0c8e?fbclid=IwAR1GdvFIH0atIQGjyXhpiH5FCzFfPky3rq3n-fbOACAdzHTlgrQtDS9emdc>

Also, today's San Diego Union-Tribune picked up this news story:

http://enewspaper.sandiegouniontribune.com/infinity/article_share.aspx?guid=253d6fbb-a772-4a91-87bd-cc9a33d3b1e0

"As of Monday, the agency officers had not been granted full access to all the animals on the property but a veterinarian with the county had spoken with the owner's private veterinarian.

"Westerheide said officials have been working with the property owner and the veterinarian — speaking with them at least 10 times since March 17 — to ensure the animals have care and treatment. And, he said, 'that communication will continue.'

"According to various news reports, between 40 and 50 horses allegedly had been receiving substandard care at the ranch.

"On Friday, CBS8 reported that one of the ranch owners pointed a gun at a photojournalist from the station who was just outside the property. At the ranch, they found one horse with 'a large gash on its leg,' and several were 'limping, (and) many looked emaciated with ribs, hips and their spine(s) showing,' the reporter said."