

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000 Fax (916) 263-6042



REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Wednesday, September 15, 2021**, commencing at **9:30 a.m. via teleconference**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under “Webcasts.”

Please be advised, in accordance with Executive Order N-29-20, the CHRB will provide a teleconference option for its upcoming public meeting, to be held on **September 15, 2021 at 9:30 a.m.** Board members and members of the public are strongly encouraged to participate using the teleconference phone number provided below so as to minimize the spread of COVID-19 and reduce the risk of infection during this current state of emergency. No physical location will be provided.

To participate in the teleconference, dial 888-392-4564 and enter 6896291# when prompted. To comment on an agenda item, press *1 during the call to be added to the queue. If you are a member of the public and wish to listen to the meeting and not participate, we request that you please listen to the meeting via the webcast link on our website to avoid congestion and potential technical difficulties.

The agenda for the regular meeting will consist of the following matters:

AGENDA

Action Items:

1. **Approval of the minutes of August 18, 2021.**
2. Report from the **Medication, Safety, and Welfare Committee**.
Pursuant to Gov. Code § 11125.7(a), public comment will not be permitted on an agenda item when an opportunity has been given at a committee hearing for testimony on the item.
3. Discussion and action by the Board regarding the **Allocation of Racing Dates for racing year 2022.**
4. Discussion and action by the Board regarding **an amendment to the application for the Advance Deposit Wagering (ADW) provider XpressBet, LLC**, pursuant to Board Rule 2072(l).

5. Discussion and action by the Board regarding **Fasig-Tipton's request for authorization of its upcoming horse sale at Fairplex in Pomona, California**, pursuant to CHRB Rule 1807, Authorized Horse Sales.
6. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Los Alamitos Quarter Horse Racing Association**, from its 2020 race meeting, in the amount of \$4,181, to four beneficiaries.
7. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Los Alamitos Racing Association**, from its 2020 race meeting commitment to California horse racing industry charities in the amount of \$7,000, to four beneficiaries.
8. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club II (T)**, at Santa Anita, commencing September 29, 2021 through November 2, 2021, inclusive.
9. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Big Fresno Fair (F)**, at Fresno, commencing October 6, 2021 through October 19, 2021, inclusive.
10. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Pacific Racing Association (PRA) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented, by the PRA at its October 20, 2021 through December 21, 2021 race meeting at the Golden Gate Fields Racetrack.
11. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association (T)**, at Golden Gate Fields, commencing October 20, 2021 through December 21, 2021, inclusive.
12. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of Watch and Wager LLC (H)**, at Cal Expo, commencing October 27, 2021 through December 21, 2021, inclusive.
13. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1652, Prohibited Actions with Respect to Claims**, regarding decreasing permitted claims by stipulating that a licensee cannot deposit more than one claim for a single horse.
14. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
15. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments via the teleconference line. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

16. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings, and personnel matters, as authorized by section 11126 of the Government Code.
 - A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).
 - B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).
 - C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at www.chrb.ca.gov. *Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Amanda Drummond. Requests will be swiftly resolved by CHRB staff.

CALIFORNIA HORSE RACING BOARD

Gregory L. Ferraro, DVM, Chairman
Oscar Gonzales, Vice Chair
Dennis Alfieri, Member
Damascus Castellanos, Member
Brenda Davis, Member
Wendy Mitchell, Member
Alex Solis, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
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PENDING ADMINISTRATIVE ADJUDICATIONS SEPTEMBER 2021

The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e). This shall include any matters mentioned below and/or permitted by law.

CASE

- A. Trainer Jeffrey Metz
Case No: 20SA0235
Request for Dismissal

CALIFORNIA HORSE RACING BOARD

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SACRAMENTO, CA 95825
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PENDING LITIGATION SEPTEMBER 2021

COURT LITIGATION

- A. Ruis Racing, LLC v. California Horse Racing Board**
Superior Court of California, County of Los Angeles

- B. Hollendorfer v. California Horse Racing Board**
Superior Court of California, County of San Diego

- C. Zvi Kriple v. California Horse Racing Board**
Superior Court of California, County of San Diego

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**REGULAR BOARD MEETING MINUTES****Date and Time:** August 18, 2021 at 9:30 a.m.**Location:** Teleconference

Board Members Present: Gregory Ferraro, Chairman
 Oscar Gonzales, Vice-Chairman
 Alex Solis, Member
 Dennis Alfieri, Member
 Wendy Mitchell, Member
 Demascus Castellanos, Member
 Brenda Washington Davis, Member

Staff Members Present: Scott Chaney, Executive Director
 Cynthia Alameda, Assistant Executive Director
 Robert Brodnik, General Counsel

1. APPROVAL OF THE MINUTES OF JULY 21, 2021.**Motion:** Approve.**Motioned/Seconded:** Washington Davis/Castellanos.**Roll call vote: Aye:** Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Page 3 in the Board transcript.

2. REPORT FROM THE RACE DATES COMMITTEE.

Pages 2–7 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD REGARDING THE AMENDMENT OF THE APPLICATION FOR ADVANCE DEPOSIT WAGERING PROVIDER ODS TECHNOLOGIES, L.P. DBA TVG NETWORK, TO ALLOW THE DEL MAR THOROUGHBRED CLUB TO HOST HANDICAPPING CONTESTS THROUGH TVG NETWORK.**Motion:** Approve.**Motioned/Seconded:** Castellanos/Gonzales.**Roll call vote: Aye:** Castellanos, Gonzales, Alfieri, Washington Davis, Mitchell, Solis, Ferraro.**Motion carried.**

Pages 7–10 in the Board transcript.

Proceedings of the Regular Meeting of August 18, 2021

4. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **LOS ALAMITOS EQUINE SALE COMPANY, LLC'S REQUEST FOR AUTHORIZATION OF ITS 17TH ANNUAL QUARTER HORSE YEARLING AND MIXED STOCK SALE**, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Motion: Approve.

Motioned/Seconded: Solis/Castellanos.

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 10–18 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE WATCHANDWAGER.COM, LLC COMBINED 2020–2021 RACE MEETINGS** IN THE AMOUNT OF \$4,000 TO FIVE BENEFICIARIES.

Motion: Approve.

Motioned/Seconded: Castellanos/Alfieri.

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 18–20 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST FOR **APPROVAL OF THE NOMINATED MEMBERS TO THE BOARD OF DIRECTORS OF THE CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.**, PURSUANT TO CHRB RULE 2049(a), DESIGNATION AND APPROVAL OF HORSEMEN'S WELFARE FUND.

Motion: Approve.

Motioned/Seconded: Alfieri/Solis.

Roll call vote: Aye: Gonzales, Alfieri, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Abstain:** Castellanos. **Motion carried.**

Pages 20–23 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **APPROVAL OF CHRB TO PARTICIPATE IN THE UNIVERSITY OF KENTUCKY'S RESEARCH STUDY** REGARDING ANALYSIS OF mRNA RESPONSE TO IDENTIFY HORSES AT RISK FOR INJURY.

Motion: Approve.

Motioned/Seconded: Washington Davis/Solis

Roll call vote: Aye: Castellanos, Gonzales, Alfieri, Washington Davis, Mitchell, Solis, Ferraro.

Motion carried.

Pages 23–37 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE LOS ANGELES COUNTY FAIR (F) AND THE**

Proceedings of the Regular Meeting of August 18, 2021

THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LACF AT LOS ALAMITOS.

Motion: Approve.

Motioned/Seconded: Castellanos/Solis.

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 37–45 in the Board transcript.

9. **DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES COUNTY FAIR (F) AT LOS ALAMITOS, COMMENCING SEPTEMBER 8, 2021, AND CONTINUING THROUGH SEPTEMBER 28, 2021.**

Motion: Approve.

Motioned/Seconded: Gonzales/Castellanos.

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 45–55 in the Board transcript.

10. **DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE LOS ANGELES TURF CLUB II AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE LOS ANGELES TURF CLUB II AT SANTA ANITA.**

Motion: Approve.

Motioned/Seconded: Castellanos/Solis.

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 55–60 in the Board transcript.

11. **DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB II (T) AT SANTA ANITA, COMMENCING SEPTEMBER 29, 2021, AND CONTINUING THROUGH NOVEMBER 2, 2021.**

Motion: Approve contingent upon receipt of all outstanding items, in particular a signed 2021 race meet agreement with California Thoroughbred Trainers, by September 1, 2021.

Motioned/Seconded: Washington Davis/Ferraro.

Roll call vote: Aye: Castellanos, Gonzales, Alfieri, Washington Davis, Mitchell, Solis, Ferraro.

Motion carried.

Pages 60–78 in the Board transcript.

Proceedings of the Regular Meeting of August 18, 2021

12. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1588, HORSE INELIGIBLE TO START IN A RACE, AND PROPOSED ADDITION OF CHRB RULE 1866.3, 30-DAY STAND DOWN FOR FETLOCK INJECTIONS, TO PROHIBIT THE USE OF CORTICOSTEROID INTRA-ARTICULAR JOINT INJECTIONS WITHIN THIRTY (30) DAYS OF RACE DAY AND TEN (10) DAYS BEFORE COMPLETING A TIMED WORKOUT.

Motion: Approve.

Motioned/Seconded: Castellanos/Washington Davis.

Roll call vote: **Aye:** Gonzales, Alfieri, Castellanos, Washington Davis. **Nay:** None. **Motion carried.**

Pages 78–83 in the Board transcript.

13. DISCUSSION AND ACTION BY THE BOARD REGARDING CONSIDERATION OF COMMENTS RECEIVED DURING THE 45-DAY COMMENT PERIOD AND PUBLIC HEARING REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1845, AUTHORIZED BLEEDER MEDICATION, TO CLARIFY THE USAGE OF FUROSEMIDE IN SPECIFIC RACES.

Motion: Approve.

Motioned/Seconded: Alfieri/Washington Davis.

Roll call vote: **Aye:** Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 83–85 in the Board transcript.

14. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 86–98 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 90–98 in the Board transcript.

15. PUBLIC COMMENT.

Pages 98–109 in the Board transcript.

MEETING ADJOURNED AT 11:56 A.M.

Proceedings of the Regular Meeting of August 18, 2021

A full and complete transcript of the aforesaid proceedings are on file at the office of the California Horse Racing Board, 1010 Hurley Way, Suite 300, Sacramento, California, and therefore made a part hereof.

Chairman

Executive Director

CALIFORNIA HORSE RACING BOARD

September 15, 2021

REGULAR BOARD MEETING

There is no board package material for Item 2

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE ALLOCATION OF
RACING DATES FOR RACING YEAR 2022.

Regular Board Meeting
September 15, 2021

ISSUE:

Every year, the California Horse Racing Board (Board) hears from industry stakeholders regarding the allocation of race dates for the following year. This discussion is initially held at the Race Dates Committee (Committee) meeting, prior to being presented to the Board at their regular meeting for final approval of the allocated race dates. In the past, there has been discussion of adopting a multi-year allocated race dates calendar, but to date one has not been obtained.

Prior to the August 2021 Committee meeting, Board staff reached out to various stakeholders for their proposals for a 2022 race dates calendar. After a robust discussion, including a request from the Pari-Mutuel Employees Guild to eliminate simulcast only weeks in July and December, Board staff compiled requested dates and submitted proposed calendars to the Committee for review. Those calendars, as well as the 2021 calendars are included for reference.

Additionally, a request from Los Alamitos to be awarded any simulcast-only weeks, in lieu of Del Mar, and a request from the Pari-Mutuel Employees Guild to eliminate simulcast only weeks in July and December are both included for reference.

RECOMMENDATION:

This item is presented for discussion.

CALIFORNIA HORSE RACING BOARD
2022 ALLOCATED RACE DATES
CALENDAR

*Note: The allocation begins on the Wednesday prior to opening day
and concludes on the Tuesday following closing day.*

THOROUGHBRED MEETINGS - CENTRAL & SOUTHERN ZONES

<u>Location</u>	<u>Allocated Dates *</u>
Santa Anita	12/15/21 – 06/21/22
Los Alamitos	06/22/22 – 07/12/22
Del Mar	07/13/22 – 09/13/22
Santa Anita	09/28/22 – 11/08/22
Del Mar	11/09/22 – 12/06/22
Los Alamitos	12/07/22 – 12/20/22

THOROUGHBRED MEETINGS - NORTHERN ZONE

Golden Gate Fields (PRAI)	12/22/21 – 06/14/22
Golden Gate Fields (PRAII)	08/24/22 – 10/04/22
Golden Gate Fields (PRAI)	10/19/22 – 12/20/22

QUARTER HORSE MEETINGS - STATEWIDE

Los Alamitos	12/22/21 – 12/20/22
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HARNESS MEETINGS – STATEWIDE

Cal Expo	12/22/21 – 05/10/22
Cal Expo	10/26/22 – 12/20/22

FAIR MEETINGS - STATEWIDE

Alameda Fair at Pleasanton	06/15/22 – 07/12/22
State Fair at Cal Expo	07/13/22 – 08/02/22
Sonoma Fair at Santa Rosa	08/03/22 – 08/16/22
Humboldt Fair at Ferndale	08/17/22 – 08/30/22
L.A. County Fair at Los Alamitos	09/14/22 – 09/27/22
Big Fresno Fair at Fresno	10/05/22 – 10/18/22

* Date Block Allocation. Actual days of live racing are determined at the time applications are approved by the Board.

2022 Northern California Race Dates

GG (PRAI) - Dec 22, 2021 - Jun 14; Oct 19 - Dec 20

Pleasanton - June 15 through July 12, 2022

Sacramento - July 13 through August 2, 2022

Sonoma - August 3 through August 16, 2022

Humboldt - August 17 through August 30, 2022

GG (PRAII) August 24 through October 4, 2022

Fresno - October 5 through October 18, 2022

Wks

PRAI	34
Pleasanton	4
Sacramento	3
Sonoma	2
Humboldt	2
PRAII	6
Fresno	2

Total Weeks: 53

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	2

January						
Su	Mo	Tu	We	Th	Fr	Sa
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30	31					4

February						
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March						
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April						
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May						
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June						
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July						
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August						
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December						
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2022 Southern California Race Dates

SA - December 15, 2021 through June 21, 2022

LA - June 22 through July 12, 2022

DM - July 13 through September 13, 2022

LACF - September 14 through September 27, 2022

SA - September 28 through November 8, 2022

DM - November 9 through December 6, 2022

LA - December 7 through December 20, 2022

Wks

Santa Anita	33
Del Mar	13
Los Al	5
LACF@Los Al	2
Total Weeks:	53

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
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January						
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July						
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August						
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September						
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November						
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December						
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2022 QH Race Dates

LA (QH) - December 22, 2021 through December 20, 2022

Wks

LA (QH)	52
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Total Weeks: 52

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
12	13	14	15	16	17	18
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26	27	28	29	30	31	2

January						
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February						
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March						
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April						
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2022 Harness Race Dates

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W&W - December 22, 2021 through May 10, 2022

W&W - October 26 through December 20, 2022

W&W	Wks
W&W	28

Total Weeks: 28

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TO: DATES COMMITTEE AND EXECUTIVE DIRECTOR CHANEY

cc. OTHER COMMISSIONERS, MIKE MARTEN, ALAN BALCH (CTT), GARY FENTON (TOC), JOSH RUBINSTEIN, TOM ROBBINS, CRAIG FRAVEL AND NATE NEWBY

FROM; JACK LIEBAU ON BEHALF OF LOS ALAMITOS RACING ASSOCIATION

Throughout the 2022 racing dates allocation process, Los Al has argued, likely unsuccessfully, that a live racing week at Los Al is a better alternative than a simulcast-only week because, in part, more purse money is given away daily at Los Al than generated on a daily basis during a simulcast-only week and owners and trainers of some horses have a better opportunity to achieve a modicum of financial success at Los Al than at either Santa Anita or Del Mar.

Los Al also believes that during the period an association is specifically allocated an extended period for simulcasting-only (no live racing), the revenue in form of commissions derived by the association is tantamount to a subsidy. The awarding of a subsidy is a "slippery slope". What association should be awarded a subsidy and what association is deemed not worthy of one?

While there very well may be a justification for the award of a simulcast-only week, reasons therefore asserted by Del Mar need to be questioned/investigated. In the allocation of racing dates, it is incumbent on the Committee to do so.

At the recent Dates Committee Meeting, a representative of Del Mar stated the allocation of the requested simulcast-only week was of importance to Del Mar because of the funds it generated (including presumably the commission revenue inuring solely to Del Mar itself) during that period. Surely, Del Mar will not continue to argue that its Meets, including their purse accounts, are in need of additional financial support. If Del Mar was to continue its request for the allocation of a simulcast-only week, the Dates Committee is requested to undertake an inquiry of the current status of Del Mar's purse account, including carryovers of under payments from prior Meets and purse enrichment augmentation via TVG/TOC. How many Millions is Del Mar's purse account now underpaid?

Another reason advanced by a representative of Del Mar for there being a simulcast week between the 2022 Summer Meets of Los Al and Del Mar was it allows the horses to "settle-in" at Del Mar.

If the Dates Committee is inclined, as is assumed to be the case, to recommend that there be a simulcast-only week between the 2022 Summer Meets of Los Al and Del Mar, Los Al respectfully requests that the simulcast -only week be awarded to Los Al instead of Del Mar. Besides Del Mar not being in need of financial assistance, the awarding of the simulcast-only week to Los Al is appropriate for the following reasons:

- 1) Los Al would have 4 weeks of live racing plus one week of simulcast-only (Los Al's facility would also have the statutory provided 3 weeks of Fair racing for a total of 8 weeks) and Del Mar would have its 8 historic Summer weeks of live racing as it has requested.
- 2) Purse funds generated during the simulcast-only week would inure to the benefit of the connections (owners and trainers) of that segment of the horse population that experiences relatively more financial success at Los Al than at either Santa Anita or Del Mar. The financial support given these connections will help keep them in business and their horses in California.

Obviously, the purse funds generated during the simulcast-only week will be more impactful on the purses at Los Al than at Del Mar.

- 3) Del Mar retains its coveted week of no live racing preceding the opening of its Summer Meet, thereby allowing the needed time as asserted by Del Mar for the horses to “settle-in”.

As mentioned at the outset, Los Al believes it is improper for one association, over another, to be granted a subsidy, the subsidy being the revenue generated solely for the benefit of an association during an extended period of simulcast-only (commission revenue). Estimated that the commissions/subsidy resulting from one week of simulcast-only would be in excess of \$500,000. Such being the case, if the simulcast-only week was awarded to Los Al, Los Al intends and would amend its applicable License Application to provide for the commission revenue generated during the simulcast-only week to be re-directed for the benefit of the backstretch workers and their families, an underappreciated and under rewarded group. In this regard, the re-direction would provide that 80% of the commission revenue be directed to the California Thoroughbred Horsemen’s Foundation (“CTF”), 10% to the Winners Foundation and 10% to the Chaplaincy at Los Al.

About CTF

CTF’s Mission is to improve the quality of life for backstretch workers and their families. Through the maintenance of three clinics, CTF provides Backstretch workers and their families with primary medical care, dental and optometry care, contributions towards funeral services and clothing. When more specialized care is needed, patients are sent to outside providers. CTF also undertakes to improve the quality of life for the backstretch workers and their families through physical, nutritional, spiritual, social, cultural, educational, recreational and social health programs. The re-directed funds would allow CTF to further its Mission and provide funds for future capital needs.

About Winners

The primary purpose of Winners is to assist men and women of the California Horse Racing community whose personal and professional lives, and those of their loved ones, are being affected adversely as a result of substance use disorder, mental illness, compulsive gambling and other issues creating crisis in their lives.

About Los Al Chaplaincy

The Chaplaincy makes Bible study available to interested backstretch workers and their families. In addition, the Chaplaincy organizes and oversees a recreational room in which there are pool tables and other games available for use of backstretch workers and their families. Two days a week the Chaplaincy provides meals for backstretch workers and their families.



PARI-MUTUEL EMPLOYEES GUILD
OF CALIFORNIA
SEIU Local 280



Troy Tabak
President

Michael Haake
Vice-President

Shannon Hinkley
Secretary-Treasurer

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1838 E. Huntington Dr.
Duarte, CA 91010
(626) 301-7900
Fax (626) 301-7960



August 6, 2021

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

This is a request to the Race Dates Committee to eliminate the Simulcast Only weeks in July and December. This request is to allow these weeks to go to a licensee who will run live race days during these weeks. Since the industry runs on live racing, let's have live racing be the focus for those weeks. Even two days of live racing should be an option as opposed to no live racing at all.

We are running fewer live race days throughout the year, so do we really want to have entire weeks with no racing? Live racing is the engine that drives the industry. When there is no live racing, the crew orders are greatly reduced. Labor, not just the mutual clerks, but all labor working at the host track is cut back significantly or eliminated altogether.

Labor has been almost decimated because of the pandemic and live race days have been cut drastically this past year. It is understood that the horse population greatly influences the number of live race days; however, isn't live racing even with fewer races per card, still providing income for the industry and jobs for labor? Let's have live race days on a consistent weekly basis so that the whole race meet contributes to a better industry. Licenses approved with dark weeks seem to send the wrong message. The industry needs live racing, and labor needs live race days so that both can thrive.

Respectfully,

Troy Tabak
President / Business Agent
Local 280

From: [REDACTED]
To: [REDACTED]
Subject: FW: Race Dates Committee
Date: Thursday, August 5, 2021 11:42:55 AM
Attachments: [image002.png](#)

From: Josh Rubinstein [REDACTED]
Sent: Thursday, August 5, 2021 11:33 AM
To: Chaney, Scott@CHRB [REDACTED]
Cc: Tom Robbins [REDACTED]
Subject: Re: Race Dates Committee

Executive Director Chaney,

Thank you for the opportunity to submit requests for modifications to this year's calendar for the Del Mar Thoroughbred Club's (DMTC) 2022 dates. DMTC's 2022 dates request is the same 13 weeks (9 summer / 4 fall) allocated to us by the CHRB in 2021:

Summer, 2022

- July 13 – September 13 (nine weeks)
- Del Mar's allocated "dark week" is the week of July 16
- Opening Day, July 22 / Closing Day, September 11 (eight weeks of racing)

Fall, 2022

- November 9 – December 6 (four weeks)
- Opening Day, November 11 / Closing Day, December 4 (four weeks of racing)

Two modifications to DMTC's 2022 dates request based on our 2021 allocation:

1. Summer Meet request: Due to the way the calendar falls in 2022, the timeline of the San Diego County Fair and track maintenance scheduling to provide for the safest possible racing and training environment, DMTC will need to begin racing a week later as compared to 2021. This also will result in our summer meet running the week after Labor Day.
2. Fall Meet request: While Del Mar will host the Breeders' Cup in 2021 and we were the CA simulcast host in 2020 when the event was held at Keeneland, we are not requesting our fall meet race dates to encompass the Breeders' Cup in 2022 (Keeneland, November 4 & 5). In the interest of fairness, we believe Santa Anita should be the CA simulcast host of Breeders' Cup in 2022, so we are proposing to begin our fall meet one week later as compared to 2021.

Again, thank you for the opportunity to provide input to the 2022 race dates calendar. We look forward to meeting with you, the Race Dates Committee and industry stakeholders on August 17. Please feel free to contact me if you have any questions.

Best,

Josh

Josh Rubinstein
President & COO
Del Mar Thoroughbred Club

From: [REDACTED]
To: [REDACTED]
Subject: FW: Race Dates Committee
Date: Thursday, August 5, 2021 12:37:37 PM
Attachments: [image001.png](#)
[2022 So Cal Race Dates - SA Only.xlsx](#)

From: Newby, Nate [REDACTED]
Sent: Wednesday, August 4, 2021 12:34 PM
To: Chaney, Scott@CHRB [REDACTED]
Cc: Fravel, Craig [REDACTED]; Sindler, Eric
[REDACTED]
Subject: RE: Race Dates Committee

Hi Scott,

Santa Anita will be requesting a very similar racing calendar for 2022. We would request 32 weeks of racing at Santa Anita (same as 2021) with the only significant difference being the Autumn Meet would include Breeders' Cup simulcast for our closing weekend of live racing. As you probably know, Breeders' Cup has typically alternated between Santa Anita and Del Mar live meets so 2022 would be a Santa Anita Breeders' Cup year (based on the rotation that has been allocated by CHRB in previous years). After talking with the Del Mar team, I don't anticipate any pushback from them to continue with the Breeders' Cup rotation.

Attached is the calendar detail of our requested dates. Please let me know if you need any additional information from us.

Best,

Nate

August 8, 2021

TO: DATES COMMITTEE AND EXECUTIVE DIRECTOR CHANEY

cc. OTHER COMMISSIONERS, MIKE MARTEN, ALAN BALCH (CTT) AND GARY FENTON (TOC)

FROM: JACK LIEBAU ON BEHALF OF LOS ALAMITOS RACING ASSOCIATION

In response to Executive Director Chaney's email of August 3, 2021, we note that in April, 2021, Los Al submitted a Memorandum to the Dates Committee and Stakeholders, copy attached, in which it was suggested that there should be a continued evaluation, among other things, of the merit of existing racing dates (including the effectiveness of allocated "breaks") and that the very process utilized in the allocation of racing date should be addressed. Los Al believes that the discussion therein of the process utilized in the allocation of the 2021 racing dates and the issues raised regarding the 2021 Southern California racing calendar are relevant to the allocation of 2022 racing dates. Subsequently, Commissioner Gonzalez and Executive Director Chaney discussed the contents of the aforementioned Memorandum with Jack Liebau.

Los Al believes the following enumerated topics are especially worthy of consideration in the connection with the allocation of 2022 racing dates:

PROCESS UTILIZED IN ALLOCATION OF 2022 RACING DATES

The allocation of 2021 racing dates was hampered by the pandemic which necessitated discussion being limited to teleconferencing. Unfortunately, it appears that discussion of 2022 racing dates will be likewise disadvantaged. Los Al does not believe the situation should be repeated where a proposed calendar was circulated before the Board Meeting at which 2021 dates were to be allocated and at that meeting a new calendar was introduced that was characterized as being only a "slight alteration" of the previously circulated schedule. Neither Los Al nor Santa Anita considered their respective racing dates being reduced by a week to be a "slight alteration" of the previously circulated calendar. Los Alamitos, possibly like other Stakeholders, was 'blindsided' by the new calendar. During the meeting, the Executive Director did acknowledge that the associations were not previously made aware of the new/revised calendar. Prior to allocation of racing dates being agendized for Discussion and Action by the Board, the recommendation of the Dates Committee should be made available in advance to all Stakeholders. It simply is too difficult for the Stakeholders, at least for Los Al, to make an adequate and meaningful presentation to the Board "on the fly".

STILL IN PENALTY BOX?

Since Executive Director's Email of August 3, 2021 noted that the allocated 2021 racing dates should be used as a start of discussions regarding allocation of 2022 racing dates, the basis of the possible allocation of the 2021 racing dates is pertinent as well as whether any such basis continues to be of import in the allocation of 2022 racing dates. Based upon comments made at the Board Meeting at which 2021 racing dates were allocated, it could be surmised that a contributing factor to Los Al's Thoroughbred Meet (Daytime) being docked a racing week was because of the unfortunate fatalities encountered at the Quarter Horse Meet (Nighttime). See Transcript of CHRB Meeting of October 22, 2020, pp. 52 & 53 lines 22-25 and lines 1-18, and P. 76, lines 11-14. Note should be taken of the favorable comments of Chairman Ferraro at the May 19, 2021 Board Meeting re the improving safety

record of the Quarter Horse Meet. See Transcript, p. 52, lines 8-17. Consideration should be given to Staff being consulted re the safety record over the last 3 years of the Los Al Thoroughbred Meets (Daytime) and the improving safety record of the Quarter Horse Meet.

BREAKS

Here again because the starting point of discussions re 2022 racing dates is to be the allocated 2021 racing dates, the placement and purpose of the calendar weeks not allocated for live racing in 2021 are of import. In connection with the allocation of the 2021 racing dates, it was stated/assumed that "breaks" in the racing calendar were of importance because horses need to be rested. Transcript of October 2020 Board Meeting, p.24, lines 15-18, p. 78, lines 9-10. It is realized that the questioning of this axiom, necessity of "breaks", is like questioning Motherhood, Apple Pie and Baseball. But, here goes! Is the purpose to give all horses a mandated rest from racing during a specific time even though their training would not be curtailed? Should the Board instead of the Trainer/Owner of a horse determine when a horse should be rested? Should all horses, no matter their individual condition, not have the right to race during the mandated specified time? Is the purpose to curtail the annual number of starts to be made by a runner? In the alternative, is it to cause a runner to make starts over a shorter period of time and thereby increase field size? As an aside, the average annual starts made by a runner on a national basis has declined from 6.97 in 2001 to 5.08 in 2020 and Racing Secretaries/Track Executives generally believe Trainers should start their horse oftener in light of their free use of stabling and training facilities. Does a "break" result in a financial windfall for the track designated by the Board? Should one track be subsidized and not another? Because a different segment of the horse population is likely to have more racing opportunities at a Los Al Meet than at either Del Mar or Santa Anita, does a Los Al Meet in and itself constitute a "break" for meets at either De Mar or Santa Anita? Is that especially the case for Turf horses?

Before allocating racing dates pursuant to an overriding policy favoring "breaks", the policy should be subject to further study and of an open and formal discussion.

Assuming there should be "breaks", how long should they be and where should they be placed? Should any association benefit as a result of a "Finding" that "breaks" are necessary? No one, association or organization, is responsible for the number of races in California declining from 5,107 in 2001 to 2,784 in 2020.

Is anyone sufficiently clairvoyant to know a year or more in advance as to when a "break" would be advisable? Because of the unknown, it has been suggested that timing and length of a "break" should be left to the discretion of a track. The problem here is the lack of certainty. Owners/Trainers need certainty in preparing/conditioning their horses.

Despite the overriding view regarding "breaks", Santa Anita in 2021 was allocated 6 months of consecutive racing- 12/23/2020 through 6/22/2021. Thus, there was no scheduled break in the first 6 months of 2021 racing calendar. While Del Mar was allocated racing dates from 7/7/2021 through 9/7/2021, it was understood that it would not commence live racing until July 16th, thereby creating for it a financially rewarding break of 9 days. This 9 day period of simulcast-only enriched Del Mar by \$970,413. Rather than allowing Los Al to conduct racing through December 19th and thereby being the recipient of 8 weeks of racing instead of 7, it was determined that Santa Anita would be financially rewarded with the simulcast revenue generated from December 15th to December 24th. As to Los Al

being denied the right to conduct live racing through December 19, it should be noted that in the last 7 years, Los Al raced beyond December 20th three times, twice closed on the 17th and once on the 18th and 16th. Since it is clear that the break in live racing from 12/14 to 12/24 is of no benefit to the 2021 racing calendar, there is an appearance that it was thought necessary to make Santa Anita whole/equal with the anticipated subsidy granted to Del Mar. If the purpose of "breaks" was "to give horses the necessary breaks", surely a break(s) would have been mandated between 12/26/2020 and 7/6/2021. Again, how did the December "break", 14th through the 25th, benefit the 2021 racing calendar.

Other than (1) less employment, (2) Santa Anita and Los Al each being allocated one less week in 2021 than set forth in the calendar circulated prior to the October, 2020 Board Meeting and (3) Del Mar being enriched by almost \$1M, what was the benefit Del Mar derived from the 9 day "break" prior to the opening of its 2021 Summer Meet. During the first two racing weeks of the 2021 Summer Meet, its overall average field size was 8.78 compared to 8.46 during the first two racing weeks in 2020 when there was a 4 day break. Both outstanding figures, probably exceeding the field size anywhere else in the country as well as being the envy of tracks everywhere. Was the increase of .32 attributable to the longer break in 2021? If so, does the .32 increase in field size justify the decrease in live racing necessitated by the longer break. Could all or part of the .32 increase in field size be attributable, among other factors, to Del Mar's highly successful Ship & Win Program that was responsible for a number of well-known stables migrating from outside California to Del Mar and the substantial increase in the advertised purses for the 2021 Summer Meet.

RACING AT LOS AL IS TANTAMOUNT TO A BREAK OF RACING AT EITHER DEL MAR OR SANTA ANITA

There is no denying the fact that the racing at Los Al, except for a few Stakes races, is not of the caliber of racing conducted at either Del Mar or Santa Anita. Thus, a segment of the horse population that customarily runs at either Santa Anita or Del Mar does not run at Los Al; therefore, this segment of the horse population is given a break while racing is conducted at Los Al. Conversely, there is a segment of the horse population running at Los Al whose participation at either Del Mar or Santa Anita is limited. In particular, since Los Al does not have a turf course, Southern California Turf horses are given a necessary break during a Los Al Meet. However, the 2021 racing calendar did not provide for Southern California Turf racing from the opening of Los Al's Summer Meet until live racing commenced at Del Mar's Summer Meet, a period of 25 days, almost a month. Estimated that upwards of 40% of the races carded at Del Mar are on the Turf. Would the duration of the Los Al Meet suffice as a sufficient "break" for Turf Horses?

LIVE RACING AT LOS AL TRUMPS SIMULCAST-ONLY WEEKS

The connections of some horse stabled in Southern California (owners and trainers) have a better opportunity to achieve a modicum of financial success at Los Al than at either Del Mar or Santa Anita. At the recently concluded Los Al Summer Meet, 38 different trainers and 50 different Owners/Partnerships won 61 of the races offered. At last year's Summer Meet, a total of 57 races were carded and 52 were won by different Owners/Partnerships and 43 by different trainers. Success/wealth was shared! All of which raises the philosophical question of whether an effort should be made to keep those racing at Los Al in the business and their horses in Southern California. If the answer is "Yes" than keeping Los Al viable in the Los Angeles basin as a racing venue and an off-site stabling facility through the allocation of necessary racing dates is of importance. Also, because more maiden Claiming races on a relative basis are carded at Los Al than at either Del Mar or Santa Anita, horses in these races gain experience. They

are given a chance to gain confidence and mature, all of which is of importance to racing in Southern California. It also goes without saying, as has been continually maintained by representatives of Local 280 Pari Mutuel Clerks and other Unions that Live racing at Los AI provides more employment than when simulcasting-only is offered at either Del Mar or Santa Anita, especially the case for those having the benefit of collective Bargaining Agreements.

SUGGESTED ALTERATION OF 2021 RACING CALENDAR

Based upon the 2021 experience, Los AI believes the 2022 racing calendar would be improved by a 2 or 3 week Meet at Los AI being inserted somewhere in the midst of the Santa Anita's 2021-2022 Meet. Los AI realizes it will likely be viewed as presumptuous and even self-serving for Los AI to suggest it is not in Santa Anita's best interest to conduct live racing for 6 consecutive months, but facts are facts. If nothing else, Santa Anita's 2021 experience amply demonstrates the need for a pause in racing during Santa Anita's 6 months of consecutive racing. During the two weeks following the 2021 Santa Anita Derby, April 5-18, Santa Anita was only able to conduct racing on Saturdays and Sundays with no Turf racing during the first of those 2 weeks. In his newsletter, John Chewa characterized the racing cards presented on April 10th and 11th "as Weak". He later referred to them as "rather dismal". Racing anywhere, even at the Great Race Place, becomes "same old", "same old" after an extended period of time--horse population is taxed, people get tired, racing surfaces, including the Turf course, become tired from constant wear in the morning and the afternoon. For example, during the first 2 months of Santa Anita's Meet, 12/26/2021 through 2/28/2021, the average overall field size was 7.84. During the period from 5/3/2021 through 6/22/2021, the overall average field size was 6.75. In short, as the Santa Anita Meet progressed, the overall average field size declined. With a pause, there would have been a chance for its horse population to rejuvenate (Los AI being largely dependent upon a different segment of the horse population than Santa Anita). The same would have been true for the Turf course. Again, it is suggested that a 2 or 3 week Los AI Meet be inserted after the running of the 2022 Santa Anita Derby, presumably held on April 9th, and concluded prior to the Kentucky Derby. By so doing, Santa Anita would still maintain the overall excitement generated by the "Triple Crown" races and of revenue derived from wagering on the "Triple Crown" races.

Further suggested modifications to the 2021 racing calendar are that Los AI be allocated a 2 or 3 week Meet in July and a 3 week meet in December. A 3 week Meet in December would be beneficial to the Quarter Horse Meet as was explained by Chairman Ferraro at the Meeting where 2021 dates were allocated. Transcript, p. 82, lines 6 through 10,

OFF-SITE STABLING

Los AI is committed to making its facility available for off-site stabling through 12/31/2022. Because of the financial condition of the Stabling and Vanning Fund (the "Fund"), Los AI has orally agreed to the accrual of 15% less than the amount of rent specified in its written contractual agreement with the Fund. Also, the Fund is presently indebted to Los AI in an amount in excess of \$1.1M. As of 12/31/2021, the Fund is projected to be insolvent in the amount of \$2.1 Million.

April 2021

To: Interested Parties

From: Jack Liebau

Please consider the following in thinking about the process as well as the actual allocation of future Southern California racing dates.

Rather than focusing, as in the past, on the allocation of future Southern California Racing Dates once a year, for a limited period of time, the process utilized would be enhanced by continually evaluating the state of Southern California racing, the merit of existing racing dates (including the effectiveness of allocated "breaks") and the impact of factors, such as purses in other jurisdictions, over which there is no control. The process utilized in the formal allocation of Racing Dates by the CHRB should be addressed.

Allocating less than optimum racing dates can adversely impact racing in Southern California. Racing dates and their allocation are too important to be subject to the introduction of a revised and uncirculated calendar, what amounts to a new proposal, at the very meeting during which dates are mandated, especially when that meeting is by Teleconference.

Although racing in Southern California ebbs and flows as a result of the overriding importance of Santa Anita, the racing calendar should be viewed as a whole rather than how it impacts a single track. Admittedly, how goes Santa Anita, goes Southern California racing. Nevertheless, consideration needs to be given to the interrelationship of the dates collectively allocated to Thoroughbreds, Quarters and Harness Meets. The night industry (Quarters and Harness) benefit from the synergy of their respective programs overlapping Thoroughbred racing dates.

In evaluating the prevailing Southern California racing dates, reference is made to certain statistical information that may be helpful to some interested parties who are not as familiar with them as those involved in racing on a daily basis. California statistical information was derived from the California Racing Industry Data Base, CHRIMS, wherein such information has been compiled for more than 30 years.

From 12/26/2020 to 4/11/2021, horses made 3209 starts at Santa Anita. During the comparable period 10 years ago and 5 years ago 4382 and 4462 horses made starts, respectively, at Santa Anita. The available Southern California horse population has declined for a variety of reasons, including smaller foal crops, increasing costs of training horses and higher purses in jurisdictions where purses are augmented by "gaming" revenue.

At Santa Anita from 12/26/2020 through 4/11/2021, daily purses for "overnight races" (non-Stakes races) have averaged \$372,000 and the average daily field size has been 7.5. So far at the Oaklawn Meet, average daily purses for overnights were \$431,298 and its average field size was 8.62. At Aqueduct, the daily average purses for overnights was \$465,000. At the upcoming Belmont, Churchill and Saratoga meets the daily average purses for overnights is estimated to be \$515,000, \$488,000 and \$585,000, respectively. There is a similar discrepancy in purses for stakes races between Santa Anita

and the other mentioned tracks. These higher purses out of state are an enticement for owners and trainers to race their horses outside Southern California.

During the two weeks following this year's Santa Anita Derby, April 5-18, Santa Anita only conducted racing on Saturdays and Sundays with no Turf racing during the first of those two weeks. In his newsletter, John Chewa characterized the racing cards presented on April 10th and 11th "as weak". He later referred to them "as rather dismal". Some considered Saturday's April 10th card to be the worst ever for a Saturday at Santa Anita.

Santa Anita was presumably forced to curtail racing to two days a week for the cited two weeks because of the condition of its Turf course and the state of the Southern California horse population. It had been conducting racing for 3 ½ months without a "break". Santa Anita Management is not at fault for this situation. They are doing their best to cope with the allocated consecutive racing weeks. In the future, consideration should be given to whether it is reasonable for a Turf course to be used extensively on a sustained basis for six consecutive months (Santa Anita's Meet stretches uninterrupted from 12/26/2020 to 6/20/2021), after all a Turf course needs to be rested in order to have an opportunity to grow back. In the future, consideration should be given to there being a "break" in Santa Anita's pending Winter Meet instead of there being a "break" at the commencement of the following year's Winter Meet, 2021-2022 (Will the horse population then be stretched? Hasn't the Turf course always been in premiere condition at the opening of the Winter Meet?).

It's been stated that "just about every Commissioner has weighed in at one point or another about the importance of giving horses necessary breaks". However, there seems to be some confusion as to their importance/purpose. Is the purpose to give all horses a mandated rest from racing even though their training would not be curtailed? Force horse not to be raced during a specific period? Certainly, a break in racing would be welcomed when the available horse population gets stretched and/or when a Turf course becomes overly worn. However, is anyone sufficiently clairvoyant to know a year or more in advance as to when a "break" would be advisable? Some have argued for a "break" in front their Meet. Others have tacitly admitted that they sought a "break" before their Meet opens because of the revenue derivable from a "simulcast-only week". If there is significant difference between those horses competing at Los Al and at either Del Mar or Santa Anita, does a Los Al Meet in and of itself constitute a "break"?

A "break" in live racing creates a period in which whatever track designated by the CHRB derives revenue from simulcast racing (wagering exclusively on races conducted outside of Southern California). Periods of simulcast-only result in less employment and do not necessitate payment of purse money. Historically, a simulcast-only week has been estimated to generate in the neighborhood of \$1,100,000 (\$560,000 purses, \$540,000 for track). In such a case, the allocation of a "simulcast-only week" can be tantamount to the grant of a "subsidy".

If the break does not provide a needed break in racing but instead serves as a subsidy, is Southern California racing better served by a "simulcast-only week" than a live racing week at Los Al? Should there be concern that "simulcast-only" weeks result in less employment, "especially for those that are part of collective bargaining units with the many great unions that make up the fabric of the industry"? Jobs were reported to be at the "top of the list" in allocating race dates. Please note that the mandated 2021 "breaks" are from July 6th to July 15th and from December 13th to December 25th. Curiously, the

planned December "break" does not benefit racing in 2021. It falls after the conclusion of Santa Anita's 2021 racing. Was the December break therefore intended as a subsidization of Santa Anita?

Both mandated "breaks" are in the latter six months of 2021, a period in which there are four Meets. It seems appropriate for there to be an on-going discussion of the importance/purpose of "breaks" and whether it would be preferable for the placement of "breaks", if necessary, to be left to the discretion of an operating track. Since it was deemed essential "to keep in mind revenue" presumably for all segments of the Industry, should consideration be given to operating say two days a week at limited times in lieu of extended "breaks", if they are necessary?

Should extended breaks (10 to 13 days) in the Southern California racing calendar be of concern because the absence of a California product in the country-wide market place for an extended time could cause customers to lose interest in racing or just interest in Californian racing?

It is questionable whether the mandated 2021 December break (12/13 through 12/25, 13 days) will favorably impact field size at the opening of Santa Anita's 2022 Winter Meet. In December, 2020, Los Al closed on the 20th and Santa Anita opened on the 26th, a 5 day break. Santa Anita's average field size was 8.28 from 12/26/2020 to 1/16/2021 and from 1/17/2021 to 3/14/2021 it was 7.47. It is now 7.5. How much will next year's Santa Anita Winter Meet (2021-2022) benefit from a 13 day break instead of 5 days? Everyone looks forward to and plans for their horses running early-on in the Santa Anita Winter Meet. The same is true for the Del Mar Summer Meet. Historically horses are saved for the openings of these Meets.

Is the planned 10 day break between the closing of the Los Al and the opening of Del Mar necessary to assure the condition of a Turf course not having been used for 7 months and/or adequate field size during Del Mar's first two weeks of its Meet? Last year when there was only a four day break between the Los Al Meet and the opening of Del Mar, the average field size during Del Mar's first two weeks of racing that spanned three weeks was 8.46 and it was 8.35 for the entire meet. If it is unreasonable to assume the allocated breaks are needed because the horse population will then have been stretched and/or the Turf course is overly worn, is the break tantamount to a "subsidy"? In this regard, as previously mentioned, Santa Anita's 2021 allocated break from December 13 to December 25 does not mitigate any problems Santa Anita might encounter in 2021, so was it (the Santa Anita December "break") intended to be just an outright "subsidy"?

If extended "breaks" are favored, consideration should be given to the financial "windfall" from simulcast-only revenue being distributed in an equitable manner among the operating tracks, rather than the CHRB picking financial "winners" and losers".

Admittedly, a full and thoughtful consideration of the allocation of 2021 Southern California Racing Dates at the CHRB October 22nd Meeting was hampered by the need for the meeting to be convened through Teleconferencing as required by the Governor' Executive Order. Teleconferencing inherently makes it extremely difficult for there to be a meaningful exchanges of information among Commissioners as well as making it extremely difficult for a party to effectively present its position and more importantly for a party to respond to issues raised during the course of the meeting. Obviously, the allocation 2021 racing dates was hampered by the unavoidable circumstances of 2020.

Discussion at the CHRB October 22nd Meeting was further hampered by the introduction of a proposed calendar that differed from the proposed calendar previously distributed by CHRB Staff. Although the newly introduced calendar at the meeting was characterized as representing a "slight alteration" of the previously circulated CHRB Staff proposal, neither Los Al nor Santa Anita considered each of their loss of a week to be insignificant. It's entirely possible, even plausible, that the confusion inherent with Teleconferencing coupled with the introduction of the new, uncirculated proposal and the ensuing discussion were largely responsible for the Board's 2021 Racing Dates being adopted pursuant to a split 5 to 2 vote.

The Board should seriously consider reverting back to the practices known to prevail for the allocation of racing dates from 1993 to 2019. That is, there should be a Dates Committee Meeting at which a calendar is formulated after a full and open discussion among members of the Dates Committee and the Stakeholders and thereafter forwarded to the full Board for consideration. In order for there to be meaningful discussion and adoption of optimum Racing Dates, a proposed calendar needs to be available to all Interested Parties/ Stakeholders prior to the full Board Meeting.

As stated, the purpose of this Memo is simply to suggest that discussions of the racing Calendar should be on-going, not limited to a month or so before racing dates are to be allocated. Because of the challenges facing Southern California racing, an optimum racing calendar is of the utmost importance. Such can only be achieved by reviewing the past and learning from it.

CALIFORNIA HORSE RACING BOARD
2021 ALLOCATED RACE DATES
CALENDAR

*Note: The allocation begins on the Wednesday prior to opening day
and concludes on the Tuesday following closing day.*

THOROUGHBRED MEETINGS - CENTRAL & SOUTHERN ZONES

<u>Location</u>	<u>Allocated Dates</u> *
Santa Anita	12/23/20 – 06/22/21
Los Alamitos	06/23/21 - 07/06/21
Del Mar	07/07/21 - 09/07/21
Santa Anita	09/29/21 - 11/02/21
Del Mar	11/03/21 - 11/30/21
Los Alamitos	12/01/21 - 12/14/21
Santa Anita	12/15/21 - 12/21/21

THOROUGHBRED MEETINGS - NORTHERN ZONE

Golden Gate Fields	12/23/20- 06/15/21
Golden Gate Fields	07/21/21- 08/03/21
Golden Gate Fields	08/25/21 – 10/05/21
Golden Gate Fields	10/20/21 – 12/21/21

QUARTER HORSE MEETINGS - STATEWIDE

Los Alamitos	12/23/20 - 12/21/21
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HARNESS MEETINGS – STATEWIDE

Cal Expo	12/23/20 - 05/11/21
Cal Expo	10/27/21 - 12/21/21

FAIR MEETINGS - STATEWIDE

Alameda Fair at Pleasanton	06/16/21 – 07/13/21
State Fair at Pleasanton	07/14/21 – 07/20/21
Sonoma Fair at Golden Gate Fields	08/04/21 – 08/17/21
Humboldt Fair at Ferndale	08/18/21 – 08/31/21
L.A. County Fair at Los Alamitos	09/08/21 – 09/28/21
Big Fresno Fair at Fresno	10/06/21 – 10/19/21

* Date Block Allocation. Actual days of live racing are determined at the time applications are approved by the Board.

The Southern California Thoroughbred, Statewide Harness Meeting Dates, Statewide Quarter Horse Meeting Dates, and first Thoroughbred Meetings of the Northern Zone were allocated at the 10/22/2020 regular meeting of the Board. The remaining 2021 dates were allocated at the 11/19/2020 regular meeting of the Board. Due to the COVID-19 pandemic, a re-allocation of dates occurred at the 06/16/2021 regular Board meeting.

Updated 06/16/2021

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING AN AMENDMENT TO
THE APPLICATION FOR THE ADVANCE DEPOSIT WAGERING PROVIDER
XPRESSBET, LLC, PURSUANT TO BOARD RULE 2072(L).

Regular Board Meeting
September 15, 2021

ISSUE:

At its November 19, 2020, regular meeting, the California Horse Racing Board (Board) granted Xpressbet, LLC, an approval as an (out-of-state) advance deposit wagering (ADW) provider. Xpressbet submitted a letter advising the Board of recent officer changes to the TSG and Xpressbet entities. Effective July 8, 2021, Dan Newman and Michael Rogers resigned their positions from the TSG and Xpressbet entities. Additionally, effective July 8, 2021, Michael Jordan and Paul Williams have been elected to the TSG and Xpressbet entities. The current approval for Xpressbet is active through December 31, 2022.

ANALYSIS:

Pursuant to [Board Rule 2072](#), Approval to Conduct Advance Deposit Wagering by an out-of-state Applicant, subsequent to the issuance of an approval to conduct Advance Deposit Wagering, changes or amendments to information or operating procedures contained in an application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19420](#) provides that the Board shall have jurisdiction and supervision over meetings in California where horse races with wagering on their results are held or conducted, and over all persons or things having to do with the operation of such meetings. [BPC section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually its responsibilities, including the administration and enforcement of all laws, rules, and regulations affecting horse racing and pari-mutuel wagering. [BPC section 19604](#) provides the Board may authorize a racing association, racing fair, betting system, or multijurisdictional wagering hub to conduct advance deposit wagering in accordance with this section.

RECOMMENDATION:

This item is presented for Board discussion and action.



PRIVATE & CONFIDENTIAL

July 13, 2021

ELECTRONIC MAIL

Mr. Mike Marten
California Horse Racing Board (CHRB)
Los Alamitos Racecourse
4961 E. Katella Ave
Los Alamitos, CA 90720
(MikeM@chr.ca.gov)

Re: Changes to Officers of Xpressbet, LLC, et al.

Dear Mike:

This letter is to formally advise you of recent officer changes that have occurred with respect to the officers of TSG Global Wagering Solutions LLC, TSG GWS German GmbH, and Player Management Group LLC (the "TSG" entities), and to Xpressbet, LLC and Xpressbet Canada Inc. (the "Xpressbet" entities).

- Effective July 8, 2021, Messrs. Dan P. Newman and Michael Rogers have resigned their positions from the TSG and Xpressbet entities; and
- Effective July 8, 2021, Messrs. Michael Jordan and Paul Williams have been elected to the TSG and Xpressbet entities.

If you have any questions in connection with this matter, please do not hesitate to contact me at the number below.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gene Chabrier".

Gene Chabrier
VP, Regulatory Affairs
& Business Development
+1 (724)-229-6223

cc: Nicole Lopes-Gravelly
Audrey Edwards

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

- A. Name, mailing address, telephone and fax numbers: **Xpressbet, LLC**
200 Racetrack Rd, BLDG #26, Washington, PA 15301 O: 724-229-6223 F:724-229-6239
- B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
Richard Peden Co-President	CA	325550	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Greg Harnish Secretary	CA	327765	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Dan Newman Co-President	CA	305020	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mike Rogers Vice President	CA	306749	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

- C. Name, title and mailing address of the California agent for receipt of service of process:
CT Corporation System 818 West Seventh Street, Los Angeles, CA 90017
- D. Attach the contract with the California racing association or fair and the required horsemen’s approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes.

2. DATES OF OPERATION

- A. Dates Advance Deposit Wagering will be conducted: **365 days per year**
- B. Hours Advance Deposit Wagering will be conducted: **24 Hours per day**

CHRB CERTIFICATION	
Application received: 10/2/2020	Hearing date: 11/19/2020
Reviewed: NLG	Approval date:

3. BUSINESS STRUCTURE

- A. Corporation (complete subsection B)
 LLC (complete subsection C)
 Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

1. Registered name of the corporation:
2. State where incorporated:
3. Registry or file number for the corporation:
4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:
5. Names (true names) of all persons, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes No
If yes, on what exchange and how is the stock listed:
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

C. LLC

1. Registered name of the LLC: **Xpressbet, LLC**
2. State where articles of organization are filed: **Delaware**
3. Registry or file number for the LLC: **3373240**
4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each: **No shares are held by officers or directors See 1 (B)**
5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.): **TSG Developments Investments Inc., (The Stronach Group) a Delaware Corporation, holds 100% of the membership interests in the LLC and owns 100 shares.**
6. Are the shares listed for public trading? Yes No

If yes, on what exchange and how is the stock listed:
7. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity: **TSG Developments Investments Inc., a Delaware Corporation that is ultimately controlled by the Stronach Trust, based in Ontario Canada. There are several holding companies between Xpressbet, LLC the Stronach Trust established for tax purposes.**
8. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
See attached 2019 Financial Audit
9. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements. **See attached CA P&L**
8. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.
See attached Business Plan 2020 - 2023

D. OTHER

1. Name(s) of partners/sole proprietor: **NA**
2. If a partnership, attach partnership agreement.
3. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.
5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:
6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

- A. List the procedures to establish an Account: **See Attached Plan of Operations PAGE 6**
- B. If an application form is used to establish an Account attach a copy of the form.

See Attached sign up form

- C. Name and address of the third party you will use to verify identity, residence and age verification: **Electronic Verification Systems, LLC 2500 Technology Drive, Louisville, KY 40299 and TransUnion, LLC 555 W. Adams Street Chicago, IL 60661**

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

- A. Submit a copy of your plan for operation. **See Attached Plan of Operations.**
- B. List the type of deposits you will accept:
In respect of internet and telephone account wagering, the Applicant will accept the following types of deposits: cash deposits made directly, personal checks, cashier's checks, money orders made directly or mailed, debits to an Account Holder's credit card or debit card, PayPal PayNearMe, bank wire and other electronic transfers from a monetary account controlled by Account Holder. See Plan of Operation Page 6 Part B Deposit Process for a complete list of

payment vendors.

- C. Identify any fees or transaction-related charges and the amount that will be assessed: **For purposes of internet and telephone account wagering, customers will not be charged a monthly membership or wagering fee or a per-call or wager transaction fee. However, customers may be charged a value added transaction fee of \$0.25 per telephone call when dealing with a live teller. Processing fees may be charged in respect of deposits made pursuant to Item 5B above.**

To the extent credit cards are used/permitted in connection with internet and telephone account wagering, processing fees for credit card cash advances will be no greater than 6%. High value customers may not be subject to credit card cash advance processing fees.

A wire transfer of less than \$250.00 is subject to a \$5 processing fee. A wire transfer of greater than \$250.00 is not subject to any charge.

Customers requesting special delivery (e.g. courier) may be charged the cost of those services.

6. SECURITY ACCESS

- A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:
Please refer to Exhibit 4 // Internet Security Document for Items 1 – 4.
1. Description of the technology to ensure identity, residence, and age verification when an Account is established: **Page 1**
 2. Description of the technology to ensure confidentiality of the Means of Personal Identification: **Page 1**
 3. Methods and locations available for Account Holders to withdraw funds from their Account: **Page 3**
 4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of operation: **Page 3**

7. PARI-MUTUEL

- A. Name, address and telephone number of the pari-mutuel audit firm:

**Bowen & McBeth
10722 Arrow Route, Suite 110
Rancho Cucamonga, California 91730
Telephone: 909-944-6465
Facsimile: 909-980-4788**

- B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
Totalizator equipment and services will be provided to Applicant by AmTote International, Inc.

In addition to standard totalizator equipment and services, Applicant will be utilizing (a) IVR – “interactive voice response technology” (an automated touch-tone betting system), provided by AmTote International, Inc. (b) on-line computer wagering technology (c) IVR – natural language voice recognition system provided by AmTote International, Inc. and Applicant is currently operating under an agreement with AmTote International, Inc. which the term date is currently open ended. Xpressbet fully expects to renew a long term agreement with AmTote. The CHRB will be notified upon execution.

Roberts Communication Network, LLC provides video services to Xpressbet.

- C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted: See Attached Track List

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

- A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:

VENDOR NAME	VENDOR ADDRESS	TELEPHONE #	SERVICE PROVIDED
Amtote International	1120 Pepper Road Hunt Valley, MD 21301	410-711-8770	Totalizator
Equibase	821 Corporate Drive Lexington, KY 40503	800-333-2211	Racing Data
CardFlex	2900 Bristol Street Building F Costa Mesa, CA 92626	866-634-3044	ACH
NPC	5100 Interchange Way Louisville KY 40229	800-683-2289	Credit Card
TransUnion	555 West Adams Street Chicago, IL 60601	888-567-8688	Identity Verification
PayPal	292 Gibraltar Drive Suite101 Sunnyvale, CA 94089	650-980-1030	Payment Processor
Actum	7004 Bee Cave Road Bldg. 3, Suite 312 Austin, TX 78746	512-402-0082	Payment Processor
EVS	2500 Technology Drive Louisville, KY 40299	866-491-5665	Identity Verification
Green Dot	PO Box 5100 Pasadena, CA 91117	866-795-1030	Payment Processor
PayNearMe	292 Gibraltar Drive Suite 104 Sunnyvale, CA 94089	650-930-1030	Payment Processor
Neteller	61 Broadway New York, NY 10013	203-308-9525	Payment Processor
Sightline Payments //Play +	6750 Vis Austi Pkwy Suite 130 Las Vegas, NV 89119	702-851-4747	Payment processor

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed: NA

9. ADVERTISING

Name and address of the advertising agency you will use:

Assembly
711 3rd Ave, 3rd Floor
New York, NY 10017
212.500.6900
&
Agency 360
C/O Hawthorne Race Course
3501 S. Laramie Street
Stickney/Cicero, IL 60804

NOTICE – Pursuant to Rule 2072-(h) all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3) advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

GENE CHABRIEN
Print Name
Signature
VP OF REGULATORY AFFAIRS
Print Title
Date 10/24/20

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING FASIG-TIPTON'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT FAIRPLEX IN POMONA, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Regular Board Meeting
September 15, 2021

ISSUE

Pursuant to Board Rule 1807, Authorized Horse Sales, Fasig-Tipton Co., Inc. request Board approval of its upcoming horse sale scheduled for September 28, 2021, at Fairplex in Pomona, California.

BACKGROUND

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of race horses or breeding stock that is used in the production of race horses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION

This item is presented for Board discussion and action.

FASIG TIPTON HORSE SALE

CHRB,

We are conducting a sale at Fairplex Park September 28th. We will have roughly 275-300 horses in the sale mostly all Cal Breds.

Please add us to the September meeting and if you need anything else please let me know.



Mike Machowsky California Representative/Account Executive

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF
RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS QUARTER HORSE RACING
ASSOCIATION, FROM ITS 2020 RACE MEETING, IN THE AMOUNT OF \$4,181, TO
FOUR BENEFICIARIES

Regular Board Meeting
September 15, 2021

ISSUE

Los Alamitos Quarter Horse Racing Association (LAQHRA) is requesting approval to distribute race day charity proceeds generated at its 2019-20 racing meet from December 27, 2019, to December 22, 2020. From the net race day charity proceeds LAQHRA is proposing a total distribution of \$4,181. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a nonprofit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action. Staff recommends the Board approve the charity race day distribution as presented; with the condition that, LAQHRA

not distribute the proposed disbursement to the QHBCF, until such time, the CHRB is notified that the delinquent status with the Office of the Attorney General has been resolved.”

CHRB ANALYSIS

Los Alamitos Quarter Horse Racing Association 2019-2020 Charity Day Proceeds

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	\$ 1,000.00	24%	minimum of 20%	d
2	CARMA	1,300.00	31%		a
3	Winners Foundation	1,000.00	24%	minimum of 5%	c
4	Quarter Horse Benevolent Charity Foundation	881.00	21%	minimum of 5%	b
	Total	\$ 4,181.00	100%		e
	Notes				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund for backstretch personnel (B&P 19641 (b))			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			



Los Alamitos
QUARTER HORSE RACING ASSOCIATION

August 17, 2021

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr.Chaney :

The statutory charitable contribution from our 2020 Los Alamitos Quarter Horse Racing Association race meet was \$4,181. The meet ran from December 27, 2019 to December 20, 2020. Accordingly, we respectfully request CHRB approval to make the following distributions:

Permanently Disabled Jockeys Fund	\$ 1,000
CARMA	1,300
Winners Foundation	1,000
Quarter Horse Benevolent Charity Foundation	<u>881</u>
Total	<u>\$ 4,181</u>

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

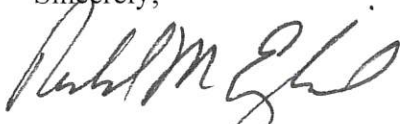
The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

The Quarter Horse Benevolent Charity Foundation welfare fund provides for the physical, social, educational and emotional needs for backstretch employees and family members.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. English". The signature is fluid and cursive, with the first name "Richard" being the most prominent.

Richard M. English

c/c C Alameda

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF
RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS RACING ASSOCIATION,
FROM ITS 2020 RACE MEETING COMMITMENT TO CALIFORNIA HORSE RACING
INDUSTRY CHARITIES IN THE AMOUNT OF \$7,000, TO FOUR BENEFICIARIES

Regular Board Meeting
September 15, 2021

ISSUE

Los Alamitos Racing Association (LARA) did not generate any on-track handle during its 2020 race meet consequently LARA does not have a 2020 statutory race day charity proceeds. Nonetheless, as a demonstration of LARA's commitment to California horse racing industry charities LARA is requesting approval to distribute a voluntary race day charity proceeds from its 2020 race meet for a proposed total distribution of \$7,000 (an amount comparable to its 2019 race day charity distribution). The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a nonprofit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Alamitos Racing Association (LARA) Voluntary Charity Day Proceeds
For Race Meet June 24, 2020 - July 7, 2020

#	Nonprofit Organization	Voluntary Proposed Distribution Amounts	Voluntary Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	2,000.00	29%	minimum of 20%	d
2	CARMA	2,000.00	29%		a
3	California Thoroughbred Horsemen's Foundation	2,000.00	29%	minimum of 5%	b
4	Winners Foundation	1,000.00	14%	minimum of 5%	c
	Total Voluntary Distribution	7,000.00	100%		e
	Notes				
	a	30% to charities associated with the horse racing industry (B&P 19556(b))			
	b	5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			



August 17, 2021

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

The COVID pandemic negatively impacted many aspects of Los Alamitos Racing Association's (LARA) operations. Patrons were not allowed on-site during our 2020 meet. Charity days contributions are based on-track handle and therefore there is no statutory distribution for 2020. Our 2019 charitable proceeds were \$6,266.

LARA is proud of our commitment to industry charities and have designated \$7,000 to be distributed to the following entities:

Permanently Disabled Jockeys Fund	\$ 2,000
CARMA	2,000
California Thoroughbred Horsemen's Foundation	2,000
Winners Foundation	<u>1,000</u>
Total	<u>\$ 7,000</u>

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The California Thoroughbred Horsemen's Foundation provides assistance to backstretch personnel occupied with the care of thoroughbred horses at California race tracks and authorized training facilities. The organization maintain several clinics throughout the state.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. English". The signature is fluid and cursive, with the first name "Richard" being the most prominent.

Richard M. English

c/c C. Alameda

STAFF ANALYSIS
August 18, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF LOS ANGELES TURF CLUB II AT SANTA ANITA, COMMENCING SEPTEMBER 29, 2021, AND CONTINUING THROUGH NOVEMBER 2, 2021

Los Angeles Turf Club II (LATC II) has filed its application to conduct a Thoroughbred horse racing meeting at Santa Anita as follows:

- September 29, 2021, through November 2, 2021, racing 16 days, six less than proposed for 2020. LATC II proposes to race a total of 123 to 177 races, or 7.69 to 11.06 races per day. Live racing will be conducted October 1, 2021, through October 31, 2021. In 2020, LATC II ran 9.69 races per day with an average of 7.10 runners per race. The average daily purse for the 2020 race meeting was \$623,484. The estimated average daily purse for this proposed meet is \$618,079.

October 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- Racing Friday through Sunday, except second week racing through Monday. Seven to nine races weekdays; eight to 12 races opening day, weekends, and holidays.
- First post 1:00 p.m. weekdays, 12:30 p.m. weekends and holidays. Post times may vary by up to 30 minutes.
- Wagering program will use CHRB and ARCI rules.

LATC II requests approval to use a modified version of ARCI rule for the Pick 6 contest. LATC II also requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

Alternate Wagering Interest

LATC II requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched. Pursuant to ARCI 004-105(G)(4), the Association must receive

authorization from the Board to allow patrons to select an alternate wagering interest.

Pick 6

LATC II requests approval to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ARCI 004-105(G)(2)(g), LATC II is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) it will use to govern the Pick 6. Under the ARCI Model Rules, there are two possible definitions for “unique.” LATC II is requesting approval to use an alternative definition that is not referenced in the ARCI Model Rules or in the CHRB’s rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed LATC II definition.

LATC II also requests approval of a change to the ARCI Model Rules during instances of late surface changes. LATC II requests that on any day in which there is a surface change after the Pick 6 pool has closed, the races are declared a “Win All,” not a “no contest.” Also, LATC II requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day’s net pool is to be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI 004-105(G)(1), the Board has the authority to approve these requested changes.

- Additional wagering information:
 - Early wagering 8:30 a.m. to 10:00 a.m. each race day.
 - \$2 Win, Place, and Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
 - \$1 Exacta on all eligible races.
 - \$0.50 Trifecta on all eligible races.
 - \$0.10 Superfecta wagering on all eligible races.
 - \$2 Daily Double. Requests 20% takeout.
 - \$0.50 Pick 3.
 - \$0.50 Pick 4 on races 2–5 and last four races. No consolation. 100% payout. Alternate runner provision.
 - \$0.50 Pick 5 on first five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day’s Early Pick 5 if no ticket has five winners. Alternate runner provision. Requests 14% takeout.
 - \$0.50 Pick 5 on last five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day’s Late Pick 5 if no ticket has five winners. Alternate runner provision.
 - \$0.20 Pick 6 on last six races daily. If no unique winning ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.
- Payout distribution will be in accordance with ARCI 004-105(G)(2)(g):*
- Net pool and any carryover will be paid to unique winning ticket holder who selected all the first-place finishers.
 - If there is no unique winning ticket, minor share of the pool will be distributed to those who selected greatest number of first-place finishers, and major share will be added to carryover.

- If there is no correct selection of at least one first-place finisher, the day's net pool will be refunded, and any previous carryover pool will be carried over to next scheduled corresponding pool.
- \$1 Super High 5 on all races with seven or more declared starters. 100% payout on all tickets selecting five winners. No consolation. 100% carryover to next race, (including to next race day, if applicable).
- \$5 Daily Double (Golden Hour Double Play) connecting last race of day at Santa Anita Park with last race of day at Golden Gate Fields. Wager will not be offered if last race at Golden Gate Fields goes off before last race at Santa Anita Park. Requests 15% takeout.
- \$1 Pick 4 (Golden Hour Pick 4) connecting last two races of day at Santa Anita Park with last two races of day at Golden Gate Fields. Wager will not be offered if second to last race at Golden Gate Fields goes off before second to last race at Santa Anita Park. No consolidation. 100% payout. Alternative runner provision. Requests 15% takeout.
- Date designated for distribution of carryover pool: Mandatory payout on closing day, October 31, 2021. Board Rule 1976.9, Pick (n) Pool, allows for carryover. Section 1976.9(h) specifies that permission to distribute the Pick (n) carryover on a *specific date and performance* shall be obtained from the Board. The mandatory payout request must contain the intended date and performance for the distribution, and that request must be approved by the Board. The request for mandatory payout distribution on closing day, October 31, 2021, satisfies this requirement.
 - LATC II requests that the Board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least seven days before any such mandatory distribution, and such notification includes a justification for the distribution and explanation of the benefit to be derived.
- Business and Professions Code (BPC) section 19464(b)
 No application for license to conduct a horse racing meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the board, sufficient to assure that all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years.

LATC II's initial race meeting was conducted after 2001. Therefore, it is subject to the provisions of BPC section 19464(b).

Pursuant to BPC 19464(b), LATC II is required to submit a \$100,000 surety bond payable to the Treasurer of the State of California to ensure payment of employee

wages and benefits. LATC II has a \$100,000 surety bond on file that will expire on September 28, 2021. LATC II has indicated it will forward a new surety bond when received.

- Specific changes from the 2020 license application:
 - Reserved seating (clubhouse)—Free to \$20.
 - CH Box Seat—\$10 to \$20.
- Advance deposit wagering (ADW) providers are Xpressbet, TwinSpires, TVG Network, NYRA Bets, and BetAmerica.

Pursuant to BPC Section 19604, specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC section 19604

*To accept wagers on races **conducted in California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

*To accept wagers on races **conducted outside of California** from a resident of California:*

- The ADW provider must be licensed by the Board.
 - There is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.
- Documents received in compliance with BPC section 19604:
 - ADW agreements that allow Xpressbet, TwinSpires, TVG Network, and BetAmerica to accept wagers from California residents on races conducted by LATC II for the entire term of its proposed race meet.
 - Thoroughbred Owners of California approval of the ADW agreements.
 - Requests Jennifer Paige be appointed horse identifier pursuant to Board Rule 1525, Racing Officials Appointed by the Board.
 - Simulcasting conducted with out-of-state racing jurisdictions, pursuant to BPC Section 19602, and with authorized locations throughout California.
 - Track safety inspection has been requested and will be completed before the race meeting begins.

- Inspection of backstretch worker housing has been requested and will be completed before the race meeting begins.
- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927, Fire Prevention, is required. At the July 2021 regular Board meeting, the fire clearance for SLRD was extended through January 31, 2022.
- Los Alamitos Race Course is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927 is required. The fire clearance for Los Alamitos Race Course will be addressed at the August 2021 regular Board meeting as part of the race meet application for Los Angeles County Fair at Los Alamitos.
- LATC II has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website [letter submitted].

Specific information **still needed** to complete this application includes:

1. COVID-19 protocols.
2. Surety bond (expires 9/28/21). (1E)
3. ADW agreement (expires 9/13/21) that allows NYRA Bets to accept wagers from California residents on races conducted by LATC II for the entire term of its proposed race meet. (11B)
4. Fire clearance (inspection schedule for August 2021) for Santa Anita in compliance with Board Rule 1927. (16H)
5. Signed 2021 race meet agreement with Thoroughbred Owners of California. (23B)
6. Signed 2021 race meet agreement with California Thoroughbred Trainers. (23B)

RECOMMENDATION:

If the application is considered for approval, staff recommends that it be approved contingent upon receipt of all outstanding items prior to the start of the race meet.



July 29, 2021

Mr. Rick Pimentel
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Pimentel,

As of today, the following is still outstanding, with respect to Los Angeles Turf Club II, Inc.'s ("LATC") 2021 Fall Race Meet Application:

1. Surety Bond – In accordance with past practices, an updated surety bond will be forward to the Board upon receipt.
2. TOC Agreement – LATC is working with the TOC on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the August Board meeting. LATC will inform CHRB staff in the event any unforeseen issues are encountered.
3. NYRAbets Agreement – LATC's simulcast agent is working with NYRAbets, LLC to finalize a new contract. Either a new contract, or an extension of the current agreement, will be submit to the Board prior to the expiration of the current contract.
4. Fire Clearance Letter – LATC currently anticipates that a fire clearance for Santa Anita Park will be issued no more than 45 days before the start of the meet. The clearance letter will be submitted to the Board upon receipt. However, if the clear letter is issued earlier than anticipated, LATC will submit a Rule 1927 exemption request letter.
5. Covid-19 Protocols – LATC is currently evaluating its current Covid-19 protocols. LATC will be updating the protocols, as needed, given the changing conditions and in consultation with local health authorities and based on the latest state and federal guidance. LATC will submit its Covid-19 protocols to the Board after its review of current protocols and modifications, as needed are completely. However, LATC will submit its revised protocols, if any revisions are necessary given the then-current conditions, at least ten (10) days prior to the start of its meet.
6. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sandler



July 9, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Newby", written in a cursive style.

Nate Newby

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT ASSOCIATION

- A. Name, mailing address, telephone, fax numbers, and the email address for associations contact person:

Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007
Phone (626) 574-7223 **Fax (626) 446-9565**
eric.sindler@monarchmgmt.com

- B. Breed of horse: TB QH H

- C. Racetrack name: **Santa Anita Park**

- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

- E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes No

If no, attach a surety bond in the amount of one hundred thousand dollars.

Surety bond has been extended through September 28, 2021. The renewal certificate will be forwarded to the Board.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing pursuant to Business and Professions Code section 19464(b).

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: **September 29 through November 2, 2021**

- B. Actual dates racing will be held:

2021
October 1, 2, 3, 8, 9, 10, 11, 15, 16, 17, 22, 23, 24, 29, 30, and 31 (16 days)

CHRB CERTIFICATION

Application received: 7/1/21
Deposit received: Yes
Reviewed: RP

Hearing date: 8/18/21
Approved date:
License number:

- C. Total number of days or nights of racing: **16**
- D. Days or nights of the week races will be held:
 Wed - Sun Tues - Sat Other (specify)

**Racing scheduled Friday through Sunday weekly.
 Exceptions: Racing Monday, October 11, 2021**

- E. Number of days or nights of racing per week: **3 days per week with exception of 4 the week of the 11th (October)**

3. RACING PROGRAM

- A. Total number of races: **Estimated between 123 and 177**
- B. Number of races for each day or night:
- **7 – 9 races weekdays**
 - **8 – 12 races opening day, weekends and holidays**

- C. Total number of stakes races: **21**

- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
Attached Pending Stakes Schedule Exhibit 3D

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.
Attached Pending Stakes Schedule Exhibit 3D
2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes).
See attached stakes schedule.
3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted.
Attached Pending Stakes Schedule Exhibit 3D

- E. Will provisions be made for owners and trainers to use their own registered colors?
 Yes No If no, what racing colors are to be used:

- F. List all post times for the daily racing program***:

	Weekdays	Weekends & Holidays
Race 1	1:00 PM	12:30 PM
Race 2	1:30 PM	1:00 PM
Race 3	2:00 PM	1:30 PM
Race 4	2:30 PM	2:00 PM

Date	Name	Purse 2021	2020 Purse	2019 Purse	Age	Distance
10/1/2021	American Pharoah (GI)	\$300,000	\$300,000	\$300,000	2Yo	1 1/16
10/1/2021	Chandelier (GII)	\$200,000	\$200,000	\$300,000	2 Yo Fillies	1 1/16
10/1/2021	Eddie D (GII)	\$200,000	\$200,000	\$100,000	3 & Up	6 1/2 TURF
10/1/2021	Speakeasy	\$100,000	\$100,000	\$100,000	2YO	5 F Turf
10/2/2021	John Henry (GII)	\$200,000	\$200,000	\$200,000	3&up	1 1/4 TURF
10/2/2021	Awesome Again (GI)	\$300,000	\$300,000	\$300,000	3& Up	1 1/8
10/2/2021	Rodeo Drive (GI)	\$300,000	\$300,000	\$300,000	3 & Up FM	1 1/4 TURF
10/2/2021	Santa Anita Sprint (GII)	\$200,000	\$200,000	\$300,000	3&up	6 F
10/2/2021	City of Hope (GII)	\$200,000	\$200,000	\$200,000	3&up	1 M TURF
10/3/2021	Unzip Me	\$75,000	\$75,000	\$75,000	3YO Fillies	6 1/2 TURF
10/3/2021	Zenyatta (GII)	\$200,000	\$200,000	\$200,000	3 & Up FM	1 1/16
10/3/2021	Chillingsworth (GIII)	\$100,000	\$100,000	\$100,000	3 & Up FM	6 1/2
10/3/2021	Zuma Beach	\$200,000	\$100,000	\$100,000	2 Yo	1 M TURF
10/3/2021	Surfer Girl	\$200,000	\$100,000	\$100,000	2 Yo Fillies	1 MTURF
10/9/2021	Swingtime	\$70,000	\$70,000	\$70,000	3 & Up FM	1 M TURF
10/16/2021	Cal Distaff	\$100,000	\$100,000	\$100,000	3 & Up FM (CA)]	6 1/2 TURF
10/17/2021	Cal Flag	\$100,000	\$100,000	\$100,000	3&up (CA)	6 1/2 Turf
10/23/2021	Lure	\$70,000	\$70,000	\$70,000	3 & Up	1 M Turf
10/24/2021	Anoakia	\$75,000	\$75,000	\$75,000	2 Yo Fillies	6 F
10/30/2021	Autumn Miss (GIII)	\$100,000	\$100,000	\$100,000	3YO Fillies	1 M Turf
10/31/2021	Twilight Derby (GII)	\$200,000	\$200,000	\$200,000	3 YO	1 1/8 Turf

\$3,490,000 \$3,290,000 \$3,390,000

Golden State Juv	Del Mar for Breeders Cup
Golden State Juve Fillies	Del Mar for Breeders Cup
Goldikova	Del Mar for Breeders Cup
Senator Ken maddy	Del Mar for Breeders Cup

Race 5	3:00 PM	2:30 PM
Race 6	3:30 PM	3:00 PM
Race 7	4:00 PM	3:30 PM
Race 8	4:30 PM	4:00 PM
Race 9	*5:00 PM	4:30 PM
Race 10	*5:30 PM	*5:00 PM
Race 11	*6:00 PM	*5:30 PM
Race 12	*6:30 PM	*6:00 PM

* **When applicable.**

** **Post times may vary by up to 30 minutes.**

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

- A. Association is a: Corporation (complete subsection C)
 LLC (complete subsection D)
 Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.
Addendum A on file

C. CORPORATION

- Registered name of the corporation: **Los Angeles Turf Club II, Inc.**
- State where incorporated: **California**
- Registry or file number for the corporation: **3481872**
- Names of all officers and directors, titles, and the number of shares of the corporation held by each:
Craig Fravel – President (Officer), 0 Shares
Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares
Rebecca Neimark – CFO (Officer), 0 Shares
Greg Harnish – Secretary (Director and Officer) , 0 Shares
Scott Daruty – Senior Vice President (Officer), 0 Shares
Eric Sindler – Assistant Secretary (Officer) , 0 Shares
- Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **TSG Developments Investments Inc., 100 Shares**
- Number of outstanding shares in the corporation: **100 Shares**
- Are the shares listed for public trading? Yes No
 If yes, on what exchange and how is the stock listed:
- Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Laura Proniuk, Share Register in Toronto, Canada**
Email: laura.proniuk@stronachgroup.com
- If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity: **TSG Developments Investments Inc.**

A. Is parent and/or paired corporation or entity a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.

If yes, answer questions 10-17. Yes No

10. Registered name of the corporation: **Not applicable**
11. State where incorporated: **Not applicable**
12. Registry or file number for the corporation: **Not applicable**
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: **Not applicable**
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **On file with the board**
15. Number of outstanding shares in the corporation: **Not applicable**
16. Are the shares listed for public trading? **Not applicable** Yes No
If yes, on what exchange and how is the stock listed:
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Not applicable**

D. LLC

1. Registered name of the LLC: **Not applicable**
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs and or foreign entities), titles, and the number of shares of the LLC held by each:
5. Are the shares listed for public trading? Yes No
If yes, on what exchange and how the stock is listed:
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
 - A. Is parent and/or paired entity either a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes No
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations other LLCs and foreign entities), titles, and the number of shares of the LLC held by each:
11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed:

E. OTHER **Not applicable**

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant including:

- Statement of Financial Position: also referred to as a balance sheet. Statement should report on applicant's assets, liabilities, contingent liabilities and ownership equity as of the date of the prepared statement.
- Statement of Comprehensive Income: also referred to as Profit and Loss ("P&L") Statement. Statement should include report on applicant's income, expenses, and profits.
- Profit and Loss statement for prior two years race meeting and Profit and Loss statement for projected year race meeting.
- Statement of Changes in Equity: to include the changes of the applicants' equity through the reporting period.
- Statement of Cash Flows: to include a report of the applicant's cash flow activity, particularly its operating investing and financing activities during the reporting period.
- Copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

On file with the Board.

***NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

Craig Fravel – President and Chief Executive Officer, Racing Operations
Aidan Butler – Chief Operation Officer, Racing Operations
Nate Newby – Senior Vice President & General Manager
Scott Daruty – Senior Vice-President
Rebecca Neimark – Chief Financial Officer
Eric Sindler – Assistant Secretary and General Counsel, California Racing Operations

Jason Spetnagel – Vice President of Operations
Amy Zimmerman – Senior Vice President & Executive Producer

Mituh Carrillo – Health & Safety Manager
Dan Cirimele – Senior Director of Marketing
Denise De Anda Cordova – Director of Labor Relations
Eric Gaffney – Executive Director of Sales & Hospitality
Randy Hartzell – Director of Pari-Mutuels
Jesse Martinez – Track Supervisor
Chris Merz – Director of Racing & Racing Secretary
Dennis Moore – Track Surface Consultant
Lou Scalera – Chief of Security
Jeannine Scott – Director of Human Resources
Pete Siberell – Director of Community Service and Special Projects
Pamela Walden – Director of Groups
Mike Willman – Director of Publicity
Rebecca Young – Director of Catering
Jay Cohen – Hornblower
Frank Mirahmadi – Public Address Commentator/Announcer

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s).

Eric Sindler – General Counsel, California Racing Operations
Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007 Phone (626) 574-7223 **Fax (626) 446-9565**
Email: eric.sindler@monarchmgmt.com

5. TAKE OUT PERCENTAGE

1. If this is a thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: **Pick 5** Proposed percentage: **14%**
DD Proposed Percentage: **20%**
Special DD Proposed Percentage: **15%**
Special P4 Proposed Percentage: **15%**

- A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the thoroughbred association and the horsemen’s organization for the meeting of the thoroughbred association accepting the wager.

Attached

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

Year	Handle	Attendance	
2020	\$194,746,408	0	COVID-19 On Track Closed
2019	\$189,568,324	110,039	
2018	\$232,942,990	157,789	
2017	\$182,467,846	140,342	
2016	\$194,597,987	151,090	

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):

- A. Purse distribution:

1. All races other than stakes:
 Current meet estimate: **\$5,688,729**
 Prior meet actual: **\$5,682,260**



June 5, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club II, Inc. ("LATCII"), after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during LATCII's 2021 Autumn Meet, September 29, 2021 through November 2, 2021.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick-5 – A \$0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%.
- Golden Hour Double Play: \$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
- Golden Hour Pick 4: \$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.

Very truly yours,

Nate Newby
Senior Vice President & General Manager

285 West Huntington Drive, Arcadia, CA 91007



June 6, 2021

Mr. Scott Cheney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Players Pick 5

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the “Players Pick-5” on the first five (5) races of the day subject to a 14% takeout during their fall race meet, September 29, 2021 through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Eric Sindler



June 6, 2021

Mr. Scott Cheney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Rolling Doubles Wager

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its fall race meet, September 29, 2021 through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Greg Avioli". The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler



June 6, 2021

Mr. Scott Cheney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Golden Hour Double Play Wager

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of a new late daily double tying the last race at Santa Anita Park and the last race at Golden Gate Fields (“the Golden Hour Double Play”), subject to a 15% takeout, on each racing day of its fall race meet beginning September 29, 2021 and continuing through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Greg Avioli'. The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler



June 6, 2021

Mr. Scott Cheney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Golden Hour Pick 4 Wager

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of a new wager tying the last two races at Santa Anita Park and the last two races at Golden Gate Fields (“the Golden Hour Pick 4”), subject to a 15% takeout, on each racing day of its fall race meet beginning September 29, 2021 and continuing through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Greg Avioli'. The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler

Average Daily Purse (7 A1 ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$355,546**
 Prior meet actual: **\$355,141**

2. Overnight stakes:

Current meet estimate: **\$290,000**
 Prior meet actual: **\$290,000**

Average Daily Purse (7 A2 ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$18,125**
 Prior meet actual: **\$18,125**

3. Non-overnight stakes:

Current meet estimate: **\$3,200,000**
 Prior meet actual: **\$3,034,000**

Average Daily Purse (7 A3 ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$200,000**
 Prior meet actual: **\$189,625**

4. Total Purses: (7A1+7A2+ 7A3)

Current meet estimate: **\$9,178,729**
 Prior meet actual: **\$9,006,260**

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate: **14.7%**
 Prior meet actual: **6.3%**

Average Daily Purse (7 B1 ÷ number of days):

Current meet estimate: **.92%**
 Prior meet actual: **.39%**

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):

Current meet estimate: **\$542,301**
 Prior meet actual: **\$794,852**

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization

Current meet estimate:

Prior meet actual:

NTRA	\$ 8,254	\$ 8,996
TOC	63,989	66,256
CTT Pension	63,989	66,256
CTT Admin.	<u>31,994</u>	<u>33,128</u>
Total	\$ 168,226	Total \$ 174,636

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):

Current meet estimate: **\$9,889,256**

Prior meet actual: **\$9,975,748**

Average Daily Purse (7 E ÷ number of days):

Current meet estimate: **\$618,079**

Prior meet actual: **\$623,484**

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: **\$2,235,324**

Prior meet actual: **\$ 977,245**

Average Daily Purse (7 F ÷ number of days):

Current meet estimate: **\$139,708**

Prior meet actual: **\$ 61,078**

- G. Purse funds to be generated from interstate handle:

Current meet estimate: **\$4,163,540**

Prior meet actual: **\$5,887,867**

Average Daily Purse (7 G ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$260,221**

Prior meet actual: **\$367,992**

- H. Bank and account number for the Paymaster of Purses' purse account: **On file**

- I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:

Bowen, McBeth Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730

Phone: (909) 944-6465

Email: craigbmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: **1,950**
- B. Minimum number of stalls believed necessary for the meeting: **1,853**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **1,345**
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- **Los Alamitos – 850**
 - **SLR Training Center – 495**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.
On file with the board.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **1,950**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall:
- Estimated \$15.53 per day, per stall**
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse:
- **Los Alamitos \$180 RT**
 - **SLR Training Center \$360 RT**

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:

There is a rotation of private veterinarian's onsite during training hours and during racing hours.

1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites.

Veterinarians employed by Santa Anita Park are at the racetrack and available for on-track emergencies at all times that the racetrack is open for racing or training. Additionally, private veterinarians are on the backside during racing and training. That coverage is managed as a part of their normal private practice. A Santa Anita Park veterinarian will be on site during training hours until the track closes.

Veterinarian's Available for Emergency Services at Santa Anita 2021 Autumn Meet

Veterinarian	Phone	Practice
Anderson, Elizabeth	626-808-2508	Sheilds
Araujo, John	626-893-7612	Self
Arthur, Rick	626-665-8130	UCD-SVM/CHRB
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Simpson/Dowd
Blea, Jeff	626-862-6149	Blea/Von Bluecher
Blue, Melinda	626-233-9922	Blue
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Dowd, Joe	818-400-7498	Simpson/Dowd
Finley, Jenn	626-422-6412	Blea/Von Bluecher
Grande, Tim	626-476-8743	LATC/CHRB
Hunkin, Dawn (Bloomer)	626-862-6150	Blea/Von Bluecher
Simpson, Ted	818-970-1536	
Stead, Dana	970-310-4449	LATC
Steppe, Mike	951-318-7335	
Valko, Karen	951-317-7935	
Von Bluecher, Helmuth	626-862-6147	

The schedule of which SAP vet is on track changes monthly. Their contact information is as follows:

Dr. Laurie Bohannon – 916-202-7052
Dr. Jay Deluhery – 707-339-6347

10. PARI-MUTUEL WAGERING PROGRAM

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; RCI #VE

See attached wagering menu which includes bet minimum, rules, and additional wagering information.

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program, or that are not being carried forward from the previous year’s pari-mutuel wagering program.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:

Mandatory payout on closing day, October 31, 2021. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least seven (7) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.

- D. List any options requested with regard to exotic wagering: **See attached**

- E. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin? Specify days and time for “early bird” wagering:

Each race day from 8:30am to 10:00am

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:

Keith Johnson
AmTote International Inc.
11200 Pepper Road
Hunt Valley, MD

Expires August 21, 2020 with option to extend to 2025
Phone: (800) 345-1566

Santa Anita Park Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special Late DD	Special Late P4
1	X	X	X	X	X	X	X				X			X		
2	X	X	X	X	X	X	X	X					*	X		
3	X	X	X	X	X	X	X						*	X		
4	X	X	X	X	X	X	X		*			*	*	X		
5	X	X	X	X	X	X	X		*	*		*	*	X		
6	X	X	X	X	X	X	*		*	*		*	*	X		*
7	X	*	X	X	X	*	*		*	*		*	*	X	*	*
8	X	*	X	X	X	*	*		*	*		*	*	X	*	*
9	X	*	X	X	X	*	*		*	*		*	*	X	*	*
10	X	*	X	X	X	*	*		*	*		*	*	X	*	*
11	X	*	X	X	X	*	*		*	*		*	*	X	*	*
12	X	*	X	X	X	*	*		*	*		*	*	X	*	*
13	X	*	X	X	X	*	*		*	*		*	*	X	*	*
14	X		X	X	X									X	*	*

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Pick 3.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on: race 5 if 11 race card, race 6 if 12 race card; race 6 if 13 race card, race 7 if 14 race card; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) ¹ ; ARCI 004-105(G)(16)(b)(i) ²	23.68%	\$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).
Golden Hour Double Play (Special Late DD)	CHRB 1957	15.00%	\$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
Golden Hour Pick 4 (Special Late P4)	CHRB 1976.9	15.00%	\$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.

¹We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

²Only if the request made in the letter dated June 30, 2021 is denied.



June 30, 2021

Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Rainbow Pick 6, Late Surface Change, and Mandatory Payout Day

Scott,

This letter is in regards to Los Angeles Turf Club II, Inc.'s ("LATC") "Application for License to Conduct a Horse Racing Meeting" for the time period of September 29, 2021 through November 2, 2021 (the "Race Meet Application").

As specified in the Race Meet Application, LATC wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

Definition of Unique

Additionally, pursuant to ARCI 004-105(G)(2)(g), LATC is required to identify which definition under ARCI 004-105(G)(16)(b) LATC will use to identify a unique ticket. LATC requests that a combination of the two definitions to define unique be used. Specifically, LATC wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above.

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define “unique.”

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, “the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances.”

LATC requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a “Win All,” not a “no contest.”

LATC also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day’s net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, LATC is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day’s major share (unique share) will be added to day’s minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day’s net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

LATC requests these modifications be approved as part of its license application.

Sincerely,



Eric Sindler

cc: Rob Brodник
Nate Newby

G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

See attached wagering menu

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting:

- Xpressbet**
- Twinspires**
- TVG**
- NYRABets**
- Bet America**

B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.
On file with the board.

C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval. **On file with the Board**
If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen’s organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen’s organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering:
Southern California Off-Track Wagering, Inc.

B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
The SCOTWINC agreement is on file with the Board.

C. California simulcast facilities the association proposes to offer its live audiovisual signal:
Exhibit 12C/F

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
Exhibit 12D/E

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:
Exhibit 12D/E



June 6, 2021

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Santa Anita (LATC II) 2021 Fall Race Meet ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Angeles Turf Club (LATC II) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LATC II, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC II shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on LATC II and other Thoroughbred races during the 2021 fall race meeting, September 29, 2020 through November 2, 2021, as follows:

1. California wagering on LATC II races:

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

2. California wagering on out-of-state Thoroughbred races:

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

C A RMAN GARY FENTON
PRES DENT & CEO GREG AV O
EXEC T VE D RECTOR MARY FORNEY
ADM N STRAT VE ASS STANT E SA PERON

enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

- b. BetAmerica may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. Out-of-state wagering on LATC I races:

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than % of gross out-of-state handle wagered by out-of-state account holders, plus a % California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than % of takeout (which includes a % California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, and Watch and Wager.

Very truly yours,



Greg Aviola, President & CEO

cc: Tom Varela

SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

Tilted Kilt (mini-satellite)
1345 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

Pechanga Casino (mini-satellite)
4500 Pechanga Pkwy.
Temecula, CA 92592

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

NORTHERN CALIFORNIA

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Golden Gate Fields
1101 Eastshore Highway
Berkeley, CA 94710

Fresno Club One
1033 Van Ness Ave.
Fresno, CA 93721

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

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

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

Sonoma County Fair
1350 Bennett Valley Rd.
Santa Rosa, CA 95402

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

**Santa Anita
Commingled Locations**

Exhibit 12D/E

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Scioto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Belterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton ADW
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thistledown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpires
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpires High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumelela	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewiston OTB's	Premier Gateway International	Youbet Group 1
Millenium Racing	Lien Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
Divi Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	Separate Pool Locations
Corpus Christi Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gaming Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Caliente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

- F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:
Exhibit 12C/F
- G. For THOROUGHBRED racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

- | | |
|---|---|
| <ul style="list-style-type: none"> Arlington Assiniboia Australia Racing Belterra Canterbury Century Downs Century Mile Churchill Downs Delaware Park Delta Downs Ellis Park Emerald Downs Evangeline Downs Fair Grounds Fort Erie Gulfstream Park Hastings Park Hawthorne Indiana Grand Keeneland Kentucky Downs Laurel Park Lone Star | <ul style="list-style-type: none"> Louisiana Downs Mahoning Valley Monmouth Park Mountaineer Park NYRA - Aqueduct, Belmont, Saratoga Oaklawn Park Parx (Philly Park) Penn National Pimlico Prairie Meadows Presque Isle Retama Park South America Racing Sunland Park Sunray Park Tampa Bay Downs Thistledown Turf Paradise Turfway Park United Kingdom Woodbine Zia Park |
|---|---|

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- H. For QUARTER HORSE racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	Full Card

- I. For STANDARD BRED racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races

- J. For ALL racing associations, list imported simulcast races the association plans to receive which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track Breed of Horse Race Dates Number of Races to be Imported

- K. For ALL racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provision of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within 3 calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering, and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vaning deductions. Every association shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:

**Board of Directors
Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007**

- B. Names and addresses of the trustees or directors of the distributing agent:

**Eric Sindler, General Counsel, California Racing Operations
Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007**

- C. Dates the association will conduct races as charity racing days OR:

- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 19550(b)? Yes

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall

be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Stead
Clerk of Scales	Kevin Colosi
Clerk of the Course	Linda Ramirez
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo Jr.
Patrol Judges	Karen Denovel, Randy Valdez
Placing Judges	Bob Moreno, Karen Denovel, Michael Burns
Starter	Jay Slender
Timer	Dane Nelson

B. Management officials in the racing department:

Director of Racing, Racing Secretary	Chris Merz
Racing Coordinator	Jason Egan
Assistant Racing Secretary	Zac Soto
Paymaster of Purses	Bridget Crawford
Assistant Clerk of Scales	Charles McCaul
Others (identify by name and title)	

C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:

Ms. Barbara Weinstein
9582 Hamilton Ave., Suite 265
Huntington Beach, CA 92626 **Phone: (714) 964-7102**

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:

Plusmic Corporation USA **Expires: December 31, 2021**
Bill O'Brien

E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.

Jim Porep, Jr., President **Contract valid through the meet.**
Pegasus Communications, Inc.
16633 Ventura Blvd., Suite 1010
Encino, CA 91436 **Phone: 818/907-1900**
Major video and camera equipment listing attached, Exhibit 14E

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:

Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.

SAP Camera List June, 2021

Pegasus Comm, Inc. 16633 Ventura Blvd Ste 1010, Encino CA 91436

Jim Porep 951-314-6348

Cam #	Location	Camera	Type	Lens Type
1	Pan camera 1	Sony HXC-100k	Hard	Canon 55x
2	Pan camera 2	Sony HXC-100k	Hard	Canon 55x
3	Dirt 7/8 tower	Sony HXC-100k	Hard	Canon 50x
4	Turf 7/8 tower	Sony HXC-100k	Hard	Canon 50x
5	Dirt 3/8 tower	Sony HXC-100k	Hard	Canon 50x
6	Turf 3/8 tower	Sony HXC-100k	Hard	Canon 50x
7	1/4 pole tower	Sony HXC-100k	Hard	Canon 50x
8	Turf Hill tower	Sony HXC-100k	Hard	Canon 33x
9	Tote Board (Reverse Finish)	Sony HXC-100k	Hard	Canon 20x
10	Tunnel exit	Sony HXC-100k	Hard	Canon 20x
11	Walking ring Tower	Sony HXC-100k	Hard	Canon 20x
12	Paddock Interview	Sony HXC-100k	Hand Held	Canon 50x
13	JIB - Winner's Circle	Sony HXC-100k	25ft Jib	Canon 20x
14	JIB - Infield	Sony HXC-100k	25ft Jib	Canon 20x
15	Ground Level / Winner's Circle	Sony HXC-100k	Hard	Canon 20x
16	Paddock Set	Sony HXC-100k	Remote Slide	Canon 20x
17	Mez / Paddock Overlook	Sony	Remote	
18	SB Robo East	Sony	Remote	
19	SB Robo West	Sony	Remote	
20	SB Cable Cam East	Canon	Remote	
21	SB Cable Cam West	Canon	Remote	
22	SB Box 1	Marshall	Fixed	
23	SB Box 2	Marshall	Fixed	
24	Workout Camera	Marshall	Fixed	
25	RF Overhead Gate (Dirt)	Marshall		
26	RF Overhead Gate (Turf)	Marshall		
27-36	RF Gate Stall Cameras (10 cams)	Marshall	Fixed	Marshall
37	RF Gate Camera	Panasonic / LiveU	Hand Held	
38	Paddock Tree Cam	Sony	Remote	
39	Mez / Paddock Overlook	Sony	Remote	
40	Clockers' Corner Cam	Sony	Remote	
41	Speaker Pole Cam (Paddock Exit)	Sony	Remote	
42	Tunnel Cam POV	Marshall	Fixed	
43	Stewards POV	Marshall	Fixed	
44	Shutter Camera	ForA	Fixed	Canon
45	Announcer Cam POV	Canon	Fixed	
46	Turf Chute Tower	Black Magic Design	Hard	20x
47	Turf Chute Pole PTZ	Sony	Remote	20x
48	5/16 Camera	Pelco	Remote	

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.

Lou Scalera, Chief of Security
Dan Pfau, Assistant Chief of Security
Front Side Security Office (626) 574-6406
Stable Security Office (626) 574-6469
Organizational Chart: (Exhibit 15A)

- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:

1 Chief of Security
1 Assistant Chief
1 Secretary
1 Stable Security Manager
1 Supervisor Investigator

1 Full-time/8 Part-time Investigators
36 Security Guards
13 Gatemen
1 Stable Credentials Secretary

1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races

2. Detention Stalls:

- A. Attach a plan for use of graded stakes or overnight races.
Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races

- B. Number of security guards in the detention stall area during a 24-hour period.
Four Security Guards

- C. Describe number and location of surveillance cameras in detention stall area.
Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121)

3. TCO2 Testing:

- A. Number of races to be tested, and number of horses entered in each race to be tested.
Will follow CHRB staff directives.

- B. Plan for enhanced surveillance for trainers with high-test results.
In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB.

- C. Plan for detention stalls for repeat offenders.
In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB.

- D. Number of security personnel assigned to the TCO2 program.
As needed per the advice of CHRB staff.

**SANTA ANITA PARK
SECURITY LIVE RACING**

Chief of Security
Lou Scalera

Assistant Chief of Security
Dan Pfau

Office Assistant
Tencha Diaz

FRONTSIDE SECURITY

STABLE SECURITY

Area Managers

- Sam Capuano
- Mitzuh Carrillo
- Hector Feliciano
- Rex Fisher
- Mike Flanagan
- Ray Larriva
- George Mendoza
- Dan Pfau
- Chris Thiffault

Uniform Security Officers

- Jose Alvarez
- Daniel Aragon
- Ruben Arias
- John Butler
- Richard Cantu
- Berenise Cardoso
- Nelson Cuellar
- Ben Denovel
- Stephen Flaherty
- Cesar Franco
- David Gonzales
- Carroll Gray Jr
- Robert Hadley
- Ollis Hartley
- Abel Iniguez
- David Jimenez
- Sergio Lozano
- Sgt Mark Mattick
- Anthony Mora
- Michael Phillips
- Allen Redding
- Louis Rodriguez
- Vladimir Roy
- Axel Sandoval
- Kenneth Shiba
- John Vergo
- Aaron White

Parking Patrol Officers

- Fernando Valenzuela

Stable Security Supervisors

- Sgt. Mike Veladez
- Sgt. Paul Nalbandian

Stable Credentials

- Corina Carter

UNIFORM SECURITY OFFICERS

- Byron Carter
- William Griffin
- Brandon Islas
- John Lo
- James White

Stable Gateman

- Eduardo Barsallo
- Al Castaneda
- Mari Comsa
- Manny Diaz
- Raymundo Franco
- Frank Garcia
- Yolidaved Garcia
- Cesar Hernandez
- Clyde Higgins
- Luis Holguin
- Shandra Hudson
- Joann Lopez
- Jo Linda Palmer
- Ignacio Ramirez

C. Describe the electronic security system:

The electronic security system consists of video cameras with the ability to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.

1. Location and number of video surveillance cameras for the detention stall and stable gate.

Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approximately 1,100 additional surveillance cameras to the backside and "gap".

D. For night racing associations. Describe emergency lighting system: **Not applicable****16. EMERGENCY SERVICES**

A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:

**Symons Ambulance
Jeff Grange
18592 Cajon Boulevard
San Bernardino, CA 92407**

Phone: (909) 880-2979

1. Attach a certification from the ambulance service(s) listed in 16.A., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

**Staff on track ambulance includes: 2 Paramedics
Exhibit 16A**

B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

**Los Alamitos: Huntington Ambulance, LLC
Stacey O'Bryan, President
PO Box 145
Sunset Beach, CA 90742**

Phone: (562) 904-1550

**SLR Training Center: Richard F. Roesch, President
Mercy Medical Transportation Inc.
2537 Old San Pasqual Rd.
Escondido, CA 92027**

Phone: (760) 525-2688

1. Attach a certification from the ambulance service (s) listed in 16.B., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

- **Los Alamitos: Staff by Paramedics with support from Orange County Fire-paramedics. Exhibit 16B**
- **SLR Training Center: On track ambulance includes two paramedics. Exhibit 16B**

C. Describe the on-track first aid facility, including equipment and medical staffing:



Monday June 7, 2021

To: Paige Richard

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Ambulance are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Ryan Merchant
Director of Operations
(951) 880-6263
rmerchant@symonsambulance.com

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

June 6, 2021

Dear CHRB Board,

I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's (Emergency Medical Technicians) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

Stacey O'Bryan - President
Huntington Ambulance, LLC

MERCY

*Medical
Transportation
Inc.*

June 14, 2021

Paige Rickerd
Los Angeles Turf Club, Inc.
Santa Anita Park
285 W Huntington Drive

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,



Richard F Roesch
President
Mercy Medical Transportation, Inc.
Phone: 760-525-2688
Email: rick@mercymedtrans.com

Valley Center Office
27350 Valley Center Road
Valley Center, CA 92082
(760) 751-9797 – Office
(760) 751-8880 – Fax

Description of Santa Anita First Aid Office (Live Racing)

SERVICES (Mission)

- Yearly Jockey Physicals;
- Preventive and curative medical services for jockeys;
- Urgent care facility for jockeys;
- Urgent care for patrons and Santa Anita employees.

STAFFING

- Contracted Track Physician
- Contracted Paramedics (2 on the track) and (2 in First Aid)
- Licensed Emergency Ambulance

EQUIPMENT

- Basic First Aid Supplies (i.e. bandages and wound care);
- Oxygen equipment;
- Backboard, cervical collars, and splints;
- Blood pressure monitoring.

AVAILABILITY

- When gates open until after last race

- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If quarter horse racing association sees D.1.:

Dr. David Skinner
10010 California Avenue
South Gate, CA 90280

Phone: (323) 567-2425

Dr. Tri Minh Vo
10107 Valley Boulevard
El Monte, CA 91731

Phone: (734) 277-3087

1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a):

Arcadia Methodist Hospital
300 W. Huntington Drive
Arcadia, CA 91007

Phone: (626) 445-4441

- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:

Arcadia Methodist Hospital
300 W. Huntington Drive
Arcadia, CA 91007

Phone: (626) 445-4441

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:
Exhibit 16F

- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):

Mitzuh Carrillo, Health & Safety Manager
Emily Mayorga, Assistant to the Health & Safety Manager



EMERGENCY MEDICAL PROCEDURES
FOR ON-TRACK INJURY TO JOCKEYS

“FIRST RESPONSE”

- In the event of an accident, LATC Trakside Human Ambulance “Unit 41T “ which is manned by LATC-contracted EMTs and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending EMT’s shall arrive equipped with basic cardiac life support (BCLS), AED, and full C-spine equipment
- An “on-site evaluation” of injuries to the jockey(s) shall be made by Unit 41T.



“ON-SITE EVALUATION”

- Based on the EMT’s “on-site evaluation” of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to Methodist Hospital Emergency Room.
 - If on-site treatment is deemed sufficient, Unit 41T shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
 - If off-site treatment is deemed necessary Unit 41 will have the Security Department (channel 1) contact the emergency room and advised them of the situation. Unit 41 will then transport jockey(s) to Methodist Hospital Emergency Room.



“INJURY TREATMENT”

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical judgment;
 - If deemed necessary Unit 41T will transport the injured jockey(s) to Methodist Hospital.
 - If more than two jockeys need to be transported to the hospital, the City of Arcadia Fire Department will be requested for assistance in transportation.



(Spanish)

PROCEDIMIENTO MEDICO de EMERGENCIAS
PARA HERIDAS A JINETES EN LA PISTA

“PRIMEROS AUXILIOS”

- En el evento de un accidente, la ambulancia humana de LATC “Unidad 41T” es manejada por las EMT’s contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder inmediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (BCLS), AED, y equipo para la espina dorsal.
- Un evaluacion de las heridas al jinete seran hechas en sitio del accidente por la Unidad 41T.



“EVALUACION EN EL SITIO DEL ACCIDENTE”

- La decision de transporter al jinete a la sala de emergencias del Hispital Methodistista o de ser tratado en la oficina de primeros auxilios del hipodromo sera basada en la evaluacion hecha por el EMT en el sitio del accidente sobre las heridas sufridas.
 - Si el tratamiento es suficiente en el sitio del accidente. La Unidad 41T transportara al jinete directamente a la oficina de primeros auxilios donde el doctor del hipodromo sera el proveedor medico primario.
 - Si se cree que es necesario la Unidad 41T se comunicara con el departamento de seguridad (Canal 1) para que ellos le informen a la sala de emergencias y avisen sobre la situacion. La Unidad 41T entonces transportara el jintete a la Sala de Emergencias del Hospital Methodistista.



“TRATAMIENTO DE LAS HERIDAS”

- Si el jinete herido es tratado en la oficina de primeros auxilios, el doctor del hipodromo sera el proveedor medico primario al no ser que el doctor del hipodromo entregue custodia del paciente basado en su dictamen medico;
 - Si se cree necesario la Unidad 41T transportara al jinete al Hospital Methodistista.
 - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al Departamento de Bomberos de la Ciudad de Arcadia de sus asistencia en la transportacion.

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

Exhibit 16H

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details):

**Liberty Mutual Fire Insurance Company
PO Box 989000
West Sacramento CA 95798
Policy # WA2-B7D-170912-010 Expires 6/30/2021
The renewal certificate will be forwarded to the Board.**

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

Exhibit 16J

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:

Does the association provide its own concessions? Yes No

HANDICAPPERS

**Bob's Card Incorporated (CHRB-25A and CHRB-87 on file with CHRB.)
Jeff Bohland
5090 Montville Trail
Medina, OH 44256**

**Duke Racing Selections (CHRB-25A and CHRB-87 on file with CHRB.)
c/o John Acquarelli
4615 Trieste Drive
Carlsbad, CA 92008**

**Today's Racing Digest, Inc. (Exempt from CHRB-25A and CHRB-87)
Jason Karches
5790 Miramar Road, Suite 203
San Diego, CA 92121**



SANTA ANITA PARK

August 4, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each race meet. It is anticipated that the Arcadia Fire Department will issue a fire clearance letter for Santa Anita Park slightly more than 45 days before the start of Los Angeles Turf Club II, Inc.'s ("LATC II") 2021 fall meet. LATC II will submit the fire clearance letter for Santa Anita Park to the board upon receipt.

If the Arcadia Fire Department does issue the fire clearance letter more than 45 days before the start of LATC II' 2021 fall meet, LATC II is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Santa Anita Park perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,



Nate Newby

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

Santa Anita's Autumn Meet will be operated in full compliance with all local health and governmental orders. If spectators are allowed on site, the following plans will be in effect:

A. Attach a copy of the promotional and marketing plans for the race meeting: **On file with the board**

B. Promotional/ Marketing budget for this race meeting: **On file with the board**

Promotional/Marketing budget for prior race meeting: **On file with the board**

C. Number of hosts and hostesses employed for meeting:

- 10* - Group Sales handicapping aides to assist newcomers**
- 11* - Food and Beverage hostess's (11 weekends, 4 weekdays)**
- 16* - SST's Mutuel staff (14 on weekdays and 16 on weekends)**
- 10* - Wagering Ambassadors setup throughout the facility and with groups**

***Estimates**

D. Describe facilities set aside for new fans:

Customer Service – Paddock Room, Breezeway Customer Relations deck, Mainline 1, and Club 1 are designated areas specifically to assist fans with general racing information.

THOROUGHBREDS Centers – There are two locations that are open every racing day in Mainline 1 and in the Turf Terrace. The Turf Terrace TBREDS location also assists with large transaction players. The Infield Center is also open on the weekends and the South TBREDS Center when needed for specific promotions.

Information Windows – Mainline #2, Club #1, Mezzanine #2, and Frontrunner have full service information windows that can perform most transactions for customers to acquire wagering funds. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional information window for the Infield customers.

XpressBet – Mainline #2 and Mezzanine is available for new sign ups and account maintenance for advance deposit wagering customers.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

1. Horsemen
2. Fans
3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from the previous year: **All pricing subject to change pending LA County COVID protocols.**

Admission (general)	\$5.00	Weekends & Holidays
	Free	Weekdays (Thursday/Friday)
Admission (clubhouse)	\$10.00	Weekends & Holidays
	Free	Weekdays (Thursday/Friday)
Reserved seating (general)	Free	

Reserved seating (clubhouse)	\$20.00**	
CH Box Seat	\$20.00 **	
Parking (general)	\$4.00	Weekends & Holidays
	Free	Weekdays (Thursday/Friday)
Parking (preferred)*	\$5.00	
Parking (valet)	\$10.00	
Programs (on-track)	\$2.50	
Programs (off-track)	\$2.50	

* Will vary depending upon Group packages sold
 ** Subject to change after review / Change from previous year

B. Describe any "Season Boxes" and "Turf Club Membership" fees:

Annual Season Box 2021:

Seating for Winter/Spring & Autumn Meets:

Finish Line Box:	4 Seats	\$3,700
	6 Seats	\$5,500
	8 Seats	\$7,400
Premium Box:	4 Seats	\$2,300
	6 Seats	\$3,400
	8 Seats	\$4,600
Section F&G	4 Seats	\$1,200
	6 Seats	\$1,800

C. Describe any "package" plans such as combined parking, admission and program: **Not applicable**

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters:

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many	<input style="width: 50px;" type="text" value="40+"/>
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input checked="" type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers:
Same amenities as above, but in separate quarters. Shared food and beverage area.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet. **CHRB inspection pending; Health Department inspection pending.**

B. Number of rooms used for housing on the backstretch of the racetrack: **445**

C. Number of restrooms available on the backstretch of the racetrack: **39 Restrooms (116 toilets, 99 lavatories, 45 urinals, 64 showers)**

D. Estimated ratio of restroom facilities to the number of backstretch personnel: **1 to 47**

22. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line:

5280

 feet.

- B. Describe the type of track surface at the facility, including the specific track surface composition:

Santa Anita has a Dirt Track. The composition is made up of approximately 86% Sand and 14% Silt and Clay.

- C. The percent of cross slope in the straight-aways is: **3%**
The percent of cross slope in the center of the turns is: **5%**

- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.

Inside rail of the main track has metal goosenecks with a 6 inch aluminum rail and covering. Main track outside rail is a 4 inch round rail on a metal gooseneck. Turf Course has metal gooseneck with a 4 inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail is a 2 inch metal rail.

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:

**Dennis Moore, Consultant
Andy LaRocco, Track Superintendent**

- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

Dirt Track

The main (dirt) track racing surface will be harrowed to a depth of 3 1/2" every racing day. These depths and procedures will provide a consistent, formful and safe racetrack each racing day.

When rainy weather is forecast and imminent, the track crew will "seal" the main track. The process of sealing is accomplished by driving a multi-rubber tire roller or truck around the track, thereby affecting a sealed or packed condition on the surface. When this is done before the rain is expected, most of the rain will run off the track toward and under the inside rail, with very little water seeping into the track itself. When substantial rainfall occurs, the surface will normally provide a safe footing for the next racing day, albeit with a track condition labeled as "sloppy" or "muddy."

When the dirt track is not sealed (by rolling) and receives a least a moderate amount of rain, the track is considered "off." Under these conditions, the track is "floated" with the steel floats behind the tractors. Floating smoothes the hoof prints and squeezes excess water to the surface where it drains or evaporates.

If not enough rain falls to soften the cushion; the cushion is then cut open and harrowed to the standard depths stated in the first paragraph. Again, Santa Anita will advise its patrons, whenever possible, when the track has been sealed.

Turf Course (Revised 7/2016)

The turf track consists of two courses, a 6-acre hill course and a 10-acre oval. The hill track averages 65 feet wide and has temporary rail positions of 0, 7 and 15 feet. The oval is 80 feet wide and has four rail positions of 0, 10, 20, and 30 feet. The rail is moved to more evenly spread the wear across the track and to allow the turf to recover from the damage caused by the horses.

The position of the temporary rail does not change the distance of the race noted in the official program. The starting point of the race and marker poles is changed to compensate for the difference in rail position. All 1³/₄, 1¹/₂, 1¹/₄ and 6¹/₂ furlong races originate from the hill portion of the track, but end on the oval portion of the track. All 1 1/8 and mile races start and end of the oval.

- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing. **Not applicable**

23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state): **No Exceptions**
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
TOC – Agreement will be forwarded to Board upon completion.
CTT – If an agreement is reached, it will be forwarded to the board upon receipt.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **On file with the board.**
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made). **On file with the board**
- E. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state): **No exceptions**
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association except as follows (if no exceptions, so state): **No exceptions**

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of October 26, 2017 (the "Effective Date") by and between the Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (collectively "LATC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

Recitals

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement describe LATC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

Agreement

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, LATC, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.
2. Cost to Horsemen. The owner shall pay to LATC (on a per administration basis) an amount equal to thirty-five dollars (\$35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to LATC. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to LATC. LATC may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.
3. Number of Veterinarians and Technicians. LATC shall initially hire one (1) furosemide veterinarian and three (3) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

veterinarian. If LATC decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, LATC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

a. By way of this Agreement, each individual Thoroughbred owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify LATC and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys, and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft, and any and all other actions or inactions related to the evidence bag and/or syringe after LATC has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. TOC and CTT Covenants.

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and

may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. LATC, TOC, and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than LATC, TOC, and CTT. Except for LATC, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

The Parties have entered into this Agreement as of the date first written above.

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: Scott Daruty
Name: SCOTT DARUTY
Title: VICE PRESIDENT

By: Scott Daruty
Name: SCOTT DARUTY
Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The Parties have entered into this Agreement as of the date first written above.

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By:  _____

By: _____

Name: Greg Avioli

Name: _____

Title: President & CEO

Title: _____

The Parties have entered into this Agreement as of the date first written above.

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: _____

By: _____

Name: _____

Name: _____

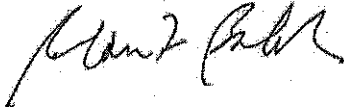
Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: _____

By:  _____

Name: _____

Name: Alan F. Balch

Title: _____

Title: Executive Director

Exhibit A

Santa Anita Park Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Exhibit A

Santa Anita Park Furosemide Protocol

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.
7. The trainer of any horse to be entered in a race in a race at Santa Anita Park shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any

previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Santa Anita Park or have arrived at Santa Anita Park no later than 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if LATC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at Santa Anita Park or have not arrived at Santa Anita Park by 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Santa Anita Park that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if LATC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Santa Anita Park no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Santa Anita Park, if the horse is not stabled at Santa Anita Park, LATC security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
 - a. All furosemide eligible horses are assigned to a veterinarian or technician.
 - b. Only one furosemide veterinarian or technician is assigned to each horse.
 - c. Furosemide ineligible horses are not assigned for furosemide treatment.
 - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
 - a. The furosemide veterinarian, or technician, shall:
 - i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

1. The respondent's disciplinary history is hereby reviewed and found to be consistent with the findings of the hearing. The respondent is hereby notified that the hearing is final and that the respondent has the right to appeal the findings of the hearing to the Commission on Human Rights. The respondent is hereby notified that the hearing is final and that the respondent has the right to appeal the findings of the hearing to the Commission on Human Rights.

2. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

Nate Newby
Print Name

Nate Newby
Signature

Senior VP & General Manager
Print Title

7-1-2021
Date

STAFF ANALYSIS
September 15, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR AT FRESNO, COMMENCING OCTOBER 6, 2021 THROUGH OCTOBER 19, 2021.

The Big Fresno Fair (Fresno) has filed its application to conduct a horse racing meeting at Fresno as part of the California Authority of Racing Fairs (CARF) 2021 combined fair horse racing meeting, as follows:

- October 6, 2021, through October 19, 2021, with seven days of racing, two less than in 2019 (no racing conducted in 2020). Fresno proposes to run a total of 70 races, 28 less than proposed in 2019. Fresno will be simulcasting on October 6, 7, 13, and 14, and live racing will begin on October 8. Fresno is a participant in the CARF 2021 combined fair horse racing meeting.
- At its March 2021 regular meeting, the Board heard and approved a request from CARF to designate the 2021 allocated race dates of the Alameda County Fair (6/16/21-7/31/21), California Exposition and State Fair (7/14/21-8/3/21), Humboldt County Fair (8/18/21-8/31/21), and The Big Fresno Fair (10/6/21-10/19/21) as a combined fair horse racing meeting. The 2021 combined fair race meeting allows for the extended distribution time of the carryover pool.

October 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- Racing 4 days the first week and 3 days the second week. Ten races on Fridays, Saturdays, Sundays, and Monday.
- Racing concurrently with the Los Angeles Turf Club II, Inc. racing association at Santa Anita Park.
- Average number of runners per race, 2019 race meeting:
 - Thoroughbred: 6.28
 - Quarter: 5.6
 - Mule: 5
 - Arabian: 6.14

- First post 1:45 p.m. daily.
- Wagering program will use CHRB and ARCI rules.
 - The distribution of the carryover pool will be October 17, 2021 (Closing Day).
 - Early wagering will not be offered.
 - \$1 Place Pick when applicable; \$1 Trifecta and \$0.10 Superfecta when applicable.
 - \$0.50 Pick (n) Pool 4 on first 4 races and last 4 thoroughbred races each day.
 - \$0.50 Pick (n) Pool 5 on last 5 races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool paid to most winners.
 - \$0.20 Pick (n) Pool 6 on the last 6 races each day. 100% pools paid and any prior carryovers for unique ticket selecting 6 winners. If no unique ticket selects six winners, then the 40% minor pool that day is paid to the tickets selecting the most winners, and the 60% major pool will be added to the carryover. If 6 thoroughbred races are not available emerging breed races can be used.
 - \$0.20 Pentafecta (Super High 5) selecting first 5 finishers in same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first 5 finishers. If no unique ticket selects the first five finishers, then 40% minor pool paid to tickets selecting the first 5 finishers, and 60% of major pool will be added to the carryover. If no ticket selects the first 5 finishers, 100% of the pool will be added to the carryover. Super High 5 will be carded on the last race of the day.
- Specific changes from the 2019 application:
 - Reserved seating (general) from \$5.00 to \$6.00
 - Parking (season) from \$100 to \$200
- The Advance Deposit Wagering (ADW) providers are Xpressbet, TVG Network, BetAmerica, Twinspires, NYRA, and Watch & Wager.

Pursuant to Business and Profession Code (BPC) section 19604, specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC Section 19604

*To accept wagers on races **conducted in California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

*To accept wagers on races **conducted outside of California** from a resident of California.*

- The ADW provider must be licensed by the Board.

- There is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.
- All required documents have been received in compliance with BPC section 19604.
- Simulcasting conducted with other out-of-state racing jurisdictions, pursuant to Business and Professions Code Section 19602, and with authorized locations throughout California.
- Request Darrell Sparks as horse identifier pursuant to CHRB Rule 1525, Racing Officials Appointed by the Board.
- Inspection of backstretch worker housing has been requested and will be completed prior to start of race meet.
- Track safety inspection has been requested and will be completed prior to start of race meet.
- CARF has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website [letter submitted].

Specific information still needed to complete this application:

1. Fire clearance in compliance with Board Rule 1927. Fresno submitted a letter requesting an exemption from the requirements in Board Rule 1927. [Inspection scheduled for August 13, 2021].

RECOMMENDATION:

If the application is considered for approval, Staff recommends that the approval be contingent upon the submission of the outstanding item.



May 24, 2021

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The California Authority of Racing Fairs has reviewed and will adopt the provisions outlined in the Inclement Weather Policy Letter in all Future Fair Meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and the Big Fresno Fair.

Regards,

A handwritten signature in black ink, appearing to read "Larry A. Swartzlander". The signature is fluid and cursive, with a prominent initial "L".

Larry A. Swartzlander
Executive Director, CARF

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair:

**21st District Agricultural Association
The Big Fresno Fair
1121 South Chance Avenue
Fresno, Ca. 93702
(559) 650-3247; FAX (559) 650-3226**

B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person:

Lauri King, Deputy Manager, 559-994-3135; lking@fresnofair.com

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: **October 6 – October 19, 2021**

B. Actual dates racing will be held: **October 8 - 11 & October 15 – 17, 2021**

C. Dates racing will NOT be held: **October 6, 7 & 13, 14 are simulcast days; October 12, 18 & 19 are dark days.**

D. Total number of racing days: **7**

E. Days of the week races will be held:

1 Fri - Mon 2 Fri - Sun Other (specify)

3. RACING PROGRAM

CHRB CERTIFICATION	
Application received: 7/9/21 Reviewed: NLG	Hearing date: 9/15/21 Approved date: License number:

A. Total number of races: 70

B. Number of races by breed:

<input type="text" value="58"/>	Thoroughbreds	<input type="text" value="5"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="7"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="0"/>	Mules

C. Number of races daily:

	1 st	2 nd	1 st	1 st	2 nd	1 st	2 nd
	Sun.	Sun.	Mon.	Fri.	Fri.	Sat.	Sat.
Thoroughbred	9	9	8	8	8	8	8
Other Breeds	1	1	2	2	2	2	2
Total	10	10	10	10	10	10	10

D. Total number of stakes races by breed:

<input type="text" value="2"/>	Thoroughbreds	<input type="text" value="0"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="0"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="0"/>	Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stake's races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes). None.

3. Identify the stakes races listed under item E1 that have been dropped or deleted, and the reasons the stakes were dropped or deleted. No Changes.

2021

Harris Farms Stakes
\$75,000 Guaranteed
Golden State Series
Three-year olds & Upward – Six Furlongs
Sat, Oct 9

Bulldog Hdep, 25th Running
\$75,000 Guaranteed
(Plus up to \$15,000 to Cal-Breds)
Three-Year Olds & Upward, One & 1/8 Miles
Sunday, Oct 17

2019

Harris Farms Stakes (CAL BREDS)
\$100,000 Guaranteed (\$40,000 CTBA)
Golden State Series
Three-year olds & Upward – Six Furlongs
Sat, Oct 6

Bulldog Hdep, 24th Running
\$50,000 Added Overnight Hdep
(Plus up to \$15,000 to Cal-Breds)
Three-Year Olds & Upward, One & 1/8 Miles
Sun, Oct 14

2018

Harris Farms Stakes (CAL BREDS)
\$100,000 Guaranteed (\$40,000 CTBA)
Golden State Series
Three-year olds & Upward – Six Furlongs
Sat, Oct 6

Bulldog Hdep, 23rd Running
\$75,000 Guaranteed
Three-Year Olds & Upward, One & 1/8 Miles
Sun, Oct 14

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

** As much as possible, we intend to align our post times to compliment the Santa Anita post times*

	MON/FRI/SAT/Sun
Race #1	1:45 p.m.
Race #2	2:15 p.m.
Race #3	2:45 p.m.
Race #4	3:15 p.m.
Race #5	3:45 p.m.
Race #6	4:15 p.m.
Race #7	4:45 p.m.
Race #8	5:15 p.m.
Race #9	5:45 p.m.
Race #10	6:15 p.m.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race" pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

- A. Names of the fair directors:
- | | |
|---------------------------------------|--|
| Charles Riojas, Vice-President | Jerry Pacheco, President |
| Linda Mae Balakian Hunsucker | Terry Gonsalves, Secretary-Treasure |
| Frank Flores | Gary Cahil |
| Larry Salinas | Annalisa Perea |
| | Larry Serpa |
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program:
Lauri King, Deputy Manager II
- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12B, who will be listed in the official program:
- | | |
|---|---|
| Lauri King, Deputy Manager II | Stacy Rianda, Deputy Manager II |
| Steve Wood, Track Superintendent | Doug Gooby, Pari-Mutuel Manager |
| Nick Heckman, Maintenance Supervisor | Rod Seitz, Maintenance Supervisor |
| Craig Braddick , Race Announcer
Odds Maker | Larry Swartzlander, Director of Racing |
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s).
Deputy Manager II
Lauri King
1121 S. Chance Avenue
Fresno, Ca 93702
559-994-3135
lking@fresnofair.com

5. TAKE OUT PERCENTAGE

1. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: _____%

A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen’s organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01 notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the board, unless otherwise specified in the notice.

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance	Number of Racing Days
2019	\$19,010,636	77,814	9 days
2018	\$18,381,799	77,240	9 days
2017	\$17,718,170	79,289	9 days
2016	\$18,097,900	83,881	9 days
2015	\$18,867,088	86,743	9 days

7. PURSE PROGRAM (Excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: \$613,907
Prior meet actual: \$789,309

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: \$87,701
Prior meet actual: \$87,701

2. Overnight stakes:
Current meet estimate: \$0

Prior meet actual: \$50,000

Average Daily Purse (7A2 ÷ number of days):

Current meet estimate: \$0

Prior meet actual: \$5,555

- 3. Non-overnight stakes:
 Current meet estimate: \$150,000
 Prior meet actual: \$100,000

Average Daily Purse (7A3 ÷ number of days):

Current meet estimate: \$21,428

Prior meet actual: \$11,111

- 4. Total Purses: (7A1+-7A2+ 7A3)
 Current meet estimate: \$763,907
 Prior meet actual \$939,309

- B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):

Current meet estimate: \$57,812

Prior meet actual: \$74,330

- C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:		Prior meet actual:
CTT	\$ 2,633	\$ 3,386
TOC	\$ 3,711	\$ 4,772
NTRA	\$ 796	\$ 1,024
PCQHRA	\$ 347	\$ 447
CWAR	\$ -0-	\$ -0-
ARAC	\$ 1,438	\$ 1,849
AMRA	0	\$ 2,328
CHBPAPEN	\$ 5,568	\$ 7,159
CTHF	<u>\$ 5,568</u>	<u>\$ 7,159</u>
Total	\$20,061	\$28,124

- D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A+7B+7C):

Current meet estimate: \$841,780

Prior meet actual: \$1,041,763

Average Daily Purse (7D ÷ number of days):

Current meet estimate: \$120,254

Prior meet actual: \$115,751

- E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: \$651,046

Prior meet actual: \$837,060

Average Daily Purse (7E ÷ number of days):

Current meet estimate: \$93,007

Prior meet actual: \$93,007

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$66,040

Prior meet actual: \$84,909

Average Daily Purse (7F ÷ number of days):

Current meet estimate: \$9,434

Prior meet actual: \$9,434

G. Bank and account number for the Paymaster of Purses' purse account:

On file.

H. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:

Disher Accountancy Corporation, 1816 Maryal Drive, Sacramento, CA. 95864, (916) 482-4224

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the fair and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held:

624

B. Minimum number of stalls believed necessary for the meeting:

624

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:

None

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:

n/a

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

n/a

Complete subsections F through H if the fair will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).
1,037
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall:
n/a
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for Vanning per-horse: **-0-**

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:
Dr. Frosty Franklin 916-585-2050. No Auxiliary sites.
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. Dr. Franklin will be on site and available 24/7.

10. PARI-MUTUEL WAGERING PROGRAM

- A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. Yes No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

TYPE		RULE NUMBER
EXACTA	(1E)	1959
DAILY DOUBLE	(2DD)	1957
SUPERFECTA	(.10SF)	1979.1
PENTAFECTA	(.20PF)	ARCI 004-105 X-PENTAFECTA (5) OPTION 4
PK3	(1PK3)	1977
PK4	(.50PN4)	1976.9
PK5	(.50NP5)	1976.9
PK6	(.20PNP6)	ARCI 004-105 G. (G) METHOD 7

	TYPE OF WAGERS	APPLICABLE RULES	CARFWAGERINGFORMAT
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE	<input checked="" type="checkbox"/> Yes
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9	
Race #2	\$1E, \$1PK3, \$1TRI,	CHRB #1959, CHRB #1977, CHRB #1979,	



March 25, 2021

California Horse Racing Board
 Attn: Cynthia Alameda
 Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2021 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

	TYPE OF WAGERS	APPLICABLE RULES
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5 \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #5	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #6	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #7	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 CHRB 1976.9, ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4
Race #9	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4



Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4
Race #11	\$1E, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4
Race #12	\$1E, \$1TRI, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4

This format will be use at the following fairs: Alameda County Fair, The California State Fair, Humboldt County Fair and the Big Fresno Fair. The 2005 NCOTWINC Agreement maintained on file at CRRB is still valid. The NCOTWINC audio visual agreement on file dated January 2005 is still valid.

Respectfully Yours,

Larry A. Swartzlander
Executive Director

\$.20 PNP6 on the last six races each day. 100% major pool paid and any prior carryovers for unique serial number wager selecting all six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover.

\$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.

\$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet. There will be a Mandatory Payout Date of Sunday, October 17, 2021, which is the Closing Day of The Big Fresno Fair.

	\$2DD, \$.10SF	CHRB #1957, CHRB #1979.1
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB # 1976.9 ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #5	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #6	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4 \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #7	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50 PNP4 \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (g) Method 7 (16)(b)(i)
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 X-Pentafecta (5) Option 4
Race #9	\$1E, \$1PK3, \$1TRI \$2DD, \$.10SF, \$.50PNP4 \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 ARCI 004-105 X-Pentafecta (5) Option 4
Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4

C. Identify any wagers noted in 10A (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program, or that are not being carried forward from the previous year's pari-mutuel wagering program. None.

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **October 17th, 2021 (Closing Day of The Big Fresno Fair)**

E. List any options requested with regard to exotic wagering:
\$1 PPN when applicable; \$1 TRI and \$0.10 SF when applicable
\$0.50 PNP4 on the first four races and the last four thoroughbred races each day.
\$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
\$.20 PNP6 on the last six races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover. If six thoroughbred races are not available emerging breed races can be used.
\$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool

paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers and 60% of major pool will be added to the carryover. If no ticket selects the first five finishers 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

F. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin. Specify days and time for "early bird" wagering:

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract:
Amtote (Tony Fortado) Expiration: December 30, 2025.
Equipment description on file with Board.

H. List below the takeout percentage for each type of wager identified in 10B:

TAKEOUT PERCENTAGE

Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%

Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

- Race #1
- Race #2
- Race #3
- Race #4
- Race #5
- Race #6
- Race #7
- Race #8
- Race #9
- Race #10

11. ADVANCE DEPOIST WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the fair for this race meeting:
Express Bet, T.V.G. (Television Games Network), Bet America, NYRA, Twin Spires & Watch & Wager.

B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. **On file with CHRB.**

C. Have the contract/agreements been approved by the respective horsemen's groups?
 Yes No

If yes, attach a copy of the approval.
 If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.



March 27, 2021

Mr. Larry Swartzlander
Chief Operating Officer
CARF
1776 Tribute Road, Suite 205
Sacramento, CA 95815

RE: 2021 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of CARF race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering (“ADW”) of the Race Meet Agreement between TOC and CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on CARF and other Thoroughbred races during the 2021 race meetings, as follows:

1. California wagering on CARF races:

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON

2. California wagering on out-of-state Thoroughbred races:

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. Out-of-state wagering on PRA races:

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 7.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 45% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpire, NYRA, BetAmerica, Game Play Network, and Watch and Wager.

Very truly yours,



Greg Avioli, President & CEO

cc: Tom Varela, Heather Haviland

April 21, 2025

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2021 California Authority of Racing Fairs ADW Approvals

Dear Larry,

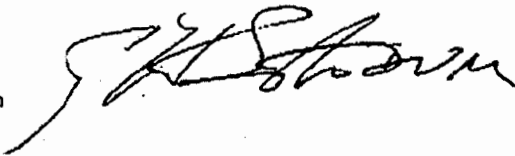
This is to confirm that the Arabian Racing Association of California (ARAC) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2020 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is ARAC's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.

Please feel free to contact me if you have any questions.

Sincerely,

Cory Soltau
Chairperson



[Type text]

[Type text]



Pacific Coast Quarter Horse Racing Association

April 1, 2021

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2021 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This is to confirm that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2021 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Watch and Wager, Bet America, TVG, Xpressbet,

TwinSpires and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is PCQHRA's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.
Please feel free to contact me if you have any questions.

Sincerely,

Eino Perez
General Manager

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the fair to conduct simulcast wagering:
Northern California Off-Track Wagering, Inc. (NCOTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

On File

- C. California simulcast facilities the fair proposes to offer its live audiovisual signal:

Golden Gate Fields, Albany

***Humboldt County Fair, Ferndale**

Jockey Club at San Mateo, San Mateo

**Monterey County Fair, Monterey
San Joaquin County Fair, Stockton
Santa Clara County Fair, San Jose
Shasta District Fair, Anderson
Solano County Fair, Vallejo
Sonoma County Fair, Santa Rosa**

Stanislaus County Fair, Turlock

Fairplex Park, Pomona

Fantasy Springs Casino, Indio

Los Alamitos Race Course, Los Alamitos

Mermaid Tavern, Thousand Oaks

OC Tavern & Sports Bar, San Clemente

Roadhouse Grill, Santa Maria

Sammy's Restaurant & Bar, Lake Forrest

Santa Anita Park, Arcadia

Santa Clarita Lanes, Santa Clarita

Shalimar Sports Center, Indio

Sports Center, San Bernardino

Sports Pavillion at The Farmers Fair, Lake Perris

Sports Pavillion, San Bernardino Cty. Fair, Victorville

Surfside Race Place at Del Mar, Del Mar

Sycuan Gaming Center, El Cajon

Tilted Kilt, Thousand Oaks

Viejas Casino & Turf Club, Alpine

Watch & Wager, Antelope Valley Fgds, Lancaster

***Open only during Humboldt/Ferndale Fair Racing**

- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:
Out-of-State & International Imports – Full and/ or Partial Card (Subject to Change)

<u>DOMESTIC</u>	
ARLINGTON	10/6-10/19
BELMONT	10/6-10/19
CALDER RACECOURSE	10/6-10/19
CANTERBURY DOWNS	10/6-10/19
CHARLES TOWN	10/6-10/19
CHURCHILL DOWNS	10/6-10/19
COLONIAL DOWNS	10/6-10/19
DELAWARE	10/6-10/19
EMERALD DOWNS	10/6-10/19
EVANGELINE DOWNS	10/6-10/19
INDIANA DOWNS	10/6-10/19
LONE STAR	10/6-10/19
LOUISIANA DOWNS	10/6-10/19
MONMOUTH	10/6-10/19
MOUNTAINEER	10/6-10/19
PENN NATIONAL	10/6-10/19
PHILADELPHIA PARK/PARX	10/6-10/19
PIMLICO	10/6-10/19
PRAIRIE MEADOWS	10/6-10/19
PRESQUE ISLE DOWNS	10/6-10/19
RIVER DOWNS	10/6-10/19
RUIDOSO	10/6-10/19
SUFFOLK DOWNS	10/6-10/19
THISTLEDOWN	10/6-10/19
YAVAPAI DOWNS	10/6-10/19
<u>INTERNATIONAL</u>	
ASSINIBOIA	10/6-10/19
AUSTRALIAN RACING	10/6-10/19
FORT ERIE	10/6-10/19
HASTINGS	10/6-10/19
NORTHLANDS PARK	10/6-10/19
SOUTH AMERICAN RACING	10/6-10/19
UNITED KINGDOM	10/6-10/19
WOODBINE	10/6-10/19

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:

**CARF 2021 Meets
Commingled Locations**

AmWest Entertainment	Fair Meadows	Monmouth Park	Tampa Bay Downs
Amwest Accounts	Favorites at Gloucester	Montana OTB	Taunton ADW
Greenbrier (WV)	Favorites at Vineland	Monticello	Taunton Dog Track Inc.
Cover D' Alene Casino (ID)	Finger Lakes	Mountaineer Park	The Downs at Albuquerque
Triple Crown (SD)	Finger Lakes ADW	Nassau Regional OTB	Thistledown
Arapahoe-Mile High	Fonner Park	Nevada Pari-Mutuel Assoc.	Tioga Downs
Arima Race Club	Freehold	Newport Jai Alai	Tri-State GH (Mardi Gras)
Arlington I	Gillespie County Fair	New Jersey ADW (4NJBets)	Turf del Norte (Mexico)
Bangor Raceway	Global Wagering Solutions	Northfield	Turf Paradise
Batavia	Betsson, OneXTwo, German Tote	Cedar Downs OTB	Turfway Park
Belterra Park	Racebets, Sportech Netherlands	Northville Downs	TVG
Bettor Racing	SBO, Magna Bet, Pferdewetten	NYRA	TVG High Volume
Birmingham Greyhound	Dantoto	NYRA ADW	Twin River Greyhound
Borgata Casino	Greenetrack	Oaklawn Park	TwinSpires
Buffalo Raceway	Greyhound at Post Falls	Oaklawn Park ADW	TwinSpires High Volume
Canterbury Park	Gulf Greyhound	Ocean Downs	Velocity Wagering Ltd.
Capital District OTB	Gulfstream Park	Panama	Venezuela OTB
Catskill OTB	Harrington Raceway	PariBet ADW	Vernon Downs
Charles Town Race Course	HarringtonBets ADW (DE regional)	PARX	Virginia Equine Alliance
Chester Downs (Harrah's Philly)	Hawthorne Race Course	PARX ADW	WatchandWager
Churchill Downs	Hawthorne ADW	Penn National	Western OTB
Codere (Brazil)	Hazel Park	Penn National ADW	Wheeling Downs
Columbus Raceway	Hinsdale	Peru	Will Rogers Downs
Connecticut OTB	Hoosier Park	Plainridge Race Course	Wyoming OTB
Bradley Teletheater, Bristol	Horseman's Park	Plainridge ADW	Wyoming Downs
Camouflage Gaming	Horsehow Council Bluff (William Hill)	Player Management Group	XpressBet
Connecticut OTB ADW	Idabet	PMU (Brazil)	Yonkers Raceway
Coushatta Casino	Indiana Downs	Pocono Downs ADW	Yonkers ADW (Empire City Bets)
Divi Carina Bay Casino	Evansville OTB	Pocono Downs/OTB	Youbet Group 1
East Haven, Hartford, Putnam	Clarksville OTB	Portland Meadows	Zia Park
Winner's Circle	Intermountain Racing	Potawatomi Casino/ OTB	123Gaming
Ho-Chunk Casino and Racebook	Jockey Club Pernambuco (Brazil)	Prairie Meadows	
John Martin's Manor Restaurant	Keeneland	Premier Turf Club	
Manchester, New London	Keeneland Select ADW	Presque Isle Downs	
Millenium Racing	Kentucky Downs	Remington Park	
Mohegan Sun Casino	Kentucky OTB	Remington OTB Network	
New Britain, Norwalk, Milford	Les Bois (Treasure Valley)	Retama Park	
Oneida Bingo & Casino	Lewiston OTB's	Racing & Gaming Services	
Paragon Casino	Lien Games	Rillito Park	
Pony Bar Simulcast Center	Chips Lounge/Rumors OTB	Ruidoso Downs	
Randall James Racetrack	Howard Johnsons OTB	Running Aces Harness Park	
Royal Beach Casino	Skydancer Casino OTB	Sam Houston	
Shoreline Star, Sports Haven	Offtrackbetting ADW	Valley Greyhound Park	
Torrington, Waterbury	X the Spot (Virgin Island)	Saratoga Harness Raceway	
Tote Investment Racing	Lone Star	Saratoga Bets (ADW)	
Willimantic, Stanford OTB	Louisiana Downs	Scarborough Downs	

Winner's Circle	LVDC	Scioto Downs	
Corpus Christi Greyhound	Atlantis Paradise Casino	Seabrook Greyhound	
Dayton Raceway	Buffalo Thunder Resort	Seabrook Greyhound ADW	Separate Pool Locations
Delaware Park	Foxwoods Resort Casino	Sol Mutuel	Camarero (Puerto Rico)
Delta Downs	Meskwaki Bingo & Casino	Sol Mutuel – Odds Broker	Caymanas (Jamaica)
Dover Downs	Mahoning Valley	Sol Mutuel – OTB	Chile
Dubuque (Iowa Greyhound)	Maronas (Uruguay)	Barbados/Otrabanda	Codere (Mexico/Spain)
Elite Turf Club (1-19)	Maryland Jockey Club	Southland Greyhound	MIR Books (Caliente)
Ellis Park	Meadowlands	State Fair (Lincoln, NE)	NDS Books (Nevada)
Emerald Downs	Meadows The Meadows The (ADW) - PA regional	Suffolk District OTB	PMU (Brazil)
Evangeline Downs	Miami Valley Gaming & Racing	Suffolk Downs	Tabcorp (Australia)
Fair Grounds	Mobile Greyhound	Sunland Park	Tattsbet (Australia)
Fair Grounds ADW		SunRay Park & Casino	Turf TV
			New Zealand Racing Board

Canadian Locations

Assiniboia Down, Century Downs, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, Sudbury Downs, Summerside, TBC Teletheaters Western Fair, Woodbine, Xpressbet Southern Alberta

F. California mini-simulcast facilities the fair proposes to offer its live audiovisual signal: OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce; Fresno Club One, Firehouse Restaurant, Bakersfield, 58 Flat Sports Bar & Casino, Bonita, Ocean's 11, Oceanside, Original Road House Grill, Santa Maria, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Striders, San Diego, Sammy's Restaurant & Bar, Mission Viejo.

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held and whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races":

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 11D above.	TBD	

H. List imported simulcast races the fair plans to receive during the racing meeting which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
N/A			

**I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).
N/A**

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Mike Parker - DVM Track & Fitness Veterinarian F.G. Franklin – CHRB Veterinarian
Clerk of Scales	Kenny Fowler
Clerk of the Course TB	Dawn Schmid
Clerk of the Course EB	
Film Specialist	Myra Troske
Asst. Clerk of Scales	Steve Fisher
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge/Patrol Judge	Jackie Payton
Patrol Judge	Myra Troske
Placing Judges	Jerry Stone
Starter	Randy Cope
Timer	Melody Truitt

B. Management officials in the racing department:

Director of Racing – **Larry Swartzlander**
 Racing Secretary – **Tom Doutrich**
 Assistant Racing Secretary – **Lisa Jones**
 Paymaster of Purses – **Heather Haviland (C.A.R.F.)**
 Others (identify by name and title)
 Mutual Manager – **Doug Gooby**

C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:

Esquire Deposition Services, 155 E. Shaw Ave, Suite 201, Fresno, Ca. 93704 (559) 261-2324
Tricia Martinez

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:

Plusmic Corporation USA – Bill O'Brien (Expires 12/7/25)

E. Photopatrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.

Pegasus Communication, Inc. – (Jim Porep) Contract Expires: April 30, 2025
Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)

- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:

Pegasus Communication, Inc. – Jim Porep - Contract Expires April 30, 2025

14. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.

Larry Swartzlander, Director of Racing

Cell: (916) 799-7084

Organizational Chart Attached

- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:

Grandstand Security Guards: 10 Security Guards plus 2 Fresno Police Officers.

Stable Gate Area Security Guards: 6 Gatemen; 2 Stable Area Patrol; 6 Security Guards; and an on-ground stall superintendent live in the backside area and makes rounds throughout the night checking the horses and stalls.

1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

One security guard shall be assigned to observe each horse entered in a \$100,000 race. The guard will assume their position 6 hours prior to the post time of the stakes race. The guard will have a video surveillance camera, a communications device and a notepad. The guard must log every person who enters the stall of the race horse. Information logged will include name, time, CHRB license number and type of license.

2. Detention Stalls:

- A. Attach a plan for use of graded stakes or overnight races.

Addressed in B1 above.

- B. Number of security guards in the detention stall area during a 24-hour period.

N/A

- C. Describe number and location of surveillance cameras in detention stall area.

N/A

3. TCO2 Testing:

- A. Number of races to be tested, and number of horses entered in each race to be tested.

All horses in thoroughbred races where the number is determined by a random algorithm generator.

- B. Plan for enhanced surveillance for trainers with high-test results.

Trainer with high test results will be moved to the detention area.

- C. Plan for detention stalls for repeat offenders.

Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance

14 A. FRESNO SECURITY ORGANIZATION CHART



D. Number of security personnel assigned to the TCO2 program.

One (1) 24-hour security guard when detention stalls are occupied.

C. Describe the electronic security system.

C.A.R.F. surveillance equipment and program that travels between racing Fairs.

1. Location and number of video surveillance cameras for the detention stall and stable gate.

4 surveillance cameras monitoring this area

15. EMERGENCY SERVICES

A. Name, address and emergency telephone number of the ambulance service to be used during workouts and the running of the races:

American Ambulance shall provide an Advanced Life Support (ALS) ambulance with minimum staffing of one paramedic and one emergency medical technician at racetrack workouts from 06:30 until 10:00 daily as requested prior to the opening of the Big Fresno Fair. In addition to scheduled racetrack workouts, an ambulance will be provided from 12:00 until the end of racing each day, for the duration of the Big Fresno Fair, October 6-17, 2021.

American Ambulance, 2011 E. Tulare Street, Fresno, CA 93721 (559) 443-5900

Emergency Contact: Russ Richardson

CCEMSA Communications Center Supervisor (559) 600-7406 or 911

1. Attach a certification from the Ambulance Company(s) listed in 14A, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

Fresno County Contract 07-292 and CCEMSA policy 200, specifies American Ambulance as the paramedic provider servicing the “Fresno County Exclusive Operating Area”, including the area of the Big Fresno Fair. Licensing and certification as well contract compliance is monitored by the Central California Emergency Medical Services Authority as well as the California Emergency Medical Services Authority

See Attached Letter from American Ambulance.

B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

American Ambulance, 2011 E. Tulare Street, Fresno, CA 93721 (559) 443-5900

Emergency Contact Numbers:

CCEMSA Communications Center Supervisor: (559) 600-7406 or 911

American Ambulance Field Supervisor: (559) 259-0054

Fresno Fair First-Aid Station: (559) 253-7417

The Fresno Fair First-Aid Station is manned by 2 medical teams during Fair hours of 4:00pm-11:00pm on weekdays and 10:00am-12:00am on weekends. These teams have a minimum staffing of one paramedic and one emergency medical technician.

Please See Attached FORM 112, 133, 200, 291 & FORM 547 in this section with Fresno County Procedures.

1. Attach a certification from the Ambulance Company(s) listed in 14B, certifying that the



July 1, 2021

Lauri King
Deputy Manager
Big Fresno Fair
1121 S. Chance Ave
Fresno, CA 93702

Dear Lauri:

All of the personnel staffing ambulances supplied by American Ambulance are currently certified and have met the certification requirements set forth by the Central California Emergency Medical Services Agency (CEMSA) in addition to meeting the licensure and/or certification requirements of the California Emergency Medical Services Authority.

Paramedic's meet all of the requirements outlined in CCEMSA policy 133 (attached).

Emergency Medical Technician's meet all of the requirements outlined in CCEMSA policy 112 (attached).

All of the paramedic ambulances providing service to the Big Fresno Fair are defined as Advanced Life Support Unit (ALSU): ***An ambulance unit which is equipped and staffed to provide Paramedic level patient care***, as outlined in CCEMSA policy 291 (attached).

Please contact me if you require further information about the credentialing or licensure of EMT's and Paramedics that will be providing emergency medical services to participants and patrons of the Big Fresno Fair.

Russ Richardson

Russ Richardson
Quality Improvement Manager
American Ambulance
2911 East Tulare Ave
Fresno, CA 93721
(559) 443-5915





AMERICAN
AMBULANCE

RUGGED
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SWAYL

CENTRAL CALIFORNIA EMERGENCY MEDICAL SERVICES

A Division of the Fresno County Department of Public Health

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 133 Page 1 of 3
Subject	Paramedic Accreditation	
References	California Code of Regulations, Title 22, Division 9 Division 2.5 of the California Health and Safety Code	Effective 04/15/86

I. POLICY

A Paramedic currently licensed in California may be accredited to practice as a Paramedic in Fresno, Kings, Madera, or Tulare County upon successfully completing the accreditation process.

II. PROCEDURE

A. In order to be eligible for accreditation, an individual shall:

1. Possess a valid California State Paramedic licensure card which is current. The individual shall present a copy of the licensure card upon application to the Central California EMS Agency.
2. Apply to the Central California EMS Agency for accreditation.
3. Complete a statement that the individual is not precluded from accreditation to practice as a Paramedic for reasons defined in Section 1798.200 of the Health and Safety Code.
4. Pay the established non-refundable fee.
5. Demonstrate proof of present employment or a written commitment for employment by a Fresno, Kings, Madera, or Tulare County designated ALS provider agency.
6. Successfully complete an orientation of the Fresno/Kings/Madera/Tulare EMS system as prescribed by the Central California EMS Agency. The orientation shall not exceed eight (8) classroom hours. Sections of the orientation session may be waived for current or past Fresno, Kings, Madera, or Tulare County accredited paramedics.
7. Successfully complete written and/or skills testing on local policies and treatment protocols provided in the orientation. This test will also review optional scope of practice procedures. This requirement may be waived for those skills where the individual can document prior training and testing.
8. Successfully complete a supervised pre-accreditation field evaluation to consist of a minimum of five (5) satisfactory ALS responses and no more than ten (10) ALS responses. This field evaluation must be continuously supervised by an EMS Training Officer approved by the Central California EMS Agency. The field evaluation may be conducted during the last week of the

Approved By EMS Division Manager	Signatures on File at EMS Agency	Revision
		04/01/2013
EMS Medical Director	Signatures on File at EMS Agency	

Subject	Emergency Medical Technician-Paramedic Accreditation	Policy Number 133
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30-day interim period. An ALS response includes a patient contact involving the use of one or more ALS skills excluding cardiac monitoring and basic CPR. Additional education or evaluation may be prescribed by the EMS Agency in the event of an unsatisfactory evaluation

- B. Upon completion of sections II-A-1 through II-A-5 of this policy, the individual shall be authorized to function as an Paramedic at the basic scope of practice (as defined in Title 22 of the California Code of Regulations) while working with a partner who is fully accredited as an Paramedic in Fresno, Kings, Madera, or Tulare County for one (1) year. This "interim" accreditation shall be maintained for a minimum of 30 days and 20 patient contacts, and until the individual has successfully completed a local orientation session (Section II-A-6), any required training and testing in skills within the basic scope of practice (Section II-A-7), and the pre-accreditation field evaluation (Section II-D). The "Interim" accreditation will be granted for a 60-day period.
- C. The individual may begin to work at the complete local scope of practice without a paramedic partner upon written notification from Central California EMS Agency of successful completion of the accreditation process.
- D. The EMS Agency shall notify individuals applying for accreditation of the decision to accredit within thirty (30) days of application.

If an individual fails to satisfactorily complete all requirements for accreditation outlined in this policy within 30 days, the Central California EMS Agency will notify the individual and their provider agency of a denial of accreditation. The EMS Agency may grant the individual an additional 30 days to complete the accreditation process (total of 90 days).

If an individual fails to satisfactorily complete all requirements for accreditation outlined in this policy within 90 days (the initial 60 plus a 30-day extension), Central California EMS Agency will notify the individual, their provider agency, and the State EMS Authority of a denial of accreditation. Extensions of the accreditation process will be based upon the following:

- 1. For situations where the individual has not performed satisfactorily during the pre-accreditation field evaluation:
 - a. If the individual's performance does not meet the standards for Paramedic licensure, the Central California EMS Agency will initiate a formal investigation and initiate the certification review process (Policy #704).
 - b. If the individual's performance does not meet the standards for accreditation, the Central California EMS Agency will establish specific objectives for the individuals and extend the accreditation period for an additional 30 days (total of 90 days) and repeat the field evaluations.

If the individual's performance remains unsatisfactory after 90 days (the initial 60 plus 30 days extension), the Central California EMS Agency will notify the individual, their provider agency, and the EMS Authority that their accreditation has been denied. If the individual desires to reattempt the accreditation process, the individual will be required to complete the entire accreditation process.

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2. For situations where the individual fails required written and/or skills testing (Sections II-A) through II-B-2 of this policy) and a single retest, the individual will be assigned a special project on the topics which resulted in failure. The accreditation period will be extended for 30 days (the initial 60 plus 30 days extension) to allow completion of the special educational project and retesting.

Failure to satisfactorily complete the special project or retesting will result in the individual being denied accreditation.
 3. Failure to attend the orientation session, initiate testing, or attempt evaluations within 60 days of initiate application will result in termination of interim status until an orientation session is attended, testing process is initiated, or evaluations are completed.
- E. Failure to meet on-going accreditation requirements, except as outlined in Policy #134 will result in discontinuation of local accreditation to practice.
 - F. Paramedics, who have been previously accredited in Fresno, Kings, Madera, or Tulare Counties, may have previously completed portions of the accreditation process waived.
 - G. Paramedics who are currently accredited in Fresno, King, Madera, or Tulare Counties, and apply for accreditation for another county in this region, will be issued accreditation once an application and proof of employment with an ALS Provider in that county is submitted to the EMS Agency. No additional testing, interim certification field evaluations, or fee will be required prior to accreditation.
 - H. Requests for exception to policy will be made in writing to the Central California EMS Agency.
 - I. The EMS Agency shall issue a wallet-sized certificate to eligible individuals. The certificate shall contain the following:
 1. The name of the individual certified;
 2. The date the certificate was issued;
 3. The date of expiration;
 4. The name and location of the Central California EMS Agency;
 5. The name and signature of the EMS Medical Director or facsimile of same;
 6. A statement that the individual named on the card has fulfilled the requirements for certification as a Paramedic in the State of California.

CENTRAL CALIFORNIA
EMERGENCY MEDICAL SERVICES
 A Division of the Fresno County Department of Public Health

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I. POLICY

Authorized EMS units in Fresno, Kings, Madera, and Tulare Counties shall maintain an inventory of equipment, which includes all items within these equipment standards established by the Central California EMS Agency.

This policy is divided into five (5) sections (Appendix A). Each section lists the description of inventory, minimum amounts of inventory, and inventory requirements for each EMS unit classification. Appendix A includes specific inventory requirements for FRU/AED, BLSU, ALSU, Special Event and SUPV VEH.

II. DEFINITIONS

- AED Automated External Defibrillation - An EMS unit which is equipped and staffed to provide AED level patient care. An AED unit may be a BLSU or a FRU.
- ALSU Advanced Life Support Unit - An ambulance unit (including EMS helicopters) which is equipped staffed to provide Paramedic level patient care. An ALSU may or may not be capable of providing patient transport.
- BLSU Basic Life Support Unit - An ambulance unit which is equipped and staffed to provide EMT level patient care. A BLSU shall be capable of providing patient transport.
- FRU First Responder Unit - A non-transport emergency vehicle that is equipped and staffed to provide Basic First Responder (EMT or Public Safety First Aid) level patient care.
- MIN Minimum - The minimum amount of equipment required for an EMS unit to be in service.
- Special Event ALS modified unit used to support community events. (Example: bike medics, ALS golf carts, etc.) (See Section H of this policy.)
- SUPV VEH Advanced Life Support or BLS First Responder Vehicle - EMS vehicles operated by supervisors or managers from ambulance providers that respond to emergency medical incidents.

Approved By EMS Division Manager	Signatures on File at EMS Agency	Revision 03/01/2013
EMS Medical Director	Signatures on File at EMS Agency	

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III. PROCEDURES

- A. These standards are based upon medical protocols as developed by the EMS community, as well as the operational experience of Fresno, Kings, Madera, and Tulare County EMS providers.
- B. Each EMS unit equipment inventory shall be maintained by the provider agency at or exceeding the standards established by the Central California EMS Agency. The equipment shall be clean, not expired, in good condition and tested regularly.
- C. As a minimum, equipment inventories shall be checked prior to or at the beginning of each shift. Included in the equipment inventory check, each provider agency shall develop a mechanism for checking the response unit's fluid levels, electrical system, and mechanical equipment to ensure that the unit is clean, in good condition and is safe for operation. When shifts are greater than 24 hours in length, daily checks are required.
- D. EMS units shall not be placed into service with equipment inventories below minimum levels. If during a shift, inventory was utilized on the previous incident and the unit is unable to restock prior to being dispatched to another incident, the unit may respond. However, in this situation, the responding unit shall advise dispatch of their deficiencies and request that a fully stocked backup unit be simultaneously dispatched. Once the primary unit arrives on scene and determines the missing inventory is needed, the backup unit will have already been dispatched. If the unit determines it can handle the incident without the missing inventory, the backup unit should be canceled.

EMS units with inventory deficiencies shall be removed from service until required inventories can be replaced.
- E. If an ALSU is used as a BLSU, during this time, all ALS equipment, such as drug box and/or primary box, EKG monitor, which is not approved for a BLSU shall be secured in a locked cabinet (without EMT access) or removed from the unit.
- F. Annual and random inspections by EMS Agency personnel will be made to verify that EMS units are maintained in compliance with these requirements.
- G. Testing of new equipment - Prehospital care equipment is constantly being developed or redesigned. EMS provider agencies wishing to utilize equipment, which does not meet the standards, described in this policy or is not addressed in this policy, may do so through a field-testing process. Field-testing will progress as follows:
 1. Submit a written request to the EMS Agency including manufacturer's description of equipment.
 2. Receive written approval from the EMS Agency prior to conducting the field test.
 3. The field-testing shall be for a period of time agreed upon by the provider agency and the EMS Agency.
 4. If the equipment is a substitute for a piece of equipment described in this policy, the provider agency shall carry the approved piece of equipment as a backup during the field test.
 5. The EMS Agency and the provider agency shall develop criteria for evaluating the medical and operational effectiveness of the equipment. The provider agency shall provide the EMS Agency with a written evaluation of the equipment at the conclusion of the field test addressing each of the evaluation criteria.
 6. The EMS Agency may disallow the use of the equipment, approve the use of the equipment for the provider, or amend this policy to allow for system-wide use.
 7. The EMS Agency may waive any or all steps in the field-testing process for cause.

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- H. Special Event Units - An ALS (Paramedic) bicycle or mobile unit shall consist of a Paramedic and one EMT partner.
1. Event Coordinator should be aware of use of bicycle or mobile unit as standby.
 2. Bicycle or mobile units must function in compliance with the policies and procedures of the Central California EMS Agency.
 3. The members of a bicycle or mobile unit must respond and function as a team at all times.
 4. Bicycle or mobile units will be designated as AC1, AC2, AC3, etc. (Advanced Cycle 1, 2, 3).
 5. Simultaneous dispatch of an ALS transport unit is required for all Priority One and Priority Two responses, or crew should dispatch a unit if advised of Priority One or Two call.
 6. Bicycle or mobile units will be classified as out-of-service until restocked in compliance with EMS Policy #291. Units may restock from the ALS transportation unit if time allows or from extra supplies stored at the event site to facilitate restocking.
 7. Controlled substances must be with a Paramedic at all times during the event.
 8. Bicycle or mobile units must be checked out and used only with the permission of the management of the provider agency, and EMS dispatch must have the incident documented.
- I. Personal Protection Equipment
1. Every person working on an ambulance or supervisor vehicle in the CCEMSA region (public or private, emergency or non-emergency) should have available, as a minimum, the listed personal protective equipment (PPE) for each responder to ensure appropriate safety and readiness.
 2. Every responder utilizing respiratory equipment will be fit-tested and trained for proficiency and core competencies prior to provision.
 3. Ambulance personnel should not enter any incident requiring PPE beyond their level of provision and training.
- J. Requests for exception to this policy shall be made in writing to the EMS Agency.

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APPENDIX A

AIRWAY AND BREATHING ADJUNCTS

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Bite Block/Bite Stick	1	x	x	x	x	x
2. Bulb Syringe (2 oz.)	1	x	x	x		x
3. Bag-Valve Resuscitator						
Adult	1	x	x	x	x	x
Pediatric	1	x	x	x	x	x
a. Self-Filling						
b. Minimum Volume						
Adult 1500 ml						
Pediatric 500 ml						
c. Oxygen reservoir system capable of delivering 100% oxygen. May utilize either the manufacturer's reservoir system or a minimum of 3 links (18 inches) of large bore aerosol tubing.						
d. Pediatric units shall have a pressure release valve, which prevents pressures greater than 35 cm H ₂ O.						
4. Endotracheal Tubes						
2.5, 3.0, 3.5, 4.0 without cuff and 5.0 with or without cuff	1			x	x	x
6.0 or 6.5 with cuff	1			x	x	x
7.0, 7.5, and 8.0 with cuff	1			x	x	x
10 ml regular tip syringe (non-sterile) for cuff inflation	1			x	x	x
5. End Tidal CO ₂ Detector						
Adult	1			x	x	x
Pediatric	1			x	x	x
6. Esophageal Detector Device	1			x	x	x
7. Endotracheal Tube Immobilizer	1			x	x	x
8. King Airway (KING LT(S)-D)						
3, 4, and 5	1			x	x	x
9. Heimlich Valve Set	2			x	x	x
a. Cook's "Simple Pneumothorax Aspiration Accessory Set" or equivalent with connecting tubing.						
b. Intravenous catheter (radiopaque) over needle – 10 gauge at least 3¼ inches long for an adult patient and a 14 gauge at least 1¼ for a pediatric patient.						
10. Laryngoscope						
#3 and #4 Curved Blades	1			x	x	x
#1, #2, #3, and #4 Straight Blades	1			x	x	x
Handle With Batteries	1			x	x	x
Extra set of batteries	1			x	x	x

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AIRWAY AND BREATHING ADJUNCTS -CONTINUED

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
11. Lubricant a. Individual Packages - Sterile - Water Soluble	2			X	X	X
12. Magill Forceps Adult Pediatric	1 1			X	X X	X X
13. Nebulizer Set a. Acorn-type jet b. Face mask (adult/pediatric) (May use non-rebreathing mask)	2			X	1	X
14. Oxygen Delivery Unit - Portable a. Oxygen Powered Breathing Device (OPBD) Demand Valve with 40 L/min. flow rate b. Liter flow capable of delivering 1-15 L/min. flow rate. c. Minimum of 10 minutes of oxygen when using OPBD (approximately 750 psi). d. Backup tanks for a portable unit shall provide for a minimum of 30 minutes of use. NOTE: BLS units do not need to carry the OPBD	1	X BLS units do not need to carry the OPBD	X BLS units do not need to carry the OPBD	X	X	X
15. Oxygen - Connecting Tubing	2	X	X	X	1	X
16. Oxygen - Nasal Cannula - Adult	2	X	X	X	1	X
17. Oxygen - Non-Rebreathing Mask Adult Pediatric a. Shall be a mask with a reservoir bag and one-way valve, which prevents exhaled air from entering the bag.	2 2	X X	X X	X X	1 1	X X
18. Oxygen - Resuscitator Mask (OPBD/BVM) Adult Child Infant Neonate a. Shall be "see through" to allow for observation of possible emesis. NOTE: BLS units do not need to carry the OPBD	1 1 1 1	X X X X	X X X X	X X X X	X X X X	X X X X
19. Nasopharyngeal Airway (Soft Plastic) Small, Medium and Large NOTE: Suggested for FRU and BLSU.	1			X	X	X
20. Continuous Positive Airway Pressure (CPAP)				Optional	Optional EMT-P Only	Optional EMT-P
21. Pulse Oximeter				Optional	Optional EMT-P Only	Opti EMT-P
22. Capnography (only to be used for ET Tube placement)				Optional	Optional EMT-P Only	Optional EMT-P Only

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AIRWAY AND BREATHING ADJUNCTS -CONTINUED

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
20. Oropharyngeal Airway 6 Assorted Sizes (Adult, Child, Infant)	1	x	x	x	x	x
21. Stylet - Endotracheal Tube Adult/Pediatric (one each)	1			x	x	x
22. Suction Unit – Portable a. Battery, Manual or Oxygen Powered.	1	x	x	x	x	x
23. Suction Catheters Fr. style, assorted sizes (Small, Medium, Large) Rigid Pharyngeal Suction Tip a. Sterile packaging. b. Suction control port. <u>NOTE:</u> FRU shall have suction catheters consistent with the type of suction unit utilized (battery/oxygen powered) and capable of rapidly removing emesis and blood.	1 1	x x	x x	x x	x x	x x
24. Transtracheal Jet Insufflation Kit a. Intravenous catheter (radiopaque) over needle, 10 gauge x 3 inch. b. Pediatric Anesthesia Adapter, 15 mm to 3 mm.	.1			x	x	x

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DRESSINGS AND BANDAGES

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Adhesive Bandage 1" x 3" (i.e. "Band-Aid")	2	x	x	x	10	x
2. Conforming Gauze 3" or 4" (i.e. "Kling")	4	x	x	x	2	x
3. Elastic Bandage 4" (i.e. "Ace")	1	x	x	x	x	x
4. Tourniquet (cravat bandage can be utilized) <u>NOTE:</u> Use of the Combat Application Tourniquet (C-A-T) is Optional	1	x	x	x	x	x
5. Triangular Bandage	4	x	x	x	2	x
6. Bandage Shears	1	x	x	x	x	x
7. Combine Dressing 5" x 9" - Sterile	4	x	x	x	2	x
8. Dressing Sponge 4" x 4" - Sterile Package of 2	10	x	x	x	1	x
9. Dressing Sponge 2" x 2" - Sterile Package of 2	2		x	x	x	x
10. Petroleum Jelly Gauze - Sterile a. Approx. 3" x 9"	2	x	x	x	1	x
11. Sheet (Burn) - Sterile	1	x	x	x	x	x
12. Multi-Trauma Dressing - Sterile Approx. 10" x 30"	1	x	x	x	x	x

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COMMUNICATIONS EQUIPMENT

In accordance with the recommendations set forth by the California Statewide Interoperability Executive Committee – Central Planning Area, all public safety vehicles (law, fire, EMS) must have access to both UHF and VHF radio systems. The table below lists requirements and recommendations for the UHF and VHF radios in the Central California EMS Region. The EMS Agency maintains a minimum listing of channels and frequencies that are required to be programmed into each radio. The radio frequencies will be available from the EMS Agency upon request.

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
<p>1. Hand-Held/Portable Radio - UHF</p> <p>Hand-Held/Portable UHF radio communications equipment and communications frequencies are currently required for BLSU, ALSU, Stand-by, and SUPV VEH. All UHF radios shall have the following:</p> <ul style="list-style-type: none"> a. DTMF keypad for hospital radio activation b. 512 channel capability (recommended) c. Ability to be "toned out" or be alerted d. P25 compliant 	1		x	x	x	x
<p>2. Vehicular Mounted Radio - UHF (For All Units Capable of Providing Transport)</p> <p>Vehicular mounted UHF radio communications equipment and communication frequencies are currently required for all BLSU, ALSU, and SUPV VEH. All UHF radios shall have the following:</p> <ul style="list-style-type: none"> a. DTMF keypad for hospital radio activation b. 512 channel capability (recommended) c. Ability to be "toned out" or be alerted d. P25 compliant 	1		x	x		x
<p>3. Vehicular Mounted Radio - VHF</p> <p>Vehicular mounted VHF radio communications equipment and communications frequencies are required for BLSU, ALSU, and SUPV VEH. All VHF radios shall have the following:</p> <ul style="list-style-type: none"> a. 512 channel capability (recommended) b. P25 compliant 	1	x	x	x		x

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ELECTROCARDIOGRAPHY EQUIPMENT

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. EKG Monitor/Recorder/Defibrillator - Portable with patient cable a. Must provide a continuously adjustable energy range from 0-360 delivered joules or a series of discreet energy steps from 20 to 360 joules when delivered into a 50-ohm load or bi-phasic equivalent. b. The defibrillator shall have a maximum charge time (to 360 joules or bi-phasic equivalent) of 15 seconds or less. c. Paddles or hands free pads for the purpose of defibrillation/cardioversion. NOTE: ECG Units purchased after 5/1/02 must include the capability of pacing and 12-lead ECG.	1			x	x	x
2. Adult multifunction hands free defibrillation pads	2			x	x	x
3. Pediatric multifunction hands free defibrillation pads	2			x	x	x
4. 5. ECG Electrodes Adult Pediatric a. Self-adhesive (diaphoretic type preferred). b. Inventory for several 12-lead applications	2			x	x	x
a. Self-adhesive (diaphoretic type preferred). b. Inventory for several 12-lead applications	2			x	x	x
5. Automated External Defibrillator (portable) – with patient cable (AUTHORIZED AED UNITS ONLY) a. Must provide energy of 360 joules when delivered into a 50-ohm load or bi-phasic equivalent) b. The monitor shall have a maximum charge time (to 360 joules or bi-phasic equivalent) of 15 seconds or less.	1	x	x		x (AED Required when staffed with BLS staff)	x (AED Required when staffed with BLS staff)
6. ECG/Defibrillation Electrodes – Multifunction hands free pads (AUTHORIZED AED UNITS ONLY)	2	x				x

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FORMS

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Prehospital Care Report	5	x	x	x	x	x
2. Emergency Response Guidebook (HazMat) a. Most current edition available. b. Published by D.O.T. or equivalent.	1	x	x	x		x
3. Medical Transportation Information Log (MCI)	5	x	x	x	x	x
4. Locally Approved Disaster Triage Tag	20	x	x	x	10	50
5. Multi-Casualty Checklists (Set of 4)	1	x	x	x		x
6. Multi-Casualty Patient Distribution Form	1	x	x	x		x
7. Treatment Protocols EMT PARAMEDIC	1 1	x	x	x x	x x	x x
8. Physician Information Card	1	x	x	x	x	x
9. Physician Information Letter	1			x	x	x
10. Maps of Service Area, Area of Mutual Aid	1	x	x	x		x

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MEDICATION ADMINISTRATION

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. IV Administration Sets – Primary Y Type Blood Sets = 10 drops/ml Standard Sets = Adult-10-15 drops/ml Pediatric Sets = 60 drops/ml	4 4 2			x x x	2 2 1	2 2 1
2. Measured Volume Solution Administration Set a. Minimum 100 ml control chamber (McGaw V2905 or equivalent). b. Flow rate - 60 drops/ml - if tubing/drip chamber included.	1			x	x	x
3. Medication Labels	2			x		x
4. Needles a. Intravenous catheter (radiopaque) over needle (recommend safety needles). 14, 16, 18 and 20 gauge. 22, 24 gauge. b. Hollow needle (butterfly needle). 21 and 23 gauge.	4 2 2			x x x	2	x x x
5. Jamshidi Disposable Illinois Aspiration Needle Intraosseous Kit, or B.I.G. IO Gun, or EZ IO a. 15 ga needle (Jamshidi). b. Adjustable length - 3/8" x 1 7/8" (Jamshidi). c. Pharmaseal #DIN1515 (Jamshidi).	1			x	x	x
6. Preps Alcohol Povidone-Iodine	3 3			x x	x x	x x
7. Prep Razor - Disposable	1	x	x	x	x	x
8. PRN Adaptor (Saline Locks)	2			x		x
9. Syringes 50-60 ml Regular Tip 20 ml Regular Tip 10 ml Regular Tip 3 ml Regular tip with Needle (recommend safety needles) 1 ml Regular Tip with Needle (recommend safety needles) a. Plastic b. Sterile c. Non-Locking Tip	1 1 2 2 2			x x x x x	x x	x x x x x

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MEDICATION ADMINISTRATION - CONTINUED

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
10. Transfer Needles - Assorted Sizes (recommended safety needles)	4			x		x
11. Syringe - Tubex/Carpojet (Carry equipment needed for medication administration)	1			x	x	x
12. Commercial IV Start Kit a. Including: Tourniquet, preps and dressing	2			x	x	x
13. Instant Glucose Paste	1	x	x	x	x	x
14. Blood Glucose Test Lancets or Other Finger Prick Device	1			x	x	x
15. Glucometer/CHEM STRIP BG - Blood Glucose Test Strip	1			x	x	x
16. Mucosal Atomizer Device (MAD)	2			x	1	x
17. Drug Compartment a. Door with key lock. b. Hidden hinges recommended.	1			x	x	x

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MISCELLANEOUS EQUIPMENT

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Benzoin (Tincture of) Aerosol can; or Individual snap vials or swabs.	1 3			x x	x 2	x x
2. Broselow Tape	1			x	x	x
3. Cold Packs (Instant)	4	1	x	x		2
4. Flashlight/Penlight	1	x	x	x	x	x
5. Incontinent Pads	2		x	x		x
6. Irrigation Solution Normal Saline (Sterile) 1000 ml Administration Sets <u>NOTE:</u> Administration sets not required if administration is capable with an I.V. administration set.	2 2	1 1	x x	x x		1 1
7. Obstetrical Kit (Sterile) a. Minimum contents: - Exam gloves. - OB pad. - Scalpel/Scissors. - 2 Cord clamps or nylon tie-offs. - Bulb syringe. - Receiving blanket.	1	x	x	x	x	x

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MISCELLANEOUS EQUIPMENT - CONTINUED

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
8. Sphygmomanometer Adult Pediatric Infant Thigh <u>NOTE:</u> Electronic BP Systems may be utilized for ongoing monitoring of status. Manual techniques should be utilized for initial measurements and to confirm abnormal readings.	2 1 1 1	1 x x x	x x x x	x x x x	1 x	1 x
9. Stethoscope Adult Pediatric	1 1	x x	x x	x x	x x	x x
10. Tape - Medical 1" Plastic/Cloth/Adhesive 2" Cloth/Adhesive (No Plastic)	1 1	x x	x x	x x	x	x x
11. Tape Measure a. Cloth or Paper	1		x	x		x
12. Vest - Multi-Casualty I.D. a. ANSI/ISEA 107: 2004 Hi-visibility vest with clear pockets on chest and back for insertion of placard designating ICS position. Fed law effective 11/24/2008.	3		x	x		4
13. Contagious Disease Decontamination Solution a. 1:10 bleach solution (5.25% household bleach); b. Any disinfectant proven effective against community acquired pathogens.	1	x	x	x		x
14. Garbage Bags Plain Red (for contaminated material)	2 2	x x	x x	x x	1 1	x x
15. Portable "Sharps" Container	1			x	x	x

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PERSONEL PROTECTION EQUIPMENT - CONTINUED

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Rescue Helmet (Work Helmet)	2		x	x		x
2. Garment (single use) "Tyvek"	2		x	x		x
3. Protective Glasses or goggles, as appropriate	2	x	x	x	1	x
4. Gowns	2	x	x	x	1	x
5. Surgical masks	2	x	x	x	1	x
6. Gloves (pair) – Work (Multiple use, Leather)	2		x	x		x
7. Gloves – (pair) Assigned to Unit Sterile Exam Gloves Non-Sterile Exam Gloves	2	x	x	x	x	x
8. Footwear covers, (pair) (single use) chemical resistant	2		x	x		x
9. N-95 Masks	2*	x	x	x	x	25
10. APR, Full-Face Respiratory Protection Mask	2		x	x		1
*EMSA recommends (5) N95 masks per crewmember per Ambulance.						

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SPLINT/IMMOBILIZATION

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Cervical Immobilization Collars Infant Small Medium Large The following type and size of cervical immobilization collars are recommended: a. Rigid Plastic for Extrication ("StifNeck" or equivalent) b. Sizes: Tall, Regular, Short, "No Neck", Pediatric, and "Baby No Neck".	1 1 1 1	x	x	x		x
2. Extrication Device for Spinal Immobilization a. Kendrick Extrication Device or equivalent.	1	x	x	x		x
3. Head Stabilizer (Approved by EMS) a. Lightweight device utilized in conjunction with spineboard to restrict lateral cervical spine and head movement. This device is designed to occupy the space along both lateral sides of the head when patient is on a spineboard.	2 sets	1 set	x	x		x
4. Spineboard Long	1	x	x	x		x
5. Spineboard Straps a. Minimum of 3 straps, 2 inches in width and of adequate length to allow for immobilization of a patient to the spineboard.	1 set	x	x	x		x
6. Splints Arm (Min. 18") Leg (Min. 24") a. Cardboard, Wire, Air or Vacuum.	2 2	x x	x x	x x		x x
7. Traction Splint Adult Pediatric a. Hare Traction, Sager Splint or equivalent. <u>NOTE:</u> Pediatric Traction Splint not required if adult splint adjusts to size to fit pediatric patients.	1 1	x x	x x	x x		x x

Subject	Equipment Standards - EMS Units	Policy Number 291
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TRANSPORT UNIT EQUIPMENT

Only Required for Ambulances and Transport Capable First Responder Units

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
1. Wheeled Stretcher with Elevating Head <ul style="list-style-type: none"> a. Adjustable - 3 levels minimum. b. Mattress. c. Patient Restraint: <ul style="list-style-type: none"> - 2 per stretcher (3 suggested). - 2" wide. - Nylon or other durable material. - Two piece quick release buckle system. 	1		x	x		
2. Hospital Type Piped Oxygen Supply System <ul style="list-style-type: none"> a. Capable of storing and supplying 3000L minimum "M" tank). b. Reducing valve/pressure regulator preset at 50 ± 10 psi line pressure. c. Minimum of 500 psi. 	1			x		
3. Liter Flow Meter - capable of 1-15 L/min. with Humidifier available	1		x	x		
4. Oxygen Powered Breathing Device (Demand Valve) <ul style="list-style-type: none"> a. 40 L/Min. instant flow 	1			x		
5. Suction Unit - In Vehicle <ul style="list-style-type: none"> a. Engine vacuum or electrically powered. b. Securely mounted and readily accessible. c. Minimum 300 mm Hg vacuum within 3 seconds with an air flow of 20 L/min at the end of the suction tube. d. Rate of flow and pressure not affected by variation in engine speed. e. Collection bottle/bag with minimum 1000 ml capacity. f. Suction tubing - minimum 1/4" diameter. 	1		x	x		
6. Fire Extinguisher <ul style="list-style-type: none"> a. Multipurpose dry chemical. 	1		x	x		x
7. Padded Ankle/Wrist Restraints Set <ul style="list-style-type: none"> a. If a soft tie, 3" wide so as to be 2' wide when tied. 	1		x	x		

Subject Equipment Standards - EMS Units	Policy Number 291
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TRANSPORT UNIT EQUIPMENT - CONTINUED

Only Required for Ambulances and Transport Capable First Responder Units

DESCRIPTION	MIN	FRU/ AED	BLSU	ALSU	Special Event	SUPV VEH
8. Linen a. Launderable or disposable. b. Complete set includes one (1) pillow case and two (2) sheets.	4		x	x		
9. Pillows	2		x	x		x
10. Blankets	2		x	x		x
11. Towels (disposable or cloth)	2		x	x		x
12. Urinal	1		x	x		
13. Bedpan/Fracture Pan	1		x	x		
14. Emesis Basin	1		x	x		x

**CENTRAL CALIFORNIA
EMERGENCY MEDICAL SERVICES**

A Division of the Fresno County Department of Public Health

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 112 Page 1 of 2
Subject	Emergency Medical Technician (EMT) Certification	
References	California Code of Regulations, Title 22, Division 9 Division 2.5 of the California Health and Safety Code	Effective: 04/15/86

I. POLICY

The Central California EMS Agency shall certify an EMT who has satisfactorily met all certification criteria.

II. PROCEDURE

A. An individual who meets one of the following criteria shall be eligible for initial certification upon fulfilling the requirements below:

1. Pass the National Registry of Emergency Medical Technicians EMT-Basic written examination and skills examination; and have either:
 - a. Valid EMT course completion record or other documented proof of successful completion of an approved EMT course dated within the last two (2) years, or
 - b. Documentation of successful completion of an approved out-of-state EMT training course, within the last two years that meets the National Registry EMT-Basic curriculum or
 - c. A current and valid out-of-state EMT certificate.
2. Possess a current and valid National Registry EMT-Basic registration certificate.
3. Possess a current and valid out-of-state or National Registry EMT-Intermediate or Paramedic Certificate.
4. Possess a current and valid California Advanced EMT or EMT-II certification or a current and valid California Paramedic license.

B. In addition to meeting one of the criteria listed above, to be eligible for initial certification, an individual shall:

5. Be eighteen (18) years of age or older; and

Approved By EMS Division Manager	Signatures on File at EMS Agency	Revision 04/01/2013
EMS Medical Director	Signatures on File at EMS Agency	

Subject: Emergency Medical Technician (EMT) Certification	Policy Number: 112
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6. Complete the criminal history background check (Live Scan). Live Scan forms must be obtained from the CCEMSA or the CCEMSA website in order for Live Scan processing; and
 7. Possess a current Basic Cardiac Life Support (BLS) certification by the standards of the American Heart Association (Healthcare Provider), or American Red Cross (Professional Rescuer CPR), or the equivalent; and
 8. Complete an application form that contains this statement "I hereby certify under penalty of perjury that all information is true and correct to the best of my knowledge and belief, and I understand that any falsification or omission of material facts may cause forfeiture on my part of all rights to EMT certification in the State of California. I understand all information is subject to verification, and I hereby give my express permission for this certifying entity to contact any person or agency for information related to my role and function as and EMT in California."; and
 9. Disclose any certification or licensure action:
 - a. Against an EMT, Advanced EMT, or EMT-II certificate or any denial of certification by a LEMSA, including any active investigations.
 - b. Against a Paramedic license, or any denial of licensure by the Authority, including any active investigations.
 - c. Against any EMS related certification or license of another state or other issuing entity, including any active investigations.
 - d. Against any health related license.
 10. Furnish a photograph or be photographed by the EMS Agency; and
 11. Pay the established certification fees.
- C. The EMS Agency shall issue a wallet-sized certificate to eligible individuals. The certificate shall contain the following:
1. The name of the individual certified;
 2. The date the certificate was issued;
 3. The date of expiration;
 4. Certification number;
 5. EMT Central Registry number;
 6. The name and location of the Central California EMS Agency;
 7. The name and signature of the EMS Medical Director or facsimile of same;
 8. A statement that the individual named on the card has fulfilled the requirements for certification as an EMT in the State of California.

CENTRAL CALIFORNIA EMERGENCY MEDICAL SERVICES

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 200
Subject	Authorization of Ambulance Provider Agencies in Fresno County	Page 1 of 4
References	Division 2.5 of California Health & Safety Code, California Vehicle Code; Fresno County Ambulance Ordinance and Resolutions; Title 13 of the California Code of Regulations; and Title 22 of the California Code of Regulations	Effective 01/01/97

I. POLICY

Ambulance Provider Agencies operating within Fresno County will be authorized by the EMS Agency and Fresno County for the appropriate level of service in accordance with established policy and procedures.

II. DEFINITIONS

- A. Ambulance Dispatch Center - The Fresno County EMS Communications Center is the dispatch center authorized by the EMS Agency to provide ambulance dispatch services for Fresno County.
- B. Ambulance Provider Agency/Provider Agency - A private or public entity, or individual utilizing any ground, water, or air vehicle specifically designed, constructed, modified, equipped, arranged, maintained, operated, used or staffed, including vehicles specifically licensed or operated pursuant to California Vehicle Code Section 2416, for the purpose of transporting sick, injured, invalid, convalescent, infirm, or otherwise incapacitated persons and which has met all license and other requirements in applicable Federal, State, and local law and regulation (Section 51151.1 of Title 22 of the California Code of Regulations and Section 1100.2(a) of Title 13 of the California Code of Regulations).
- C. Ambulance Service Area - A specific geographic area within Fresno County established in EMS Policy and Procedure and within the provider agency's written agreement with the County of Fresno (Attachment A).
- D. Exclusive Operating Area (EOA) - An exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency, upon the recommendation of the County and pursuant to Division 2.5 of the Health and Safety Code, restricts operations to one or more providers of emergency ambulance service, limited advanced life support services (EMT-II), or advanced life support services (paramedic).
- E. Exclusive Operating Area Provider (EOA Provider) - The ambulance provider contracted for the provision of emergency ambulance and advanced life support (paramedic) ambulance services for a designated exclusive operating area.
- F. Non-Exclusive Operating Area (Non-EOA) - A non-exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency does not restrict operations to one or more providers of emergency ambulance service or advanced life support services (paramedic) ambulance service.

Approved By	Signatures on File at EMS Agency	Revision
EMS Medical Director	Signatures on File at EMS Agency	05/02/11

subject Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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III. PROCEDURE

A. Exclusive Operating Areas

1. The Fresno County Exclusive Operating Area - The EOA is composed of the northern portion of the geographic area of Fresno County as specified in Attachments B-1 and B-2. The EOA includes all or portions of the cities of Fresno, Clovis, Firebaugh, Mendota and San Joaquin.
2. The Reedley Exclusive Operating Area - This EOA is located in the South-East area of Fresno County as specified in Attachments C-1 and C-2. The EOA includes the Cities of Reedley, Parlier, and Orange Cove, the communities of Squaw Valley, Dunlap, and portions of Kings Canyon National Park. It is designated the Reedley EOA and is Ambulance Zone J.

B. Non-Exclusive Operating Areas

The following non-exclusive areas are the only geographic areas in Fresno County not initially included as part of the Fresno County or Reedley EOAs (but such areas may be included in the Fresno County EOA, as provided herein):

- Coalinga/Huron Service Area - Zone C;
- Selma/Fowler Service Area - Zone G;
- Sanger/Pine Flat Reservoir Service Area - Zone I;
- Kingsburg Service Area - Zone K; and
- Kerman/North Central Area - Zone N.

The County and the EMS Agency shall have the sole option, in their discretion, to incorporate at any time the geographic areas initially designated as non-exclusive areas into the Fresno County EOA, thereby requiring the Fresno County EOA Provider to be responsible for providing emergency ambulance services and advanced life support (paramedic) ambulance services to these areas. The potential exists that, during the term of the County's exclusive operating agreement with the Fresno County EOA Provider for the provision of emergency ambulance services and advanced life support (paramedic) ambulance services, one or more of the current non-exclusive provider agencies may discontinue or significantly reduce the scope and scale of its operation. In any such case, the County and EMS Agency may require the Fresno County EOA Provider to implement services under its exclusive operating agreement within such area(s) and that such area(s) be incorporated into the Fresno County EOA, as provided herein.

Pursuant to this Section III.B., the following service area has been incorporated into the EOA:

- Dos Palos Service Area - Zone A (incorporated into EOA as of November 7, 1998).

C. First Responder Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), advanced EMT, or BLS-defibrillation first responder services, within Fresno County.

C. Air Ambulance / Air Rescue Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate advanced life support air ambulance and/or air rescue services within the Fresno County, including the EOAs. This includes flights and air transportation within Fresno County. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

Subject

Authorization of Ambulance Provider Agencies in Fresno County

Policy
Number 200

D. Non-Emergency Transports

The County or EMS Agency do not restrict the provision of non-emergency transportation services in EOAs or Non-EOAs that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including, but not limited to, services provided by *wheel chair* or *litter van* services. However, providers using ambulance type vehicles for non-emergency medical transportation must remove and/or cover their light-bar and emergency lights if operating within Fresno County.

E. Ambulance Dispatch Center – The County of Fresno operates a county-wide and centralized ambulance dispatch center through the Fresno County EMS Communications Center. All ambulances in Fresno County shall receive the primary dispatch of medical incidents from the Fresno County EMS Communications Center.

F. Limited Exceptions to the Ambulance Service Areas (including EOAs)

Services provided to Ambulance Service Areas (including EOAs) shall encompass the operation of all ground emergency ambulance services and advanced life support (paramedic) ground ambulance services with the following exceptions:

1. Disaster Assistance - Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
2. Instant Aid/Mutual Aid - The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures and/or under formal instant aid and mutual aid agreements between the ambulance provider and a third party that has been reviewed and approved by the EMS Agency, shall be an exception to the service area.
3. Contracted Specialty Care Units - Ambulance services providing specialty interfacility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing a registered nurse and/or physician staffing, may utilize ambulance vehicles equipped with red emergency warning light and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Children's Hospital Central California.
4. Veteran's Administration (VA) Contract Ambulance Services - Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran's Administration shall be exempt from the EOA solely for the purpose of servicing that contract.
5. Federally Operated Ambulances - Ambulance services, provided either by an agency of the federal government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that federal facility/agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at such federal facility.
6. State Operated and Contracted Ambulances - Ambulance services, provided either by an agency of the state government or a person or entity pursuant to a contract with such agency, shall be an exception from the ambulance service area solely for the purpose of services to that state facility/agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at such state facility.

subject Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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Note: For the purposes of this policy and the exclusive operating areas, Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement - not a federal or state contract for direct purchase of ambulance services.

G. Ambulance Service Areas

Ambulance service area boundaries, as established by the Local EMS Agency Policies and Procedures, shall be used in determining the dispatching of ambulances within Fresno County. These ambulance service area boundaries include the exclusive operating area and non-exclusive operating areas within Fresno County (see Attachment A). Ambulance response zones within these ambulance service areas have been designated by the EMS Agency through EMS Policy which defines the geographic areas for data collection and identification of the primary ambulance unit and any applicable back-up ambulance units.

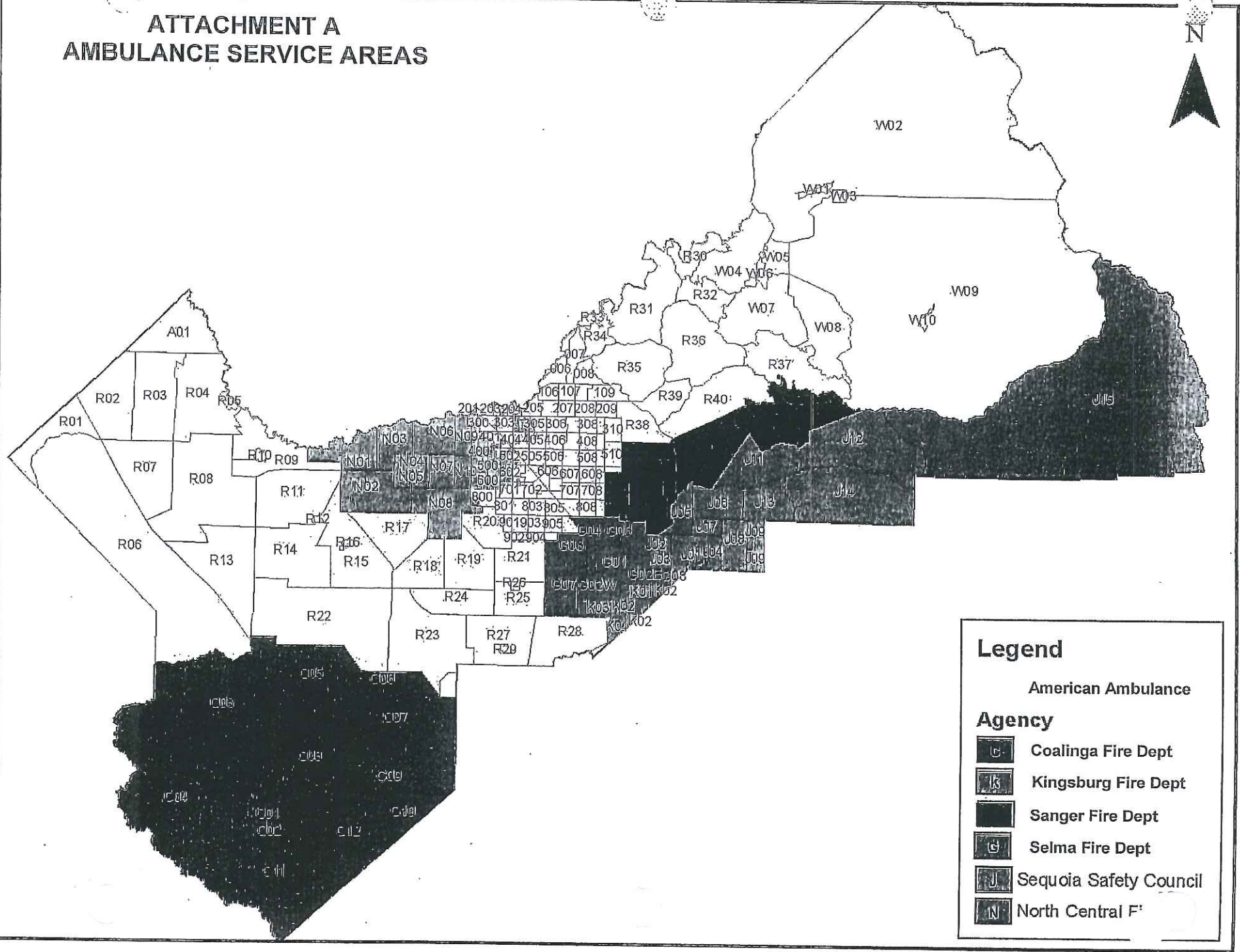
H. Approved Ambulance Provider Agencies

1. Fresno County EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- American Ambulance -- for the provision of emergency ambulance services and advanced life support (paramedic) ground ambulance services within the Fresno County exclusive operating area designated by the EMS Agency pursuant to the EMS Plan. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment B).
2. Reedley EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- Sequoia Safety Council -- for the provision of emergency ground ambulance services within the Reedley exclusive operating area designated by the EMS Agency pursuant to the EMS Plan. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment C).
3. Non-Exclusive Ambulance Providers - The EMS Agency, in conjunction with Fresno County has designated the following non-exclusive providers for the provision of emergency ground ambulance services within Fresno County:

<u>Ambulance Zone</u>	<u>Zone Description</u>	<u>Provider</u>
Zone C	Coalinga / Huron Area	Coalinga Fire Dept
Zone G	Selma / Fowler Area	Selma Fire Dept
Zone I	Sanger / Pine Flat Area	Sanger Fire Dept
Zone K	Kingsburg Area	Kingsburg Fire Dept
Zone N	North Central Fire District	American Ambulance

4. Anyone desiring to provide ground or air ambulance service within a particular service area shall comply with all relevant sections of the Fresno County Ambulance Ordinance and Resolutions and obtain an ambulance provider agreement with the local EMS Agency. As applicable, such services would be for non-exclusive operating areas within the County of Fresno or for services which are outside the scope of the exclusive operating area.
5. Ambulance operations within Fresno County shall be conducted in strict accordance with the, all applicable Federal, State, and local codes and regulations including the provisions of the California Health and Safety Code, Title 13 and Title 22 of the California Code of Regulations, the California Vehicle Code, local municipal and county codes and regulations, including Fresno County Ambulance Provider Agreements and local EMS Agency policies and procedures.
6. The local EMS Agency shall be notified in writing no less than sixty (60) days prior to an ambulance provider agency changing their level of service (i.e., ALS to BLS), or of their intent to discontinue providing ambulance service within a service area(s).







ATTACHMENT A AMBULANCE SERVICE AREAS



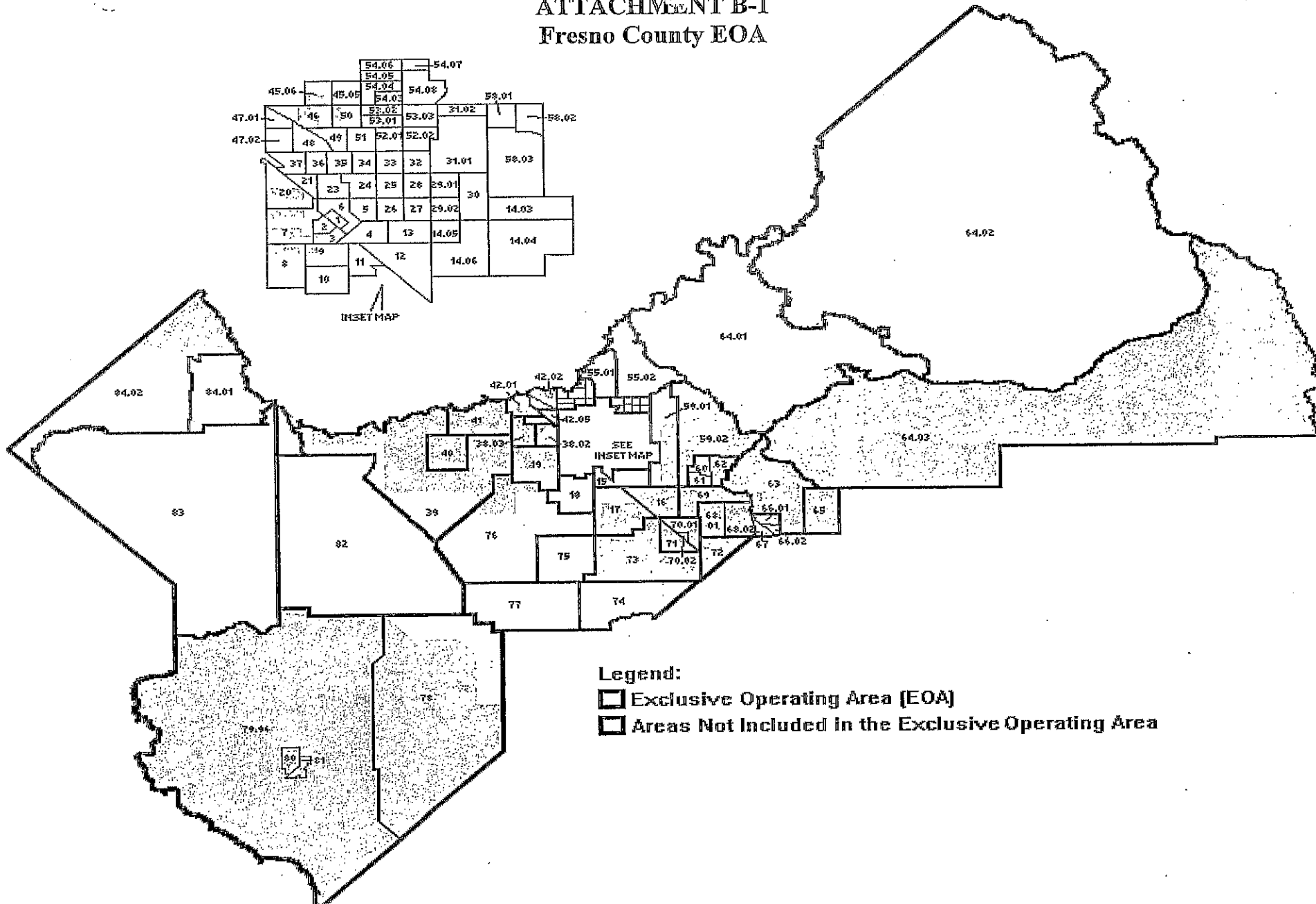
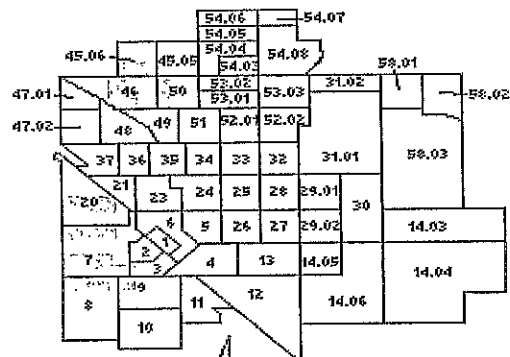
Legend



American Ambulance

Agency

-  Coalinga Fire Dept
-  Kingsburg Fire Dept
-  Sanger Fire Dept
-  Selma Fire Dept
-  Sequoia Safety Council
-  North Central F

ATTACHMENT B-1 Fresno County EOA



- Legend:**
-  Exclusive Operating Area [EOA]
 -  Areas Not Included in the Exclusive Operating Area

Attachment B-2
Exclusive Operating Area - Description

- I. Attachment A-2 is based upon the 2000 Census Tracts.
- II. The following Census Tracts comprise the Metro\Urban Area of the EOA:

Census Tract #1 - Includes all of Census Tract.

Census Tract #2 - Includes all of Census Tract.

Census Tract #3 - Includes all of Census Tract.

Census Tract #4 - Includes all of Census Tract.

Census Tract #5 - Includes all of Census Tract.

Census Tract #6 - Includes all of Census Tract.

*Census Tract #7 - Excludes California Avenue and Hughes Avenue, NORTH to where Valencia Avenue would intersect, *then* EAST to midway point between Crystal Avenue and West Avenue, *then* SOUTH to California Avenue, *then* WEST to Hughes Avenue.

*Census Tract #8 - Excludes Church Avenue and Hughes Avenue, NORTH to California Avenue, *then* EAST to West, *then* SOUTH to Church Avenue, *then* WEST to Hughes Avenue.

Census Tract #9 - Includes all of Census Tract.

Census Tract #10 - Includes all of Census Tract.

Census Tract #11 - Includes all of Census Tract.

Census Tract #12.01 - Includes all of Census Tract.

Census Tract #12.02 - Includes all of Census Tract.

Census Tract #13.01 - Includes all of Census Tract.

Census Tract #13.02 - Includes all of Census Tract.

Census Tract #14.03 - Includes all of Census Tract.

Census Tract #14.04 - Includes all of Census Tract.

Census Tract #14.05 - Includes all of Census Tract.

Census Tract #14.06 - Includes all of Census Tract.

- * These census tracts exclude the geographic area of North Central Fire Protection District (Ambulance Zone N) as of November 2006. These boundaries will automatically adjust with the changes in the boundaries of the North Central Fire Protection District (e.g., annexations by the City of Fresno).

Census Tract #16 - Includes the area NORTH of American Avenue *and* WEST of DeWolf Avenue

Census Tract #17 - Includes the area NORTH of South Avenue *and* WEST of Maple Avenue; *and* includes the area NORTH of Adams Avenue and WEST of Highway 99 (Including SOUTH BOUND lanes of Highway 99 to Adams Ave).

Census Tract #18 - Includes all of Census Tract.

*Census Tract #19 - Excludes all the area NORTH and WEST of the following boundary – A line from a point WEST of Valentine Avenue and the SOUTHERN boundary of the Southern Pacific Railroad tracks SOUTH to Nielsen Avenue *then* WEST to a point midway between Valentine Avenue and Brawley Avenue *then* SOUTH to a point midway between Nielsen Avenue and Whitesbridge Avenue *then* EAST to the NORTH-SOUTH alignment with the ENDPOINT of Home Avenue *then* NORTH to Home Avenue *then* EAST to Valentine Avenue *then* NORTH to a point midway between Home Avenue and Nielsen Avenue *then* EAST to the NORTH-SOUTH alignment of Prospect Avenue *then* SOUTH to the EAST-WEST alignment of Home Avenue *then* EAST along the SOUTH side of the EAST-WEST alignment of Home Avenue to the NORTH-SOUTH alignment of Lead Avenue *then* SOUTH to the EAST-WEST alignment of Dunn Avenue *then* EAST to Marks Avenue *then* SOUTH to Whitesbridge Avenue *then* WEST to the North-South alignment of Lead Avenue *then* SOUTH to Madison Avenue *then* EAST to Marks Avenue *then* SOUTH to Church Avenue *then* WEST to Valentine Avenue *then* SOUTH to Grove Avenue *then* WEST along the EAST-WEST alignment of Grove Avenue to a point midway between Valentine Avenue and Brawley Avenue *then* SOUTH to Jensen Avenue *then* WEST along the EAST-WEST alignment of Jensen to a point intersecting Chateau Fresno Avenue and excludes the area SOUTH of North Avenue WEST of the Grantland Alignment.

*Census Tract #20 - Excludes the area SOUTH and WEST of the following boundary – A line EAST from the intersection of Olive Avenue and Marks Avenue to Hughes Avenue *then* SOUTH to Dennett Avenue *then* EAST to a point WEST of the

- * These census tracts exclude the geographic area of North Central Fire Protection District (Ambulance Zone N) as of November 2006. These boundaries will automatically adjust with the changes in the boundaries of the North Central Fire Protection District (e.g., annexations by the City of Fresno).

NORTH-SOUTH alignment of Hulbert Avenue *then* SOUTH to Dennett Avenue *then* EAST to the corner of Dennett Avenue and Hulbert Avenue *then* DIAGONALLY NORTHEAST to a point midway between Hulbert Avenue and Crystal Avenue *then* SOUTH to a point midway between Dennett Avenue and Dudley Avenue *then* EAST to a point WEST of Crystal Avenue *then* SOUTH to Dudley Avenue *then* WEST to a point midway between Crystal Avenue and Hulbert Avenue *then* South to the South Branch of the Cole Ditch *then* WEST to Hughes Avenue *then* SOUTH along Hughes Avenue to the Southern Pacific Railroad tracks. Excluding the area SOUTH of Belmont Avenue bounded by Belmont Avenue to the NORTH, the Southern Pacific Railroad tracks to the SOUTH, a line running North-South midway between Monte Avenue and Pleasant Avenue to the EAST, and a line running NORTH-SOUTH midway between Marks Avenue and Monte Avenue.

- Census Tract #21 - Includes all of Census Tract.
- Census Tract #22 - Includes all of Census Tract.
- Census Tract #23 - Includes all of Census Tract.
- Census Tract #24 - Includes all of Census Tract.
- Census Tract #25.01 - Includes all of Census Tract.
- Census Tract #25.02 - Includes all of Census Tract.
- Census Tract #26.01 - Includes all of Census Tract.
- Census Tract #26.02 - Includes all of Census Tract.
- Census Tract #27.01 - Includes all of Census Tract.
- Census Tract #27.02 - Includes all of Census Tract.
- Census Tract #28 - Includes all of Census Tract.
- Census Tract #29.01 - Includes all of Census Tract.
- Census Tract #29.02 - Includes all of Census Tract.
- Census Tract #30.01 - Includes all of Census Tract.
- Census Tract #30.02 - Includes all of Census Tract.
- Census Tract #31.01 - Includes all of Census Tract.
- Census Tract #31.02 - Includes all of Census Tract.

* These census tracts exclude the geographic area of North Central Fire Protection District (Ambulance Zone N) as of November 2006. These boundaries will automatically adjust with the changes in the boundaries of the North Central Fire Protection District (e.g., annexations by the City of Fresno).

Census Tract #32.01 - Includes all of Census Tract.

Census Tract #32.02 - Includes all of Census Tract.

Census Tract #33 - Includes all of Census Tract.

Census Tract #34 - Includes all of Census Tract.

Census Tract #35 - Includes all of Census Tract.

Census Tract #36 - Includes all of Census Tract.

Census Tract #37 - Includes all of Census Tract.

*Census Tract #38.01 - Excludes all the area bounded by a line from the intersection of Dakota Avenue and Brawley Avenue NORTH to Saginaw Avenue *then* WEST to Blythe Avenue *then* SOUTH to Dakota Avenue *then* EAST to Brawley Avenue and including the area SOUTHWEST of the following boundary – A line from the intersection of Dakota Avenue and Barcus Avenue NORTH to a point SOUTH of Griffith Way. *Then* WEST to State Street *then* North to Buckingham Way *then* WEST to Polk Avenue *then* NORTH to a point SOUTH of Ashlan Avenue *then* WEST to Wheeler Avenue *then* SOUTH to Griffith Way. *Then* WEST to McCaffrey Avenue *then* NORTH to Willis Avenue *then* WEST to Carnegie Avenue *then* SOUTH to Ashlan Avenue *then* WEST to Hayes Avenue.

*Census Tract #38.03 - Excludes all areas bounded by a line from the intersection of Hayes Avenue and Gettysburg Avenue WEST to Grantland Avenue *then* SOUTH to Ashlan Avenue *then* EAST to Bryan Avenue *then* NORTH to a point midway between Ashlan Avenue and Gettysburg Avenue *then* EAST to Hayes Avenue *then* North to its point of origin. A line from the intersection of Dakota Avenue and Polk Avenue SOUTH to a point SOUTH of the intersection of Dayton Avenue and Polk Avenue *then* EAST to a point EAST of Forestierre Avenue *then* NORTH to the EAST-WEST alignment of Fedora Avenue *then* EAST to Cornelia Avenue *then* NORTH to Dakota Avenue *then* WEST to the point of origin. It also excludes areas bounded by a line from the intersection of Shields Avenue and Cornelia Avenue WEST to a point EAST of the intersection of Western Avenue and Shields Avenue *then* SOUTH to a point midway between Shields Avenue and Clinton Avenue *then* WEST to Polk

* These census tracts exclude the geographic area of North Central Fire Protection District (Ambulance Zone N) as of November 2006. These boundaries will automatically adjust with the changes in the boundaries of the North Central Fire Protection District (e.g., annexations by the City of Fresno).

Avenue *then* SOUTH to Clinton Avenue *then* EAST to a point midway between Polk Avenue and Cornelia Avenue *then* NORTH to the EAST-WEST alignment of Terrace Avenue *then* EAST to Cornelia Avenue *then* NORTH to the point origin. It also excludes areas bounded by a line from Cornelia Avenue and the EAST-WEST alignment of Weldon Avenue WEST to Polk Avenue *then* NORTH to Yale Avenue *then* WEST to a point midway between Polk Ave and Hayes Avenue *then* SOUTH to a point NORTH of McKinley Avenue *then* EAST to Polk Avenue *then* SOUTH to Floradora Avenue *then* WEST to a point midway between Polk Avenue and McCaffey Avenue *then* NORTH to McKinley Avenue *then* WEST to the intersection of McKinley Avenue and Carnegie Avenue *then* SOUTH to a point NORTH of Olive Avenue *then* EAST to a point EAST of Polk Avenue *then* NORTH to the EAST-WEST alignment of Hedges Avenue *then* EAST to the NORTH-SOUTH alignment of Western Avenue *then* SOUTH to Olive Avenue *then* EAST to a point midway between Polk Avenue and Cornelia Avenue *then* NORTH to the EAST-WEST alignment of Floradora Avenue *then* EAST to a point WEST of Cornelia Avenue *then* NORTH to McKinley Avenue *then* WEST to a point midway between Polk Avenue and Cornelia Avenue *then* NORTH to a point NORTH of McKinley Avenue *then* EAST to Cornelia Avenue *then* NORTH to the point of origin.

*Census Tract #38.04 - Excludes all of the area NORTH and WEST of the following boundary – A line SOUTH from the intersection of Dakota Avenue and Brunswick Avenue to a point south of Robinson Avenue *then* WEST to a point EAST of Blythe Avenue *then* SOUTH to a point NORTH of Dayton Avenue *then* WEST to Blythe Avenue *then* SOUTH to a point SOUTH of Dayton Avenue *then* EAST along the SOUTH side of Dayton Avenue to a point WEST of the NORTH-SOUTH alignment of El Capitan Avenue *then* SOUTH to a point where EL Capitan Avenue turns SOUTHEAST *then* SOUTHEAST to Shields Avenue *then* WEST to a point WEST of the NORTH-SOUTH alignment of El Capitan Avenue *then* SOUTH to a point NORTH of Cornell Avenue *then* West to Blythe Avenue *then* NORTH to a point midway between Shields Avenue and Cornell Avenue *then* SOUTHWEST to a point

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NORTH of the intersection of Cecelia Avenue and Cornell Avenue *then* NORTHWEST to a point WEST of the NORTH-SOUTH alignment of Katy Avenue *then* SOUTH to a point SOUTHWEST of the intersection of Katy Avenue and Cornell Avenue *then* WEST to Cornelia Avenue.

*Census Tract #38.05 - Excludes the area bounded by a line from the intersection of Clinton Avenue and Valentine Avenue WEST to a point EAST of Marty Avenue *then* NORTH along a line EAST of Marty Avenue to a point SOUTH of Michigan Avenue *then* EAST to Valentine Avenue *then* NORTH to a point midway between Princeton Avenue and Shields Avenue *then* EAST to a point intersecting the NORTH-SOUTH alignment of Felding Avenue *then* SOUTH to a point NORTH of the East Branch of the Victoria Canal *then* EAST to a point EAST of the NORTH-SOUTH alignment of the intersection of Princeton Avenue and the Victoria Canal *then* SOUTH to Princeton Avenue *then* EAST to a point midway between the intersection of Princeton Avenue and the Victoria Canal and the intersection of Marks Avenue and Princeton Avenue *then* SOUTH to a point midway between Princeton Avenue and Clinton Avenue *then* WEST to the East Branch of the Victoria Canal *then* following the Victoria Canal NORTH to a point NORTH of the midpoint between Princeton Avenue and Clinton Avenue *then* SOUTHWEST to the midpoint between Princeton Avenue and Clinton Avenue *then* WEST to a point EAST of Valentine Avenue *then* SOUTH to a point NORTH of the EAST-WEST alignment of Terrace Avenue *then* WEST to Valentine Avenue *then* South to the point of origin at Clinton Avenue and Valentine Avenue and the area bounded by a line from Clinton Ave WEST of Knoll Avenue NORTH to Brown Avenue *then* WEST to a point EAST of Brawley Avenue *then* SOUTH to Clinton Avenue *then* EAST on Clinton Avenue to its point of origin at Clinton Avenue WEST of Knoll Avenue.

*Census Tract #38.06 - Excludes all of the area SOUTH of the following boundary – A line from the intersection of Marks Avenue and Belmont Avenue WEST to the NORTH-SOUTH alignment of Lead Avenue *then* NORTH to a point midway between Belmont Avenue and Dudley Avenue *then* WEST to a point WEST of the NORTH-

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SOUTH alignment of Lead Avenue *then* NORTH to a point intersection the EAST-WEST alignment of Dennett Avenue *then* EAST to the NORTH-SOUTH alignment of Lead Avenue *then* NORTH to Floradora Avenue *then* EAST to a point EAST of the NORTH-SOUTH alignment of Lead Avenue *then* NORTH to a point midway between Floradora Avenue and McKinley Avenue *then* WEST to the NORTH-SOUTH alignment of Lead Avenue *then* North to the intersection of McKinley Avenue and Lead Avenue *then* EAST to Marks Avenue *then* North on Marks Avenue to a point midway between Weldon Avenue and Clinton Avenue *then* EAST to the NORTH-SOUTH alignment of Lead Avenue *then* SOUTH to Weldon Avenue *then* WEST on Weldon Avenue to a point WEST of Marty Avenue *then* NORTH to a point midway between the EAST-WEST alignments of Yale Avenue and Vasser Avenue *then* EAST to a point EAST of Selland Avenue *then* SOUTH to Yale Avenue *then* EAST to Valentine Avenue *then* NORTH to Clinton Avenue *then* WEST to Brawley Avenue excluding the Clinton Brawley Neighborhood Park *then* SOUTH on Brawley Avenue to the EAST-WEST alignment of Weldon Avenue *then* WEST to Blythe Avenue *then* SOUTH to a point NORTH of the termination of Katy Lane *then* WEST to Cornelia Avenue.

Census Tract #42.05 - Includes all of Census Tract.

Census Tract #42.06 - Includes all of Census Tract.

*Census Tract #42.07 - Excludes all the area WEST of the following boundary – A line from the intersection of Gettysburg Avenue and Hayes Avenue NORTH to Shaw Avenue *then* WEST to Bryan Ave *then* SOUTH to a point NORTH of Rialto Avenue *then* WEST to a point midway between Bryan Avenue and Grantland Avenue *then* NORTH to Shaw Avenue *then* WEST to Grantland Avenue *then* NORTH to the EAST-WEST alignment of Wrenwood Avenue *then* WEST to a point midway between Grantland Avenue and Garfield Avenue *then* NORTH to Bullard Avenue *then* EAST to a point WEST of Grantland Avenue *then* SOUTH to the EAST-WEST alignment with the intersection of Carnegie Avenue and Goldenstate Boulevard *then* EAST to Grantland Avenue *then* North to a point NORTH of the EAST-WEST

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alignment of Stuart Avenue *then* EAST to a point EAST of Fair Avenue *then* SOUTH to the EAST-WEST alignment of Mesa Avenue *then* EAST to where the EAST-WEST alignment of Mesa Avenue intersects HWY 99 *then* NORTHWEST on HWY 99 to the county line.

*Census Tract #42.08 - Four Islands - Excludes:

1. Island bounded by a line starting at Blythe Avenue and Spaatz Avenue, EAST to Doolittle Drive, NORTHWEST to Blythe Avenue, EAST to the end of McCampbell Drive, SOUTHEAST to Beechwood Avenue, NORTH to the river bottom, WEST along river bottom to Blythe Avenue.
2. Both sides of Buena Vista Road off of Valentine Avenue.
3. From the most northeastern corner of Census Tract #42.08, WEST along the county line to the NORTH-SOUTH alignment of Beechwood Avenue and McCampbell Drive *then* SOUTH to golf course (San Joaquin Country Club), NORTHEAST along golf course boundary turning NORTH, ending in the most northeastern corner of Census Tract #42.08.
4. The area NORTH of Birch Avenue WEST of Valentine Avenue.

Census Tract #42.09 - Includes all of Census Tract.

Census Tract #42.10 - Includes all of Census Tract.

Census Tract #42.11 - Includes all of Census Tract.

Census Tract #42.12 - Includes all of Census Tract.

*Census Tract #43.01 - Census Tract #43.01 – Three Islands – Excludes:

1. The island bounded by -A line from Alluvial Avenue and Dewey Avenue EAST to Valentine Avenue *then* SOUTH to a point midway between Chennault Avenue and Spruce Avenue *then* EAST to Marks Avenue *then* NORTH following Marks Avenue to Laguna Vista Avenue (includes both sides), *then* follow Laguna Vista Avenue SOUTH to Charles Avenue *then* follow Charles Avenue NORTH to its end point *then* SOUTHWESTERLY to Valentine Avenue *then* SOUTH down Valentine Avenue to Alluvial Avenue and Dewey Avenue.

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2. The island bounded by -A line starting at the Fig Garden Golf Course SOUTH to Boy Scout Road *then* EAST to River Bottom Road *then* NORTH to the San Joaquin River *then* NORTHWEST along the San Joaquin River to the point of origin at Fig Garden Golf Course.
3. The island bounded by -A line from the intersection of Spruce Avenue and Marks Avenue EAST to Van Ness Avenue *then* SOUTH to Fir Avenue *then* WEST to Pleasant Avenue *then* SOUTH to Beechwood Avenue *then* WEST to Monte Avenue *then* North to Locust Avenue *then* WEST to Marks Avenue *then* NORTH to the point of origin at the intersection of Spruce Avenue and Marks Avenue.

*Census Tract #43.02 - Excludes the island bounded by - A line starting at Bullard Avenue and Briarwood Avenue NORTH to exclude both sides of Stuart Avenue *then* EAST to a point midway between Pleasant Avenue and Lafayette Avenue *then* NORTH to a point midway between Escalon Avenue and Sample Avenue *then* EAST to Van Ness Boulevard *then* NORTH to a point midway between Ellery Avenue and Sierra Avenue *then* WEST to a point midway between Pleasant Avenue and Briarwood Avenue *then* NORTH to Herndon Avenue *then* EAST to Van Ness Boulevard *then* SOUTH to the EAST-WEST alignment of Magill Avenue *then* EAST to the NORTH-SOUTH alignment of Sequoia Drive *then* SOUTH to a point midway between Magill Avenue and Fremont Avenue *then* EAST to a point midway between Sequoia Drive and Forkner Avenue *then* NORTH to the EAST-WEST alignment of Magill Avenue *then* EAST to Forkner Avenue, *then* SOUTH to the EAST-WEST alignment of Menlo Avenue *then* EAST to a point midway between Forkner Avenue and Dolores Avenue *then* SOUTH to Sierra Avenue *then* EAST to a point midway between Durant Avenue and Teilman Avenue *then* NORTH to a point midway between Palo Alto Avenue and Fremont Avenue *then* EAST to Fruit Avenue *then* SOUTH to Bullard Avenue *then* WEST to Channing Way *then* NORTH to the EAST-WEST alignment of Calimyrna Avenue *then* WEST to West Avenue *then* NORTH to a point midway between Escalon Avenue and Vartikian Avenue *then*

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WEST to a point midway between West Avenue (circle) and Dolores Avenue *then* SOUTH to the southern segment of West Avenue (circle) *then* WEST to Dolores Avenue *then* SOUTH to Stuart Avenue *then* WEST to a point midway between Dolores Avenue and Forkner Avenue *then* SOUTH to the EAST-WEST alignment of Mesa Avenue *then* WEST to Forkner Avenue *then* SOUTH to exclude both sides of Mesa Avenue *then* WEST to a point midway between Forkner Avenue and Sequoia Drive *then* NORTH to Mesa Avenue *then* WEST to Van Ness Boulevard *then* SOUTH the EAST-WEST alignment of Calimyrna Avenue *then* EAST to Sequoia Drive *then* SOUTH to Bullard Avenue *then* WEST to Briarwood Avenue and the point of origin.

*Census Tract #43.03 – Two Islands –Excluding:

1. The island bounded by – A line from the intersection of Channing Way and Bullard Avenue EAST to Fruit Avenue *then* SOUTH to a point midway between Twain Avenue and Shaw Avenue *then* WEST to Teilman Avenue *then* NORTH to a point midway between Twain Avenue and Keats Avenue *then* WEST to a point midway between Teilman Avenue and Channel Way *then* NORTH to the EAST-WEST alignment of San Jose Avenue *then* WEST to West Avenue *then* NORTH to a point north of the EAST-WEST alignment of San Madele Avenue *then* EAST to a point midway between West Avenue and Brooks Avenue *then* NORTH to a point midway from current location to Barstow Avenue *then* WEST to West Avenue *then* NORTH to Barstow Avenue *then* EAST to the NORTH-SOUTH alignment of Channing Way *then* NORTH to Bullard Avenue (also excludes NCFS 47 on southwest corner of intersection).
2. The island bounded by a line from the intersection of Briarwood Avenue and Browning Avenue EAST to a point midway between Woodson Avenue and Van Ness Boulevard *then* SOUTH to the EAST-WEST alignment of Wrenwood Avenue *then* EAST to Van Ness Avenue *then* SOUTH to the EAST-WEST alignment of San Madele Avenue *then* WEST to the NORTH-

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SOUTH alignment of Woodson Avenue *then* NORTH to Barstow Avenue *then* WEST to Marks Avenue *then* SOUTH to exclude both sides of San Jose Avenue *then* EAST to the NORTH-SOUTH alignment of Briarwood *then* SOUTH to exclude both sides of Scott Avenue, Briarwood Avenue, Pleasant Avenue and Woodson Avenue *then* EAST to Van Ness Boulevard *then* SOUTH following Van Ness Avenue to Twain Avenue *then* NORTHEAST to Forkner Avenue *then* NORTH to a point NORTH of Roberts Avenue *then* WEST to Sequoia Drive *then* NORTH to Bullard Avenue *then* WEST to a point WEST of Briarwood *then* SOUTH to Roberts Avenue *then* EAST to Briarwood *then* SOUTH to Browning Avenue and the point of origin.

Census Tract #44.04 - Includes all of Census Tract.

Census Tract #44.05 - Includes all of Census Tract.

Census Tract #44.06 - Includes all of Census Tract.

Census Tract #44.07 - Includes all of Census Tract.

*Census Tract #45.03 – Two Islands – Excludes:

1. The island bounded by a line from the intersection of Sierra Avenue and Fruit Avenue EAST to Safford Avenue *then* SOUTH to Escalon Avenue *then* EAST to a point WEST of Palm Avenue *then* SOUTH to the EAST-WEST alignment of Escalon Avenue *then* EAST to a point WEST of Palm Avenue *then* SOUTH to Mesa Avenue *then* WEST to a point WEST of Safford Avenue *then* SOUTH to the EAST-WEST alignment of Calimyrna Avenue *then* WEST to a point midway between Safford Avenue and Harrison Avenue *then* SOUTH to a point NORTH of Bullard Avenue *then* WEST to Harrison Avenue *then* NORTH to the EAST-WEST alignment of Calimyrna Avenue *then* WEST to a point midway between Harrison Avenue and the NORTH-SOUTH alignment of Thorne Avenue *then* NORTH to Mesa Avenue *then* WEST to Fruit Avenue *then* NORTH to Sierra Avenue, and the point of origin.
2. The island bounded by a line from Maroa Avenue and Bullard Avenue WEST to a point WEST of Wilson Avenue *then* NORTH to a point NORTH of Stuart

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Avenue *then* WEST to a point EAST of Palm Avenue *then* NORTH to a point NORTH of Escalon Avenue *then* EAST to Colonial Avenue *then* NORTH to a point NORTH of Vartikian Avenue *then* EAST to Maroa Avenue *then* SOUTH to Bullard Avenue and the point of origin.

Census Tract #45.04 - Includes all of Census Tract.

*Census Tract #45.05 - Three Islands – Excludes:

1. The island bounded by a line from Maroa Avenue and San Jose Avenue EAST to the NORTH-SOUTH alignment of Bungalow Avenue *then* SOUTH to a point NORTH of the intersection of Bungalow Avenue and Scott Avenue *then* WEST to Maroa Avenue *then* NORTH to San Jose Avenue and the point of origin.
2. The island bounded by a line from San Jose Avenue and College Avenue SOUTH to Scott Avenue *then* WEST to a point EAST of the intersection of Scott Avenue and Bungalow Lane *then* NORTH to San Jose Avenue *then* EAST to College Avenue and the point of origin.
3. The island bounded by a line from Shaw Avenue and Maroa Avenue EAST to College Avenue *then* NORTH to Keats Avenue *then* WEST to a point midway between Bungalow Avenue and Maroa Avenue *then* NORTH to a point NORTH of Keats Avenue *then* WEST to Maroa Avenue *then* SOUTH to Shaw Avenue and the point of origin.

*Census Tract #45.06 - Two Islands – Excluding:

1. The island bounded by a line from Fruit Avenue and San Jose Avenue EAST to Arthur Avenue *then* SOUTH to a point midway between Keats Avenue and Twain Avenue *then* EAST to a point midway between Arthur Avenue and Thorne Avenue *then* SOUTH to a point midway between Twain Avenue and Shaw Avenue *then* EAST to a point midway between Thorne Avenue and Harrison Avenue *then* NORTH to Twain Avenue *then* EAST to a point midway between Harrison Avenue and Palm Avenue *then* NORTH to San Jose Avenue *then* EAST to Palm Avenue *then* NORTH to San Ramon Avenue *then* WEST to a point midway between Palm Avenue and Harrison Avenue *then* NORTH to

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Barstow Avenue *then* WEST to the NORTH-SOUTH alignment of Arthur Avenue *then* NORTH to Browning Avenue *then* EAST to a point midway between Harrison Avenue and Palm Avenue *then* NORTH to a point midway between Browning Avenue and Roberts Avenue *then* EAST to a point WEST of Palm Avenue *then* NORTH to Celeste Avenue *then* EAST to a point WEST of Palm Avenue *then* NORTH to a point midway between Celeste Avenue and Morris Avenue *then* WEST to a point midway between Palm Avenue and Harrison Avenue *then* NORTH to Bullard Avenue *then* WEST to the NORTH-SOUTH alignment of Thorne Avenue *then* SOUTH to Celeste Avenue *then* WEST to Arthur Avenue *then* NORTH to a point midway between Morris Avenue and Bullard Avenue *then* WEST to Fruit Avenue *then* SOUTH to San Jose Avenue and the point of origin.

2. The island bounded by a line from Shaw Avenue and Maroa Avenue NORTH to San Carlos Avenue *then* WEST to Nantucket Avenue *then* NORTH to the EAST-WEST alignment of San Madele Avenue *then* WEST to a point midway between Nantucket Avenue and Winchester Avenue *then* NORTH to Barstow Avenue *then* EAST to the NORTH-SOUTH alignment of Nantucket Avenue *then* NORTH to the EAST-WEST alignment of Robinwood Lane *then* EAST to Maroa Avenue *then* NORTH to the EAST-WEST alignment of Celeste Avenue *then* WEST to Winchester Avenue *then* NORTH to Morris Avenue *then* EAST to a point midway between Winchester Avenue and Nantucket Avenue *then* NORTH to Bullard Avenue *then* WEST to the NORTH-SOUTH alignment of Wilson Avenue *then* SOUTH to Morris Avenue *then* WEST to a point midway between Ferger Avenue and Palm Avenue *then* SOUTH to a point NORTH of Robinwood Lane *then* EAST to Ferger Avenue *then* SOUTH to Robinwood Lane *then* EAST to Wilson Avenue *then* SOUTH to Barstow Avenue *then* WEST to a point EAST of Palm Avenue *then* SOUTH to San Ramon Avenue *then* EAST to the western end of San Carlos cul de sac *then* SOUTH to Scott Avenue *then*

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WEST to Exclude all of Roosevelt Avenue *then* SOUTH to Shaw Avenue *then* east to Maroa Avenue and the point of origin.

Census Tract #46.01 - Includes all of Census Tract.

*Census Tract #46.02 - Excludes the area SOUTH and WEST of the following boundary – A line from the intersection of Ashlan Avenue and Palm Avenue NORTH to Alamos Avenue *then* WEST to Harrison Avenue *then* NORTH to Shaw Avenue *then* WEST to a point one-third of the way between Harrison Avenue and Thorne Avenue *then* SOUTH to a point SOUTH of Shaw Avenue *then* WEST to Thorne Avenue *then* NORTH to the EAST-WEST alignment of Sierra Madre Avenue *then* WEST to a point WEST of Thorne Avenue *then* SOUTH to a point midway between Sierra Madre Avenue and Fairmont Avenue *then* WEST to a point midway between Thorne Avenue and Arthur Avenue *then* SOUTH to the EAST-WEST alignment of Fairmont Avenue *then* WEST to Arthur Avenue *then* SOUTH to a point SOUTH of Fairmont Avenue *then* WEST to a point midway between Arthur Avenue and Vagedes Avenue *then* NORTH to the EAST-WEST alignment of Fairmont Avenue *then* WEST to a point midway between Vagedes Avenue and Fruit Avenue *then* WEST to Fruit Avenue, Excluding the area bounded by a line from Fruit Avenue SOUTH of Swift Avenue EAST to the NORTH-SOUTH alignment of Vagedes Avenue *then* SOUTH to the EAST-WEST alignment of Swift Avenue *then* EAST to Arthur Avenue *then* SOUTH to Ashlan Avenue *then* WEST to Fruit Avenue *then* NORTH on Fruit Avenue to the point of origin south of Swift Avenue.

Census Tract #47.01 - Includes all of Census Tract.

Census Tract #47.03 - Includes all of Census Tract.

Census Tract #47.04 - Includes all of Census Tract.

Census Tract #48 - Includes all of Census Tract.

*Census Tract #49 - Excludes the area bounded by – A line from the intersection of Ashlan Avenue and Fruit Avenue SOUTH to the railroad tracks *then* SOUTHEAST to a point midway between Hampton Way and Bellaire Way *then* EAST to Thorne Avenue *then* SOUTH to railroad tracks *then* SOUTHEAST following the tracks to

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Palm Avenue *then* NORTH to Ashlan Avenue *then* WEST to Fruit Avenue and the point of origin.

*Census Tract #50 - Excludes the area bounded by – A line from the intersection of Maroa Avenue and Shaw Avenue SOUTH to Swift Avenue *then* EAST to the NORTH-SOUTH alignment of Bungalow Avenue *then* SOUTH to the EAST-WEST alignment of Austin Way *then* EAST to Delmar Avenue *then* SOUTH to Ashlan Avenue *then* EAST to Glenn Avenue *then* NORTH to a point midway between Ashlan Avenue and Austin Way *then* EAST to point midway between Glenn Avenue and Blackstone Avenue *then* NORTH to point midway between Austin Way and Swift Avenue *then* WEST to end of Austin Way *then* NORTH to Swift Avenue *then* WEST to Glenn Avenue *then* NORTH to Holland Avenue *then* WEST to the NORTH-SOUTH alignment of San Pablo Avenue *then* NORTH to San Pablo Avenue *then* EAST to a point midway between San Pablo Avenue and Glenn Avenue *then* NORTH to Indianapolis Avenue *then* EAST to a point WEST of Glenn Avenue *then* NORTH to a point NORTH of Indianapolis *then* WEST to the NORTH-SOUTH alignment of San Pablo *then* NORTH to a point SOUTH of Gettysburg Avenue *then* EAST to Glenn Avenue *then* SOUTH to the EAST-WEST alignment of Norwich Avenue *then* EAST to a point midway between Glenn Avenue and Blackstone Avenue *then* NORTH to Gettysburg Avenue *then* EAST to a point WEST of Blackstone *then* NORTH to a point NORTH of Gettysburg Avenue *then* WEST to a point midway between Glenn Avenue and Blackstone Avenue *then* NORTH to the EAST-WEST alignment of Sierra Madre Avenue *then* WEST to Glenn Avenue *then* NORTH to a point midway between Sierra Madre Avenue and Shaw Avenue *then* WEST to a point midway between Glenn Avenue and San Pablo Avenue *then* NORTH to Shaw Avenue *then* WEST to Maroa Avenue and the point of origin.

Census Tract #51 - Includes all of Census Tract.

Census Tract #52.01 - Includes all of Census Tract.

Census Tract #52.02 - Includes all of Census Tract.

Census Tract #53.01 - Includes all of Census Tract.

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Census Tract #53.02 - Includes all of Census Tract.
Census Tract #53.04- Includes all of Census Tract.
Census Tract #53.05- Includes all of Census Tract.
Census Tract #54.03 - Includes all of Census Tract.
Census Tract #54.04 - Includes all of Census Tract.
Census Tract #54.05 - Includes all of Census Tract.
Census Tract #54.06 - Includes all of Census Tract.
Census Tract #54.07 - Includes all of Census Tract.
Census Tract #54.08 - Includes all of Census Tract.
Census Tract #55.03 - Includes all of Census Tract.
Census Tract #55.04 - Includes all of Census Tract.
Census Tract #55.05 - Includes all of Census Tract.
Census Tract #55.06 - Includes all of Census Tract.
Census Tract #55.07 - Includes all of Census Tract.
Census Tract #55.08 - Includes all of Census Tract.
Census Tract #55.09 - Includes all of Census Tract.
Census Tract #55.10 - Includes all of Census Tract.
Census Tract #55.11 - Includes all of Census Tract.
Census Tract #55.12 - Includes all of Census Tract.
Census Tract #55.13 - Includes all of Census Tract.
Census Tract #55.14 - Includes all of Census Tract.
Census Tract #55.15 - Includes all of Census Tract.
Census Tract #56.02 - Includes all of Census Tract.
Census Tract #56.04 - Includes all of Census Tract.
Census Tract #56.05 - Includes all of Census Tract.
Census Tract #56.06 - Includes all of Census Tract.
Census Tract #57.01 - Includes all of Census Tract.
Census Tract #57.02 - Includes all of Census Tract.
Census Tract #57.03 - Includes all of Census Tract.

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- Census Tract #57.04 - Includes all of Census Tract.
- Census Tract #58.01 - Includes all of Census Tract.
- Census Tract #58.02 - Includes all of Census Tract.
- Census Tract #58.03 - Includes all of Census Tract.
- Census Tract #59.03 - Includes all of Census Tract.
- Census Tract #59.04 - Includes all of the area NORTH of Kings Canyon Road; *and* includes the area WEST of DeWolf Avenue.

III. The following Census Tracts comprise the Rural Area of the EOA:

*Census Tract #39 – Excludes the area NORTH of American Avenue and EAST of the alignment with Howard Avenue from American Avenue to South Avenue. Excludes the area EAST of James Road alignment from Belmont Avenue to American Avenue and excludes the area NORTH of Belmont Avenue from James Road to the alignment with Calaveras Avenue.

Census Tract #40 - Excludes all of Census Tract.

Census Tract #41 - Excludes all of Census Tract.

Census Tract #59.02 – Excludes the area SOUTH of Ashlan Avenue.

Census Tract #64.01 - Includes the all of the area NORTH of the following boundary - a straight line from the intersection of Watts Valley Road and the Friant-Kern Canal EAST to the intersection of Trimmer Springs Road and Sunnyslope Road *and* then following Trimmer Springs Road EAST to the intersection of Trimmer Springs Road and Balch Camp Road.

Census Tract #73 – Includes all of the area WEST of East Avenue.

Census Tract #74 - Includes all of the area WEST of Highway 43.

Census Tract #75 - Includes all of Census Tract.

*Census Tract #76 – Excludes the area NORTH of South Avenue from Howard Avenue to Westlawn Avenue and NORTH of the Alignment of American Avenue from Westlawn Avenue to the alignment with Bryan Avenue.

* These census tracts exclude the geographic area of North Central Fire Protection District (Ambulance Zone N) as of November 2006. These boundaries will automatically adjust with the changes in the boundaries of the North Central Fire Protection District (e.g., annexations by the City of Fresno).

Census Tract #77 - Includes all of Census Tract.

Census Tract #78 - Includes all of the area NORTH of the following boundary - A line from the intersection of Mt. Whitney and Colusa Avenue SOUTHEAST to the intersection of Fresno-Coalinga Road and Butte Avenue, then EAST to the intersection of Sections 4, 5, 8 and 9 of Township 18S, Range 18E, and then SOUTHEAST to the intersection of Jameson Avenue and Oakland Avenue and the boundary of Lemoore Naval Air Station.

*Census Tract #82 -- Excludes the area NORTH of American Avenue and EAST of the El Dorado Avenue.

Census Tract #83.02 - Includes all of Census Tract.

Census Tract #84.01 - Includes all of Census Tract.

Census Tract #84.02 - Excludes the area bounded by a line from the intersection of Merrill Avenue and the County line EAST to the intersection of Merrill Avenue and Custer Avenue *then* NORTH on Custer Avenue to Valeria Avenue *then* EAST on Valeria to intersection that exists at the half-way point between Custer Avenue and the Colony East Ditch *then* NORTH to a point the exists half-way between Valeria Avenue and Hobart Avenue *then* EAST to the Colony East Ditch *then* NORTH along the Colony East Ditch to the intersection with the Colony West Ditch *then* NORTHWEST to the intersection of the Colony West Ditch and the County line.

IV. The following Census Tracts comprise the Remote/Wilderness Area of the EOA:

Census Tract #64.02 - Includes all of Census Tract.

* These census tracts exclude the geographic area of North Central Fire Protection District (Ambulance Zone N) as of November 2006. These boundaries will automatically adjust with the changes in the boundaries of the North Central Fire Protection District (e.g., annexations by the City of Fresno).

ATTACHMENT C-1
Reedley EOA

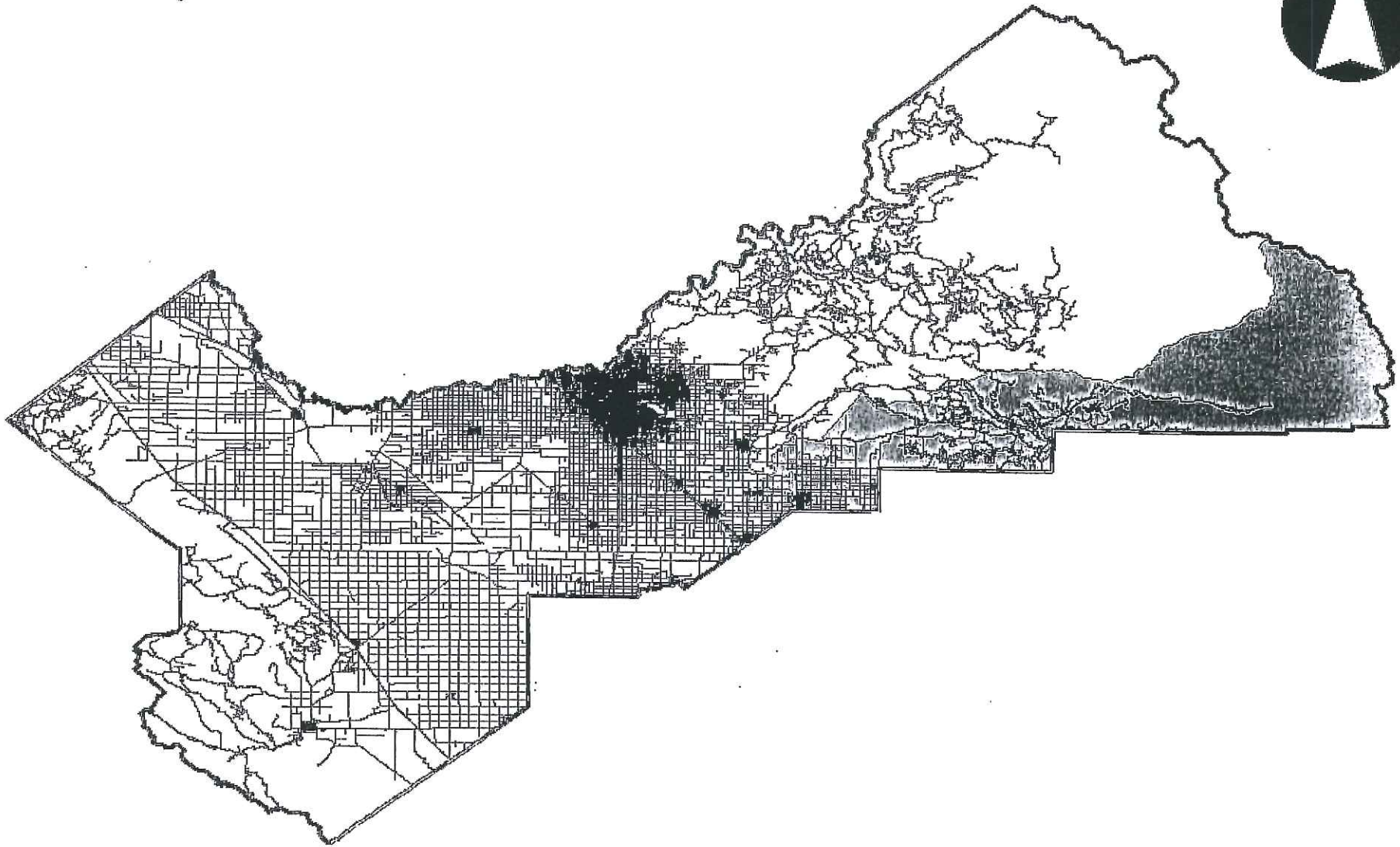


Exhibit C-2
Description of Reedley EOA
Ambulance Zone "J"

The following Census Tracts and descriptions comprise the Rural Response Area of Ambulance Zone J:

Census Tract #63 – Includes all of the area SOUTHEAST of the following boundary – from the intersection of the Cameron Slough and the Kings River, NORTHEAST along the Cameron Slough to the intersection of Reed Avenue and the Cameron Slough *and* then NORTH on REED Avenue to Kings Canyon Road *and* then EAST on Kings Canyon Road to the Friant-Kern Canal, *except for* the area SOUTH of Adams Avenue and WEST of Alta Avenue.

Census Tract #64.03 – Includes all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.

Census Tract #65 – Includes all of Census Tract.

Census Tract #68.01 – Includes all of the area EAST of Mendocino Avenue *and* NORTH of Floral Avenue.

Census Tract #68.02 – Includes all of the area WEST of Smith Road, *except for* the area SOUTH of Floral Avenue.

Census Tract #69 – Includes all of the area SOUTHEAST of the Cameron Slough.

Census Tract #64.02 – Excluding all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.

paramedic staff are licensed with the California Emergency Medical Services Authority.

See Attached Letter from American Ambulance.

Fresno County Contract 07-292 and CCEMSA policy 200, specifies American Ambulance as the paramedic provider servicing the “Fresno County Exclusive Operating Area”, including the area of the Big Fresno Fair. Licensing and certification, as well contract compliance is monitored by the Central California Emergency Medical Services Authority. See Attachment from Fresno County.

Each paramedic ambulance is equipped to provide Advanced Life Support as outlined in CCMESA policy 291, including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medications, spinal immobilization, splinting and hemorrhage control.

- C. Describe the on-track first aid facility, including equipment and medical staffing:

Each paramedic ambulance is equipped to provide Advanced Life Support as outlined in CCMESA policy 291, including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medications, spinal immobilization, splinting and hemorrhage control.

- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:

**Breana Siliznoff
614 W. Muncie
Clovis, CA 93619
559-977-8477**

- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:

Community Medical Centers, 2823 Fresno Street, Fresno, Ca. 93715 (559) 459-6000.

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey’s room to be used in the event of an on-track injury to a jockey:

See Attached

- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):

Lauri King, Deputy Manager II

- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

See Attached

- I. Name of the workers’ compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details):

15C First aid and Medical Staffing

The Big Fresno Fair provides emergency medical services which support comprehensive care for jockeys, track staff and allied personnel. Emergency care focuses on immediate stabilization, comfort and transportation of injured racetrack personnel to appropriate local hospitals.

The on-track ambulance is a paramedic staffed advanced life support unit, dedicated solely to racing and racing related events. The ambulance is present trackside during training and on the track during racing. This ambulance is responsible for providing emergency medical services and transportation. When the services of the on-track ambulance are required, an additional ambulance will immediately be sent to replace the on-track ambulance.

During regular fair hours, at least one or more advanced life support ambulances are available onsite, as well as a fully staffed first-aid station that can provide advanced and basic life support. Additional EMS resources, including rescue and air ambulance, are immediately available in the local area.

Patients will be transported per CCEMSA policy 547, based on medical necessity and/or patient preference. There are 4 local receiving facilities that provide comprehensive emergency medical services, including a Level One Trauma Center.

Community Regional Medical Center (Level One Trauma Center),

2823 Fresno St. Fresno CA 93721

(559) 459-33308.

Saint Agnes Medical Center. 1303 E. Herndon, Fresno, CA 93711

(559) 449-3205

Clovis Community Hospital, 2755 Herndon, Clovis CA 93611

(559) 324-4040

Kaiser Foundation Medical Center, 7300 N Fresno St. Fresno, CA 93720

(559) 448-5555

Onsite communication services are provided to ensure contact between all emergency care personnel.

Communications are maintained between racing operations and the on-track ambulance via VHF radio, utilizing cell phones as a secondary resource. The on-track ambulance, additionally, maintains contact with the CCEMSA communications center through VHF and UHF radio, utilizing cellular service as a backup system.

The CCEMSA communications center is a Public Safety Answering Point. All personnel are informed to call 911 in the event emergency medical services are needed and other communications systems are not functional, and/or the on-track ambulance is disabled or otherwise unavailable.

The Big Fresno Fair provides the services of a Kimzey Horse Ambulance, as well as a senior experienced driver who is responsible for the evacuation and disposition of injured horses.

15F Medical Protocols and Procedures: English

In case of an accident on the racetrack, the following procedures shall be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuated.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for management of the accident scene. The track security representative shall be responsible for keeping bystanders away from the accident scene.
2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area, as well as prevent visitation from bystanders from entering the accident area.
3. A member of the track security staff shall be responsible for escorting emergency vehicles.
4. The security staff shall be responsible for all crowd control activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses or property.
2. Horses with severe injuries should be transported off the track via the horse ambulance, whenever it is practical to do so.
3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.
4. A screen blocking the public's view of the injured horse shall be set up prior to the euthanasia procedure.
5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.
2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible that is responsible for the management of the accident scene.

Announcer

1. The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc.), enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.
2. An additional member of the management team should report to the video department in order to monitor the scene and access the extent of video coverage to be transmitted to the public.

3. A member of the management team should provide input as to announcements to be made by the track announcer.
4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to the family member of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.
5. All public address announcements and responses to press inquiries are within the sole purview of the senior members of the management team then available.

All Department Heads

All department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

15F Medical Protocols and Procedures: Spanish

Artículo #14F Español

Procedimientos del Gran Ferira de Fresno en los accidentes de carreras de caballo.

Ambulancia de Pista

La ambulancia de pista llegara in mediatamente al escena del accidente y asumira triage y las responsabilidades de cuidado del paciente y evacuar.

La Seguridad

- 1.) Tan pronto como seaposible, un miembro de personal de seguridad de pista in formará a la escena del accidente y posterior mente tomará la dirección de la EMT responsable del manejo de la escena.
- 2.) Un miembro del personal de seguridad de pista procederá a la sala de jockey para a segurar el área de traslado de ambulancia y evitar visitas de personas de la zona del accidente.
- 3.) Un miembro del personal de seguridad de pista se encargará de escoltar vehiculos de emergencia.
- 4.) Personal de seguridad sera responsable para toda las actividades de control de la gente.

Carreras Pista de Personal/Veterinario

- 1.) A su llegada a la escena el outrider debe tener el caballo lesionado con el fin devitar más daños a personas, caballos y propiedad.
- 2.) Caballos con lesiones graves deben ser transportados fuera de la pista a través de la ambulancia de caballos siempre que sea práctico hacerlo.
- 3.) El veterinario de la pista debrerá tomar la decisión acerca de la necesidad de la eutanasia en la pista.
- 4.) L9a pantalla de bloqueo del publico del caballo lesionado se establecerá antes del procedimiento del eutanasia.
- 5.) Outriders son responsables de la eliminación de cualquier residuo de la pista después de la extirpación de la persona lesionada o caballo de la pista.

Personal de Planta

- 1.) La ambulancia del caballo deberá via jar in mediatamente a la escena del accidente siempre y cuando parece que un caballo requieve transporte.
- 2.) Miembros del personal de planta que se encuentran cerca del accidente se prestarán asistencia en el bloquero de la accidente de la vista publica y deberá tomar la dirección de la EMT responsable del manejo de la escena de accidente.

Anunciador

El anunciador hará jinetes tanto de la situación como la (ubicación de un caballo suelto o la necesidad de parar el caballo etc.) que les permita tomar las medidas necesarias para mitiqar los problemas adicionales.



August 12, 2021

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The Big Fresno Fair Department Fire Inspection is scheduled for Friday, August 13, 2021. As was the case in the Alameda County Fairgrounds fire clearance it will not comply with 4 CCR 1927 for the 2021 racing season. The Big Fresno Fair will comply with all County Fire requirements.

CARF previously had requested the rule be revisited and address exceptions to the requirements listed in 4 CCR 1927 as they apply to the fairs and auxiliary stabling sites. Our position remains the same and would ask in the interim the Big Fresno Fair be granted an exemption to this rule for the 2021 Racing Season.

Regards


Larry A. Swartzlander
Executive Director, CARF

See Attached

- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

See Attached

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall pursuant to Business and Professions Code section 19481.3 maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.



July 6, 2021

To: California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Big Fresno Fair/21st DAA
1121 S Chance Ave
Fresno, CA 93702

Please be advised that the Big Fresno Fair/21st DAA is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. GENERAL LIABILITY PROGRAM

- A. Primary Coverage \$100,000 self-insured retention California Fair Services Authority
(includes liquor liability)
Coverage continuous until cancelled
- B. Excess Coverage \$24,900,000 in excess of \$100,000 (includes Liquor Liability)
Coverage provided by CSAC Excess Insurance Authority
Term: 7/1/2021 to 7/1/2022

II. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

- A. Primary Coverage \$250,000 self-insured retention California Fair Services Authority
Coverage continuous until cancelled
- B. Excess Coverage (a) Workers' Compensation: Statutory Limit in excess of \$250,000
(b) Employers' Liability: \$4,750,000 in excess of \$250,000
Coverage provided by CSAC Excess Insurance Authority
Term: 7/1/2021 to 7/1/2022

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the Big Fresno Fair/21st DAA as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,

Mario Castagnola

Mario Castagnola
Risk Analyst

**1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO, CA 95815
PHONE: (916) 921-2213 | FAX: (916) 646-1238**

WWW.CFSA.ORG

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. Names and addresses of all persons to whom a concession or service contract has been given, other than those already identified, and the goods and/or services to be provided by each:
 Food & Non-Alcoholic Beverages

COMPANY	OWNER	ADDRESS	CONCESSION SERVICE
Pardini Fair Ventures, L.P.	James Pardini	2257 W. Shaw Fresno, CA 93711	Food & Beverage, Alcoholic & Non-Alcoholic Beverage
Winners Circle	Don Fowler Jr	916-205-5384	Providing food and non-alcoholic beverages to the Jockey Room
Speeda Sound	Mike King	5617 W. San Madele Fresno, Ca. 93722	Sound Equipment
Bob's Card, Inc.	Tiffany Bohland	6288 Highland Meadows Medina, OH 44256	Tip Sheets
Cal Horse	Rick Harris	26807 Proveda Mission Viejo, Ca. 92691	Tip Sheets
Vassar Photography	Bill Vassar	5075 Double Point Way Discovery Bay, CA 94505	Winner's Circle Photos
1 Sound View Loop	CARF Contract	South Salem, NY 10590	Starting Gate
Bailey Mobile Laundry	Frances Lorene Dutton	1129 Avenida Sevilla #7-B Walnut Creek, Ca. 94595-3741	Jockeys Laundry
Delmar Graphics	Del Scott	7806 Honors Court Pleasanton, CA 94588	Program Printing
NOTWINC	Bryan Wayte	11875 Dublin Blvd. Dublin, Ca. 94568	Armored Car Service

- B. Does the fair plan to provide its own concessions? Yes No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting:
Please See Attached Marketing Plan
- B. Promotional/ Marketing budget for this race meeting:
Please See Attached Marketing Plan

Promotional/Marketing budget for prior race meeting:

As noted in our plan, the overall Operating Expense of Live Horse Racing is \$1,128,875. The overall Operating Expense of the Fair is \$7,557,377 The overall Revenue from Live Horse Racing is \$915,100. The overall Revenue of the Fair is 8,333,776.

Please See Attached Promotional & Marketing budget for 2021.

- C. Number of hosts and hostesses employed for meeting:
22
- D. Describe facilities set aside for new fans:
Created Beginner's Guide to Betting that will be available at each window, NEW Ask Me employees to help answer questions of customers. We have also created a NEW event/corporate area to increase the opportunity to bring clients or companies to the Fair in the Racing facility.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefits:

- More than 6,350 trees planted as well as 156 boxed mature olive trees.
- Backside improvements to the tack rooms and new stall doors.
- Grandstand second floor restrooms, new tile floors and new paint & water efficient fixtures.
- Permanent grass planted in the infield; over two miles of sprinklers installed.
- Paddock: New recycled rubber tile floor and drainage system installed. New flowers added in 2017.
- Completely re-built eight barns and built 40 wash racks.
- Remodeled backside restaurant and new Satellite Wagering facility including new restrooms.
- Completely painted all barns and buildings on the backstretch.
- Tote Board refurbished with rock, plus a new 14' waterfalls.
- Outside rail raised to meet CHRB standards for safety.
- New Infield Race Gate Entrance
- New Sports Bar in the Grandstand; "Starter's Sports Bar"
- New Churchill Downs gazebo in the VIP Horse Racing Parking Lot (Chance Parking Lot)
- Half a mile of privacy fencing added to the Race Track.
- Re-Painted the 1st floor of the Grandstand.
- Placement of a new fire hydrant at the Grandstand.
- New paint in the Box Seat area in the Grandstand.
- New drip to all trees in the backside area.
- Working to improve and upgrade tack rooms.

18. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from previous year:

Admission (general)	\$12.00	\$8.00 Child	\$8.00 Seniors
Admission (clubhouse)	\$10.00		
Reserved seating (general)	\$6.00	(increased price per \$1.00 per ticket this year)	
Reserved seating (clubhouse)	\$10.00		
Parking (preferred)	\$10.00		
Parking (Chance Lot)	\$15.00		
Parking (valet)	N/A		
Parking (season)	\$200		
Programs (on-track)	\$2.50		
(off-track)	\$2.50		

B. Describe any "Season Boxes" or other special accommodation fees:

Box seats are sold in advance - \$642.00 (Box of 4)
Daily box seats are sold individual at \$7/ea. (if available)

C. Describe any "package" plans such as combined parking, admission and program:
Season Passes will be sold for only \$38.00 which allows the horse players admission to the Fair every day of the Fair, a total of 12 days for only \$38.00

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters:

<input checked="" type="checkbox"/>	Corners (lockers and cubicles)	How many	<input type="text" value="23"/>
<input checked="" type="checkbox"/>	Showers	<input checked="" type="checkbox"/>	Steam room, sauna or steam cabinets
<input type="checkbox"/>	Masseur	<input checked="" type="checkbox"/>	Food/beverage service
		<input checked="" type="checkbox"/>	Lounge area
		<input checked="" type="checkbox"/>	Certified platform scale

B. Describe the quarters to be used for female jockeys:

Quarters for female jockeys are the same as the men's quarters. Built in 1990 and 1991. Separate locker rooms, restrooms, sauna room, bunkroom, and shower room for female jockeys.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet.

B. Number of rooms used for housing on the backstretch of the racetrack:
126 Tack Rooms

C. Number of restrooms available on the backstretch of the racetrack:
Five trailers—one, 20-foot restroom trailers with two restrooms each available for both men and women; and two, 28-foot shower trailers with four showers and 1 restroom each available for both men and women and two 40 – foot trailers with two restrooms and four showers each available for both men and women.

D. Estimated ratio of restrooms to the number of backstretch personnel:
**1 – Receiving Barn; 58 in RV Trailer Park; 3 Portable Toilets (2 @Gate #10; 1 @Gap)
1 – Racing Secretary's Office; 1 – Winner's Circle Café.**

21. TRACK SAFETY

A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: feet.

B. Describe the type of track surface at the facility, including the specific track surface composition:
Organic dirt, silt, clay, sand, and Fir bark

C. The percent of cross slope in the straight-aways is: **5.3% - 5.4%**
The percent of cross slope in the center of the turns is: **5.6%**

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.
Inner rail, metal (powder coated); outer rail, metal, aluminum and galvanized chainlink; inner rail supports, metal gooseneck; inner rail top shield is made of sheet metal; shield is 39" above the track surface.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Steve Wood, Track Master**

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **Attached.**

- G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

22. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state):
No Exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
Horsemen's Agreement on file with CHRB.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845
- D. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state):
No Exceptions
- E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair except as follows (if no exceptions, so state):
No Exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

23. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

Lauri King
Print Name
Deputy Manager II



Signature
July 8, 2021



2021

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2021 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

**I.
TERM**

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2021.

**II.
STATUS OF THE PARTIES**

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF"). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement, and that this agreement shall be binding upon all such TRACKS, their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred racehorses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.

DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 CARF and TRACKS, and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers, Inc. (“CTT”), and to the horse owners in the form of purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen's Foundation, Inc.; and 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC, paid to NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources,

including, but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2021 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2021 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse moneys generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agree to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2021 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2021 Meet, TRACKS agree to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment.

IV.

AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at

TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2021 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

- (a) The submission of such claim to the CHRB for resolution; or,
- (b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including money damages, specific performance, and/or injunctive relief.

V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair whereas purses for stakes races shall not exceed 20% of the total purse distribution.

(b) Unless expressly agreed otherwise by TOC, CARF and TRACKS shall ensure that all stakes races offered, whether offered as a scheduled or overnight stake events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance,

or other criteria set by the ICSC. The 2021 Stakes Schedule is included for reference in Attachment B.

For all other stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 24 (twenty-four) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

(c) In 2021, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule is approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated on Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C without first obtaining the written approval of TOC, which will not be

unreasonably withheld.

5.5 “Dates” preference for entries will be as agreed upon by the TOC and CARF Racing Secretary.

5.6 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS.

5.7 (a) Maiden races shall not be written for a claiming price of less than \$5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500, except at Humboldt County Fair where claiming races shall not be written for a claiming price of less than \$1,600.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than five (5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of

such preference when races are published.

5.8 Purses for all races run at the \$10,000 level and below during the 2021 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level and above during the 2021 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.9 A "Participation Purse" in the amount of \$450.00 as determined by TOC in its sole discretion and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

5.10 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI. CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACKS as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a

California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

Furthermore, CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII. MUTUAL COOPERATION

7.1 (a) CARF and TRACKS, and TOC represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other

persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC, and if TOC finds the claim meritorious may represent the owner and present such grievance to TRACKS and if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space and the character of the meets contemplated to be held by TRACKS. TRACKS shall endeavor to accommodate California domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race. Stall rental charges for horses that do not participate in the race meet will be as described in

Attachment D.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACKS' stall space within 48 hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2021 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to racehorses during their meet. Golf courses controlled by TRACKS shall be limited to play during each day from early morning to two hours before the first post. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES - At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A.M. and to remain open until 10:00 A.M. every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2021 Meet. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense, without right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2021 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2021 Fair meetings are as follows:

- a) Two year olds:
 - i) First time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
 - ii) First time starters in races six furlongs or over: three works, one of which is at least five-eighths mile and a gate OK.

- b) Three year olds and up:
 - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval

- iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.
- c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile who will be required to work race distance.
- d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2021 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2021 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also eligible list containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 11:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

8.16. Unless agreed otherwise in writing by the parties, TRACKS agree to maintain, at no cost to TOC, appropriate “Finish Line” signage, equal in size and character to its own, in the first position past the finish line during the TRACKS’ 2021 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent(s), or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. CARF and TRACKS, and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

IX. PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2021, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for administration and distribution of purses, according to the authorization described in statute.

9.3 If at the close of its meet CARF shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by CARF unless otherwise agreed to by the

Parties. In furtherance of that point, the Parties agree that as of April 31, 2021, the CARF purse account will be underpaid by \$55,026.41 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X. FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

10.3

XI. SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6:00 A.M. and 8:00 P.M. on racing days and 6:00 A.M. and 2:00 P.M. on non-racing days.

XII. FACILITIES FOR TOC REPRESENTATIVES

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary's office equipped with a desk, telephone, and internet access for the use of TOC's authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out-of-pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

XIII. OWNERS' PROPRIETARY RIGHTS AND BENEFITS

13.1 TRACKS agree that should they desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g. the sale of merchandise bearing the name or likeness of a horse, TRACKS shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

13.2 TRACKS acknowledge that, in the context of simulcasting, televising, and the re-broadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners' organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2021 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2021 Meet. TOC consents to TRACKS' use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by CARF or TRACKS to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree to obtain TOC' s prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

13.4 TRACKS and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACKS and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following: An amount equal to at least one-half (50%) of the net compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by CARF, Fair TRACK where said race(s) are to be conducted and TOC.

13.5 TOC, on behalf of all owners participating in TRACKS' 2021 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 TRACKS agree to the following Owner Benefits to all owners who possess

a current and valid CHRB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2. Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse
6. Reserved seating for owners with a horse in a Stakes plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video.

XIV. INTERSTATE SIMULCASTING OF RACES

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support

and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

**XV.
INTRASTATE SIMULCASTING OF RACES**

15.1 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS.

15.3 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast

facility unless some other distribution is agreed upon by TOC and TRACKS.

XVI.
INTERNATIONAL SIMULCASTING

16.1 TRACKS have requested the consent of TOC to the international simulcast of its races as listed on Attachment E. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS.

TRACKS and TOC understand that TRACKS may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to the same or other foreign satellite locations. TRACKS and TOC agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by CARF or TRACKS and TOC. Any amendment must comply with the provisions outlined in Article XXIV.

XVII.
INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2021 Meets for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

In addition to any other terms set forth therein, Track acknowledges that TOC intends to condition the consents requested above on, at a minimum, the following requirements being satisfied for each ADW:

- i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.
- ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual parimutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

B. Providers shall be required to provide an end of meet parimutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen’s organization, and provided to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

IV. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen’s organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

b. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XVIII. INTERSTATE ADVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2021 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment “F.”

TOC consents to such simulcasts pursuant to and in accordance with the terms and conditions of TOC’s consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq. In addition to any other terms set forth therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out-of-state residents on Thoroughbred races conducted at TRACKS during their 2021 Meets as follows:

18.1 Approved ADW providers “broadcast partners” agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as

compensation for the broadcast or televising of races conducted at TRACKS during their 2021 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

18.2 Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective out-of-state ADW wagering handle information;

18.3 Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

18.4 Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

- A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, out-of-state residents on California horse races;
- B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
- C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:
 - i. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
 - ii. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

of such wagers. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

- iii. If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out-of-state residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,
- iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- v. Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XIX. FIRE AND DISASTER INSURANCE

19.1 The fire and disaster insurance policy is attached as Exhibit H. CARF shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit H shall be credited as an offset to the liability of CARF, if any. CARF shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit H terminate during the Term. Additionally, if no policy is attached as Exhibit H upon execution of this Agreement, CARF shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

19.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACKS.

19.3 The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACKS toward the recovery of such owner or trainer from TRACKS.

XX. MISCELLANEOUS

20.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

20.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

20.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a writing signed by all parties.

20.4 Attorney' s Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 Inconsistent Language: When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

20.7 Notices: Notices required to be given under this agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows:

- (a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.
- (b) If to TOC, to Mary Forney, Executive Director, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

20.8 TRACKS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

20.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

20.10 Modifications: CARF and TOC agree that a "Side Letter to CARF & TOC Race Meet Agreement" will be attached and incorporated in the Agreement. Otherwise, this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

20.11 Interpretation: This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their - fair meets June 16th – Oct. 19th,

2021 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participate in a boycott against racing is not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold an emergency dates hearing, or on any CHRB vote in the event such an emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: _____

Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.



4/30/21

Dated: _____

Mary Forney, Executive Director

ATTACHMENT A
California Authority of Racing Fairs Members and Participating Tracks

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Katherine Ziemer General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B

2021 Northern California Fair Circuit Stakes Schedule



June 26 Saturday	Pleasanton	S E'S A T I E R S T A E S \$75,000 Guaranteed Closes: Sat., June 19	F&M 3YO & Up	8.5 Furlongs
July 3 Saturday	Pleasanton	OAK TREE SPRINT \$75,000 Guaranteed Closes: Sat., June 26	Open 3YO & Up	6 Furlongs
July 10 Saturday	Pleasanton	EVERETT NEVIN STAKES \$75,000 Guaranteed Closes: Sat., July 3	Open 2YO	5.5 Furlongs
July 24 Saturday	Pleasanton Sacramento	GOVERNOR'S STAKES \$75,000 Guaranteed Closes: Sat., July 17	F&M 3YO & Up	6 Furlongs
August 29 Sunday	Ferndale	C.J. HINDLEY HUMBOLDT COUNTY MARATHON \$20,000 Guaranteed Closes: Sun., August 22	Open 3YO & Up	13 Furlongs
October 9 Saturday	Fresno	HARRIS FARMS STAKES (CAL-BRED) Golden State Series \$75,000 Guaranteed (includes \$25,000 from CTBA) Closes: Sat., October 2	Open 3YO & Up	6 Furlongs
October 17 Sunday	Fresno	THE BULLDOG STAKES \$75,000 Guaranteed Closes: Sun., October 10	Open 3YO & Up	9 Furlongs

updated: April 23, 2021

* Subject to approval from the Thoroughbred Owner's of California and California Horse Racing Board.

ATTACHMENT C PURSE SCHEDULE

2021 PURSES & CATEGORYS				
Category	Claiming	Condition	2021 fairs	2021 Ferndale
Allowance		Open or Cond	33,000	9,000
Allowance		NW x 1	27,000	
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	
Alw/Opt Claiming	\$80,000	NW x 3	29,000	
Claming	\$2,000	Open or Date		4,000
Claming	\$2,500	Open or Date	8,000	6,000
Claming	\$3,200	NWX2/Clause	9,000	7,000
Claming	\$3,200	Open or Date	9,000	7,500
Claming	\$4,000	NW2/Lifetime	9,000	6,500
Claming	\$4,000	NW3/Lifetime	9,500	7,000
Claming	\$4,000	NW4 or Date	10,000	7,500
Claming	\$4,000	Open or Date	10,500	8,000
Claming	\$5,000	NW2/Lifetime	9,500	
Claming	\$5,000	NW3/Lifetime	9,500	
Claming	\$5,000	NW4 or Date	11,000	7,800
Claming	\$5,000	NWX2/Clause	10,500	8,000
Claming	\$5,000	Open or Date	11,000	8,500
Claming	\$6,250	NW2/Lifetime	10,000	7,000
Claming	\$6,250	NW3/Lifetime	10,000	
Claming	\$6,250	NW4 or Date	11,000	8,500
Claming	\$6,250	Open or Date	12,000	8,500
Claming	\$8,000	NW2/Lifetime	10,000	
Claming	\$8,000	NW3/Lifetime	10,500	
Claming	\$8,000	NW4 or Date	12,000	8,800
Claming	\$8,000	Nw2x/Clause	11,500	8,800
Claming	\$8,000	Open or Date	12,000	9,000
Claming	\$10,000	NW2/Lifetime	10,500	
Claming	\$10,000	NW3/Lifetime	10,500	
Claming	\$10,000	Open or Date	14,000	
Claming	\$12,500	NW2/Lifetime	11,000	
Claming	\$12,500	NW3/Lifetime	11,000	
Claming	\$12,500	Nw2x/Clause	13,000	
Claming	\$12,500	Open or Date	15,000	
Claming	\$16,000	NW2/Lifetime	12,000	
Claming	\$16,000	NW3/Lifetime	12,500	
Claming	\$16,000	Open or Date	17,000	
Claming	\$20,000	NW3/Lifetime	14,000	
Claming	\$20,000	Nw2x/Clause	18,000	
Claming	\$20,000	Open or date	20,000	
Claming	\$25,000	NW2/Lifetime	15,000	
Claming	\$25,000	Open or Date	23,000	
Claming	\$32,000	Open or Date	24,000	
Claming	\$40,000	Open or Date	25,000	
Claming	\$50,000	Open or Date	26,000	
Claming	\$62,500	Open or Date	26,500	
Claming	\$80,000	Open or Date	27,000	
Maiden Claiming	\$5,000		8,500	6,000
Maiden Claiming	\$8,000		9,500	6,500
Maiden Claiming	\$12,500		10,000	
Maiden Claiming	\$16,000		11,000	
Maiden Claiming	\$20,000		13,000	
Maiden Claiming	\$25,000		14,000	
Maiden Claiming	\$32,000		15,000	
Maiden Claiming	\$40,000		16,000	
MDN ALW			26000	
Starter Allowance	2500			7000
Starter Allowance	\$4,000		11000	8500
Starter Allowance	6250		13000	9000
Starter Allowance	8000		14000	
Starter Allowance	12500		15,000	
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	17,000	
Overnight Stakes			75,000	

ATTACHMENT D
AUXILIARY TRAINING FACILITIES

Sacramento will be open as an auxiliary training facility for CARF and SCF racing during the period from June 15, 2021 to July 27, 2021. During this period, the track will be open for training on the basis of six (6) days a week but may be adjusted by the Stabling & Vanning Committee. Sacramento will be reimbursed the expenses of operating as an auxiliary training facility pursuant to CARF guidelines.

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee.

CARF acknowledges it is its responsibility to have every trainer utilizing one or more stalls at Sacramento during the term of the auxiliary stabling. All trainers will sign a stabling agreement requiring such trainer to fully comply with.

**ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT**

N/A

ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

ATTACHMENT G
SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING (“ADW”) RACES

To be provided.

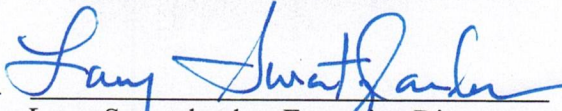
**ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY**

See Attached.

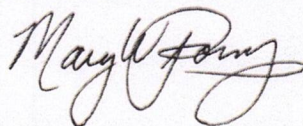
2021 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participate in a boycott against racing is not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold an emergency dates hearing, or on any CHRB vote in the event such an emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 5/1/21 _____ 
Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

4/30/21
Dated: _____ 
Mary Forney, Executive Director

2021

RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

PACIFIC COAST QUARTER HORSE

RACING ASSOCIATION, INC.

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of **2021**. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(b) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owner's premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than \$5,000 such amount shall be carried over to the following year.

If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse increases for the 2018 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, (b) submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before **March 31, 2021**, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

11. (a) TRACK shall make available to Quarter Horse owners/trainers a number of stalls representing the proportion of scheduled Quarter Horse to the total of all races scheduled in **2021**. If such stalls are not available, TRACK shall pay vanning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS for Quarter Horse horses entered to race. TRACK shall make its stalls available to horsemen at least 5 days prior to opening day. Horsemen shall submit stall applications at least 14 days prior to the commencement of each race meet at TRACK. If portable stalls are used, water and electricity shall be provided in the area where the stalls are located.

Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(b) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(c) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew. Pleasanton is open **May 1, 2021** for free stabling.

(d) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(e) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(f) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

12. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

13. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in **2021** or as retro-active money. In addition, TRACK will not pay a starter fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starter in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The **2021** Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

14. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

15. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

16. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all

benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

17. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATE 4/1/21

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: [Signature]

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATE 4/1/21

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: [Signature]

On behalf of the TRACKS listed
Attachment "A"
1776 Tribute Road, Suite 205
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Richard Conway Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	John Alkire CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2019 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

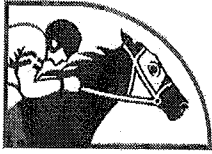
Jack Robinson Handicap – 47th Running \$8,000 Guaranteed
Three-Year-Olds and Upward - 350 Yards

California State Fair

The Jack Clifford –22nd Running \$8,000 Guaranteed
For Three Year Olds & Upward - 350 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-28th Running \$8,000 Guaranteed
For Two-Year-Olds - 350 Yards



Pacific Coast Quarter Horse Racing Association

April 1, 2021

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2021 California Authority of Racing Fairs ADW Approvals

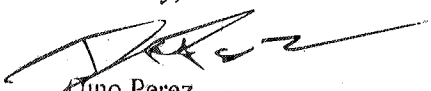
Dear Larry,

This is to confirm that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2021 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Watch and Wager, Bet America, TVG, Xpressbet,

TwinSpires and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is PCQHRA's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.
Please feel free to contact me if you have any questions.

Sincerely,


Dino Perez
General Manager

**2021
RACING AGREEMENT**

BETWEEN

**CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)**

AND

THE ARABIAN RACING ASSOCIATION OF CALIFORNIA

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Appendix "A" (hereafter "TRACK"), and the ARABIAN RACING ASSOCIATION OF CALIFORNIA, INC. (hereafter "ARAC").

1. The purpose of this Agreement is to provide for the payment by TRACK to Arabian horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Arabian racing at TRACK'S race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Arabian horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2020.

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Arabian racing at fair race meetings, TRACK is licensed to do so by the California Horse Racing Board (CHRB), and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with ARAC for the matters specified in this Agreement.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, its members' agents, employees and officials during the term of the Agreement.

(b) ARAC is a horsemen's organization representing horse owners and trainers of Arabian horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

ARAC warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon ARAC members. Any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK, will also be bound by this Agreement and ARAC will use its best efforts to ensure such compliance...

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, Chapter 4.

(d) The parties agreed that ARAC'S representative capacity and authority to contract is for the year 2021 only.

4. TRACK shall pay in stakes and purses a sum in lawful money of the United States equal to the amount specified in Section 19614 and 19614.1 of the Business and Professions Code and Sections 19605.7 (b), (c), (e), (h), 19606, 19606.3 and 19606.4 plus the additional sum representing "exempt" breakage as defined in Business and Professions Code 19491, 19491.5 and 19606.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of 10 percent (10%), of earned purses payable to ARAC within 15 days of the close of the meet, as and for the administrative expense of ARAC for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the race meet, if TRACK has incurred an underpayment to Arabian horsemen less than \$5,000, such amount shall be carried over to the next race meeting.

7. Pursuant to Section 19543 of the Business and Professions Code, TRACK shall schedule Arabian horse racing as set forth in their 2021 license applications or as approved by the CHRB. In consideration of ARAC'S undertakings hereunder. TRACK will consider additional Arabian races as conditions warrant and at the discretion of the Racing Secretary.

8. Cal-Bred Owner'S Premiums and Awards shall be paid pursuant to the Horse Racing Law.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of ARAC or not, engaging in, encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Arabian racing at the race meet be settled by them by negotiation and consultation. To that end, the parties shall meet and confer as may be necessary.

In order to facilitate the racing of Arabian horses, ARAC shall:

(a) Make best effort to provide a representative be present at each TRACK prior to and during the racing of Arabian horses that shall be authorized to act for and on behalf of Arabian horsemen in all matters pertaining to this Agreement. TRACKS shall cooperate with ARAC in writing the conditions of the races provided herein, so as to properly accommodate a full season of racing.

(b) An onsite representative is at the discretion of the ARAC.

(c) In the event additional purse money is required to pay purses larger than for which funds are available at TRACK, or for new or additional races, if any, ARAC shall deposit such funds with TRACK not less than 10 days prior to the race meet. If necessary, ARAC shall provide funds for all stakes races at any TRACK where stakes have been agreed. Failure to provide funds required by this Agreement may result in cancellation of the race.

(d) Make its best effort to ensure that race meet fields or horses are not less than seven (7) in which event TRACK may cancel race, if approved by the stewards.

(e) All races will be placed in the beginning of the program.

(f) Apply for allocated stall space (paragraph 11) no less than 20 days before the TRACK'S opening day of racing. TRACK will assign stalls to only eligible horse 10 days before the meet opens at the Racing Secretary's discretion. Stalls not applied for or not filled will be reassigned, at TRACK'S discretion.

(g) Notify its members that horsemen/trainers with a delinquent account at any track covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

(h) Notify its membership, on a timely basis, of the provisions of this Agreement.

11. TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet. The Pleasanton Track will be open on 4 May for stabling. The track will open when sufficient horses are on site to merit opening it.

12. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eighth Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2020 or as retroactive money. In addition, TRACK will not pay a starter fee, out of state ship in funds and each fair racing secretary will insert the following statement in the condition book at each respective fair: "Winners of \$1500 or less (net) to include maidens not considered." Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

13. TRACK will provide no funds for stakes races. All Overnight purses will be \$6,000. Any supplements for stakes will be \$6,000 also. This applies to Pleasanton, Sacramento and Fresno. HCF purses will remain at the levels of 2019. If Overnight purses generated exceed purses paid out purses will be adjusted accordingly.

14. No party to this Agreement will discriminate against the other party solely due to membership in ARAC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Appendix "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of ARAC and the TRACKS. Appendix "B" lists the contacts for ARAC.

DATED _____

ARABIAN RACING
ASSOCIATION OF CALIFORNIA, INC.

BY _____

Cory Soltau, Chairperson

Address:

DATED _____

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY _____

Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix "A"

Address:

240 Joseph Lane
Pleasanton, CA 94588

California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban General Manager	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Jim Morgan General Counsel	1250 5th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Dep General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

2021
RACING AGREEMENT
BETWEEN
CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY
FAIR)
AND
THE ARABIAN RACING ASSOCIATION OF CALIFORNIA

13. TRACK will provide no funds for stakes races. All Overnight purses will be \$6,000.

Any supplements for stakes will be \$6,000 also. This applies to Pleasanton, Sacramento and Fresno. HCF purses will remain at the levels of 2019. If Overnight purses generated exceed purses paid out purses will be adjusted accordingly.

14. No party to this Agreement will discriminate against the other party solely due to membership in ARAC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

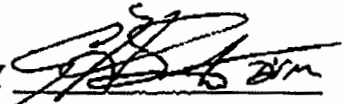
(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Appendix "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of ARAC and the TRACKS. Appendix "B" lists the contacts for ARAC.

DATED 4/23/21
ARABIAN RACING
ASSOCIATION OF CALIFORNIA, INC.

DATED 4/26/21
CALIFORNIA AUTHORITY
OF RACING FAIRS

BY

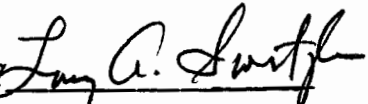


Cory Soltau, Chairperson

Address:

240 Joseph Lane
Pleasanton, CA 94588

BY



Larry A. Swartzlander

On behalf of the TRACKS listed in
Appendix "A"

Address:

California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

April 21, 2025

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2021 California Authority of Racing Fairs ADW Approvals

Dear Larry,

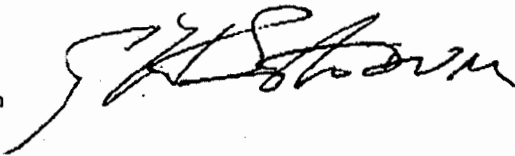
This is to confirm that the Arabian Racing Association of California (ARAC) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2020 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is ARAC's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.

Please feel free to contact me if you have any questions.

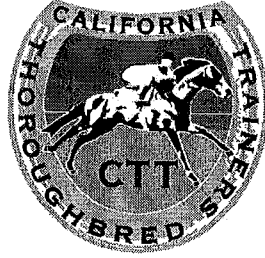
Sincerely,

Cory Soltau
Chairperson



[Type text]

[Type text]



2021

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2021 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

THIS AGREEMENT is entered into by and between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A, herein referred to as "TRACK" or unless otherwise specifically designated, and the CALIFORNIA THOROUGHBRED TRAINERS, Inc., a California Corporation, hereinafter referred to as "CTT."

RECITALS

WHEREAS, TRACK is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the Business and Professions Code of the State of California; and

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4 of the Administrative Code of the State of California, Rules 2040, through 2043; and

WHEREAS, TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

WHEREAS, TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") and CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7, of Title 1. CARF has been designated by its member Tracks to represent, negotiate and contract on their behalf with CTT for the matters specified in this agreement. Tracks, and each of them, warrant and represent that it has authorized CARF to enter into this agreement, and this agreement shall be binding upon TRACK, its members, agents, employees, and officials during the term of this agreement.

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 18, 2021 through October 17, 2021, which meets are hereinafter referred to as the "2021 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2021 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2021 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

TRACK shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this section. TRACK acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

IV. CONDITION BOOK

TRACK agrees to submit the proposed first Condition Book to CTT at its principal office in Arcadia its camera-ready draft of the proposed first Condition Book at least forty-eight hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable CTT to review and suggest changes to the same.

TRACK further agrees to meet with CTT within five (5) calendar days after the issuance of each Condition Book to discuss, review, and obtain CTT's suggestions for the next Condition Book.

TRACK agrees to use its best efforts to make its first Condition Book for the 2021 Meets available to horsemen at least 10 days prior to opening day.

TRACK will make available Condition Books to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

V. STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

"TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"TRACK may, in its discretion, establish rules, regulations, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

“Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries.”

VI. STALL ASSIGNMENTS

6.1 TRACK shall provide stalls for thoroughbred horses at each Track in an amount less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

6.2 TRACK shall provide such auxiliary training facilities as are required by it to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree.

6.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on horsemen receiving Stall Applications timely, horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven (7) days notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate against any trainer and will apply the standards as set out below. Stall Applications shall comport with all prevailing law and any relevant covenants or agreements between the associations and trainers' organization.

(b) If any trainer asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the trainer so claiming shall submit his or her claim to CTT, and if CTT find the claim meritorious, may represent the trainer and present such grievance to TRACK and, if appropriate, to the CHRB. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to the dispute resolution process as stated in Section VII of this agreement.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and the California Bred Thoroughbred in allocating stall space. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race.

6.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each Track is responsible to provide a current update for accounts receivable.

6.5 (a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining its eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in TRACK's condition book or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACK's stall space within 48 hours.

6.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NOTWINC, Inc., TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights. CTT, or its authorized representative, shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at CARF and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Applications for reservations shall be mailed to TRACK not less than 22 days prior to the opening of the race meet.

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2021 meet.

6.9 TRACK will maintain its racing surface in good condition for thoroughbred racing and training and agrees to promptly rectify any condition unsafe to race horses during the

meet. Golf courses controlled by TRACK shall be closed during racing operations. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

6.10 TRACK agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing in the 2021 Meets. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK’s expense, without right of reimbursement from CTT, the individual owners, and/or their trainers.

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should TRACK determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to ensure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK’s eligibility and qualification requirements.

TRACK agrees that its stalls will be ready, available, and allocated, and the main TRACK will, with respect to the 2021 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2021 Meets.

VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

- (a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.
- (b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.
- (c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.
- (d) Criminal complaints alleging violations involving animal health and safety.
- (e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.
- (f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.
- (g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the

prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII. HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2021 Meets.

IX. FIRST POST TIME

All Post times for the 2021 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

XI. ACCESSIBILITY TO TRACK

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2021 Meets, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

CTT acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

XIII. CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2021 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with "horses in today to race". Trainers may have access to Horsemen's shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees' Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2021 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2021 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

It is the intent of TRACK and CTT that the main TRACK will be maintained by TRACK and be available for training six (6) days a week on each day horses are stabled at TRACK (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT).

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main TRACK during the 2021 Meets and while the main TRACK is open for training preceding and following the 2021 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the TRACK and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the TRACK shall not be liable for the presence of rocks.

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. TRACK shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. TRACK shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with TRACK and/or trainer in addressing the issue. TRACK reserves all rights against an offending trainer in connection with any fine levied against TRACK by a governmental entity for the improper storage of feed.

TRACK agrees, on each day horses are stabled at TRACK to have available during all training hours a fully manned, licensed and operable ambulance for injured horses. TRACK agrees to maintain and keep clean the ambulance throughout the duration of the Meet. On all days horses are stabled at TRACK, TRACK shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for injured persons, in each

case including a driver and at all times in compliance with any rule, regulation or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

TRACK agrees, while horses are stabled at TRACK during its 2021 Meets, to have a manned, operating starting gate for training on the main TRACK.

TRACK agrees to provide an official vet at offsite stabling sites at reasonable intervals to allow trainers to work horses for removal from Vet's List.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

XV. BACKSTRETCH CAFETERIA

During the 2021 Meets, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic

closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a trainer, TRACK shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners' of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations,

protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the TRACK is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2021 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XX. MUTUALITY

TRACK and CTT represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward

thoroughbred racing by conducting racing on the highest possible plane through maintenance of the high standards of fairness, inclusion, communication, and honesty.

TRACK will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

The respective covenants herein contained are concurrent, and, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXII. EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2021 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK

agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2021 Meets.

XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

23.6 Inconsistent Language: When the language of the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Race Meet Agreement, the language in the Race Meet Agreement shall control.

23.7 Notices: Notices required to be given under this agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows:

(a) If to TRACK, at its address set for in Attachment "A," "Attention Fair Manager: with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95815.

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

23.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

XXV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

XXVI. MODIFICATIONS

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

XXVII. RESERVATION OF RIGHTS

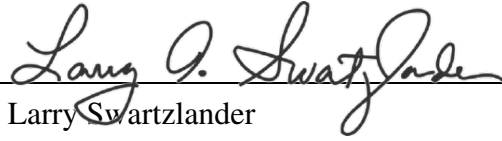
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges at any time whether during or after the term of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

5/18/21

Dated:



Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

May 18, 2021

Dated:



Alan F. Balch
Executive Director

EXHIBIT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Richard Conway Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

March 25, 2021

The following matters are agreed to as of March 25, 2021 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT) and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2021 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 18, 2021 and continue through October 17, 2021.
2. CARF Furosemide Protocol. Exhibit A.
3. Medication Administration Protocol. Exhibit B.
4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.
5. Protocol Prior to Medication Administration. Exhibit D.
6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

By: Greg Aviola

Name: Greg Aviola

Title: President & CEO

California Thoroughbred Trainers

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

The California Authority of Racing Fairs

By: Larry A. Swartzlander

Name: Larry A. Swartzlander

Title: Executive Director

Exhibit A

CARF Member Fairs Furosemide Protocol

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150 mg-250 mg (3 cc to 5 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race at CARF Member Fairs shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year-olds.

12. No furosemide will be administered to any entrant in a stakes race.

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
 - a. All furosemide eligible horses are assigned to a veterinarian or technician.
 - b. Only one furosemide veterinarian or technician is assigned to each horse.
 - c. Furosemide ineligible horses are not assigned for furosemide treatment.
 - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary- client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians or technicians are not to administer furosemide after the 4- hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
 - a. The furosemide veterinarian, or technician, shall:
 - i. Advise the attendant that he/she is present to administer furosemide and states the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordination shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity if the lip tattoo. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician if applicable, assist in identifying the horse through microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide, shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administered race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

- i. Name of horse.
- ii. Name of trainer.
- iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

Exhibit C

Race Day Furosemide Administration by CARF Member Fairs Furosemide Veterinarians

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

1. Salix
2. Epinephrine
3. 5/6cc syringes with 20G X 1 ½" needles
4. 10/12cc syringes with 20G X 1 ½" needles
5. 190 X 1 ½" silicone-free needles
6. Sharpie pens (fine point)
7. Highlighters
8. Small flashlight or penlight
9. Biohazard/Evidence bag
10. Colored tags & tape
11. Form CHRB- 36 Bleeder Treatments Report (See appendix XX)
12. Disposable exam gloves

Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.
2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.
3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.
4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.
5. Download the Horse Identification Program PDF file from Incompass website as follows:
 - a. <http://rto.incompasssolutions.com>.
 - b. Click on Incompass login.
 - c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.
 - d. Select Menu/ Program/ Reports/ Horse Identification.
 - e. Enter race date via calendar icon.
 - f. Verify all Print boxes contain checks.
 - g. Click "View/ Print".
 - h. Print report, single-sided, letter sized (8.5X11") paper.
6. Annotate the Master Horse Identification Program by:
 - a. Writing the post time for each race to the LEFT of center on each page.
 - b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

- c. For races spanning more than one page, prominently writing **FLIP OVER** on the **BOTTOM RIGHT** of the first page for that race.
- d. Crossing out scratched horses.
- e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.
- f. Recording Salix eligibility changes.
- g. Writing **NO SALIX** over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

1. CARF Member Fairs will provide staffing for the administration of furosemide as follows:
 - a. One furosemide coordinator
 - b. One furosemide technician per veterinarian administering Lasix
 - c. One to Two Pre-Approved Veterinarians
 - i. Dependent on race day entries
2. The Fitness Veterinarian will provide Lasix administration services with the aid of a technician for any race card that has 49 or less horses requiring Lasix.
 - a. If a race card has more than 50 horses requiring the administration of Lasix, a second pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE PACIFIC RACING ASSOCIATION (PRA) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE PRA AT THE GOLDEN GATE FIELDS RACETRACK

Regular Board Meeting

September 15, 2021

ISSUE:

California Horse Racing Board (Board) [Rule 1581, Racing Secretary to Establish Conditions](#), allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19590](#) states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the

acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of Thoroughbreds, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organization, which in the case of thoroughbred racing, is the Thoroughbred Owners of California (TOC). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Pacific Racing Association (PRA) has entered into an agreement with the TOC to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, and prohibits a horse from either performing a timed workout within 10 days of, or from racing for 30 days of receiving a corticosteroid injection in a metacarpophalangeal or metatarsophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

Race Day Medication Agreement

This Race Day Medication Agreement (this “Agreement”) is entered into effective as of June 3, 2021 (the “Effective Date”) by and between the Thoroughbred Owners of California (“TOC”); Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (jointly “LATC”); and Pacific Racing Association and Pacific Racing Association II (jointly “PRA”).

Recitals

- A. LATC operates race meets at Santa Anita Park.
- B. PRA operates race meets at Golden Gate Fields.
- C. LATC and PRA shall each be a “Racing Association.”

Agreement

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOC, LATC, and PRA (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Stakes Races. No horse, of any age, shall be permitted to race in a “Stakes Race” conducted by any of the Racing Associations from the Effective Date through December 31, 2021 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A “Stakes Race” shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.

2. Joint Injections. No horse, of any age, shall be permitted to race in a race conducted by any of the Racing Associations from the Effective Date through December 31, 2021 (“Joint Injection Term”) if it has received a joint injection within 14 days of racing. Further, corticosteroid intra-articular joint injections are limited during the Joint Injection Term as follows:

a. Within fourteen (14) days of race day if such injection is for any joint other than any of the metacarpophalangeal or metatarsophalangeal joints.

b. Within thirty (30) days of race day if such injection is performed on any metacarpophalangeal or metatarsophalangeal joint. Additionally, no horse shall be permitted to have a timed work for ten (10) days after receiving a corticosteroid intra-articular joint injection in any of the metacarpophalangeal or metatarsophalangeal joints.

3. CHRB Approval. The Parties shall file this Agreement with the CHRB and shall publicly support and advocate for the CHRB’s approval of this Agreement.

[Signatures follow]

The Parties have executed this Agreement as of the date first written above.

Thoroughbred Owners of California



By: _____

Name: Greg Avioli

Title: President & CEO

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: Eric Sindler

By: Eric Sindler

Name: Eric Sindler

Name: Eric Sindler

Title: Assistant Secretary

Title: Assistant Secretary

Pacific Racing Association

Pacific Racing Association II

By: Eric Sindler

By: Eric Sindler

Name: Eric Sindler

Name: Eric Sindler

Title: Assistant Secretary

Title: Assistant Secretary

STAFF ANALYSIS
September 15, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 20, 2021, AND CONTINUING THROUGH DECEMBER 21, 2021.

Pacific Racing Association (PRA) has filed its application to conduct a Thoroughbred horse racing meeting at Golden Gate Fields (GGF) as follows:

- October 20, 2021, through December 21, 2021, with 32 racing days, ten more than in 2020 (racing was canceled on November 13, 2020, due to the COVID-19 pandemic, only allowing for 13 race days during the 2020 meet). Live racing will commence October 21, 2021 and continue through December 12, 2021.
- PRA proposes to race a total of 258 to 326 races, or 8.06 to 10.19 races per day. In fall 2020, PRA ran 8.31 races per day with an average of 6.74 runners per race. The average daily purse for the fall 2020 race meeting was \$183,639. The estimated average daily purse for this meet is \$169,273.

October 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- Racing four days per week, Thursday through Sunday.
- Seven to nine races on weekdays, nine to eleven races on weekends, and eight to eleven races on holidays with the following exceptions:
 - Friday, November 5, 2021, will have eight to ten races.

- Saturday, November 6, 2021, will have nine to twelve races.
 - Thursday, November 25, 2021, will have seven to ten races.
 - Friday, November 26, 2021, will have eight to ten races.
 - Sunday, December 12, 2021, will have nine to thirteen races.
- First post 12:45 p.m. daily, with the following exceptions:
 - Friday, November 5, 2021 Breeders' Cup 12:05 p.m. (subject to change)
 - Saturday, November 6, 2021 Breeders' Cup 11:40 a.m. (subject to change)
 - Thursday, November 25, 2021 Thanksgiving 11:15 a.m. (subject to change)
 - Requests approval to change post times to coordinate north/south signals.
 - Wagering program will use California Horse Racing Board (Board) and Association of Racing Commissioners International (ARCI) rules.

The PRA requests approval to use a modified version of ARCI rule for its Pick 6 contest. The PRA also requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests if their selected wagering interest is scratched.

Alternate Wagering Interest

The PRA requests that the Board allow patrons to select an alternate wagering interest in any of the Pick (n) contests if their selected wagering interest is scratched. Pursuant to [ARCI 004-105\(G\)\(4\)](#), the Association must receive authorization from the Board to allow patrons to select an alternate wagering interest.

Pick 6

The PRA requests approval to use an alternative definition of "unique" to govern the Pick 6 payout. Pursuant to ARCI 004-105(G)(2)(g), PRA is required to identify which definition of "unique" under ARCI 004-105(G)(16)(b) it will use to govern the Pick 6. Under the ARCI model rule, there are two possible definitions for "unique." The PRA is requesting approval to use an alternative definition that is not referenced in the ARCI model rule or in the Board's rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed PRA definition.

The PRA also requests approval of a change to the ARCI model rules during instances of late surface changes. The PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, the race(s) are declared a "Win All," not a "no contest." Also, PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day's net pool is to be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI 004-105(G)(1), the Board has the authority to approve these requested changes.

- Additional Wagering Information
 - Advance wagering on Breeders' Cup (Saturday) will be offered Friday, November 5, 2021.

- \$2 Win, Place, and Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
 - \$1 Exacta on all eligible races.
 - \$.50 Trifecta on all eligible races.
 - \$.10 Superfecta on all eligible races.
 - \$2 Daily Double; REQUESTS 20% TAKEOUT.
 - \$.50 Pick 3.
 - \$.50 Pick 4 on races 2–5 and last four races; no consolation; 100% payout; alternate runner provision.
 - \$.50 Pick 5 on first five races; Requests 14% Takeout; 100% payout to all tickets selecting five winners; no consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; alternate runner provision.
 - \$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; no consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; alternate runner provision.
 - \$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; no consolation; 100% carryover to next race (including to next race day, if applicable).
 - \$0.20 Pick 6 on last six races each day. If no unique ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.
Payout distribution will be in accordance with ARCI 004-105(G)(2)(g), as follows:
 - Net pool and any carryover will be paid to unique winning ticketholder who selected all the first-place finishers.
 - If no unique winning ticket, minor share of pool will be distributed to those who selected greatest number of first-place finishers, and major share will be added to carryover.
 - If no correct selection of at least one first-place finisher, day's net pool will be refunded, and any previous carryover pool will be carried over to next scheduled corresponding pool.
- Advance deposit wagering (ADW) providers are Churchills Downs Technology Initiatives Company (CDTIC) dba BetAmerica; CDTIC dba TwinSpires; NYRABets, LLC (NYRA Bets); ODS Technologies, L.P. dba TVG Network; and XpressBet, LLC (XpressBet).

Pursuant to Business and Professions Code (BPC) [section 19604](#), specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC section 19604

*To accept wagers on races **conducted in California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

To accept wagers on races **conducted outside of California** from a resident of California:

- The ADW provider must be licensed by the Board.
- There is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

- Documents received in compliance with BPC section 19604:
 - Signed ADW agreements allowing ADW providers listed on application [BetAmerica, NYRA Bets, TwinSpires, TVG Network, XpressBet] to accept wagers on races conducted by PRA for the entire term of the proposed race meet have been received by:
 - BetAmerica
 - TwinSpires
 - TVG Network
 - XpressBet
 - Horsemen's [Thoroughbred Owners of California (TOC)] approval of the ADW agreements.

- Simulcasting conducted with other out-of-state racing jurisdictions, pursuant to BPC [section 19602](#), and with authorized locations in southern and northern California.

- Requests that Darrell Sparks be appointed horse identifier pursuant to [Board Rule 1525](#), Racing Officials Appointed by the Board.

- Track safety inspection has been requested and will be completed before the race meeting begins.

- Inspection of backstretch worker housing was completed on July 8, 2021.

Specific information **still needed** to complete this application:

1. Signed race meet agreement with California Thoroughbred Trainers (CTT) (item 23B).
2. Signed race meet agreement with Thoroughbred Owners of California (TOC) (item 23B).
3. Signed ADW agreement with NYRABets allowing the ADW provider to accept wagers on races conducted by PRA for the entire term of the proposed race meet (item 11B).

RECOMMENDATION:

If the application is considered for approval, staff recommends that the approval be contingent upon the submission of the outstanding items.

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT ASSOCIATION

A. Name, mailing address, telephone, fax numbers, and the email address for associations contact person: **Pacific Racing Association**
1100 Eastshore Highway
Berkeley, CA 94710
Phone (510) 559-7300 Fax (510) 527-5622
david.duggan@goldengatefields.com

B. Breed of horse: TB QH H

C. Racetrack name: **Golden Gate Fields**

D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. **On file with the Board**

E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes No

If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing pursuant to Business and Professions Code section 19464(b).

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: **October 20, 2021 through December 21, 2021**

B. Actual dates racing will be held: **October 21-24; 28-31, November 4-7; 11-14; 18-21; 25-28, December 2-5; 9-12.**

C. Total number of days or nights of racing: **32 days**

CHRB CERTIFICATION

Application received:
Deposit received:
Reviewed:

Hearing date:
Approved date:
License number:

D. Days or nights of the week races will be held:
 Wed - Sun Tues - Sat Other (specify)

E. Number of days or nights of racing per week: **4 days per week**
Racing Thursdays through Sundays
Exceptions: No racing December 16-19

3. RACING PROGRAM

A. Total number of races: **Estimated: 258 - 326**

B. Number of races for each day or night:

- **7 – 9 races on weekdays**
- **9 – 11 races on weekends**
- **8 – 11 races on holidays**

Exceptions:

- Exceptions:
 - Friday, November 5th will have 8 – 10 races
 - Saturday, November 6th will have 9 – 12 races
 - Thursday, November 25th will have 7- 10 races
 - Friday, November 26th will have 8 – 10 races
 - Sunday, December 12th will have 9 – 13 races

C. Total number of stakes races: **9 (4 Non-Overnight stakes, 5 overnight stakes); Same as 2019 and what was scheduled for 2020 before the Covid19 closure forced the cancellation of 7 of the 9 races.**

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses. **Attached**

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes). **None**

3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted. **None**

E. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

GGF STAKES FALL 2021-2020-2019

PRA/GGF FALL 2021

October 21 - December 12, 2021

STAKES SCHEDULE

PIKE PLACE DANCER

\$75,000 Guaranteed

(Includes \$25,000 CBRF supplement)

Fillies 2 yo- 1 Mile (Turf)

Saturday, October 30, 2021

JOSEPH T. GRACE

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 1 1/16 Miles (Turf)

Saturday, November 06, 2021

GOLDEN NUGGET

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

2 yo - 6 Furlongs

Saturday, November 13, 2021

OAKLAND

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 6 Furlongs

Saturday, November 20, 2021

GOLDEN GATE DEBUTANTE

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

Fillies 2 yo - 6 Furlongs

Friday, November 26, 2021

PRA/GGF FALL 2020

October 22 - December 13, 2020

STAKES SCHEDULE

PIKE PLACE DANCER

\$75,000 Guaranteed

(Includes \$25,000 CMC supplement)

Fillies 2 yo- 1 Mile (Turf)

Saturday, October 31, 2020

JOSEPH T. GRACE

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 1 1/16 Miles (Turf)

Saturday, November 07, 2020

GOLDEN NUGGET (cancelled due to COVID)

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

2 yo - 6 Furlongs

Saturday, November 14, 2020

OAKLAND (cancelled due to COVID)

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 6 Furlongs

Saturday, November 21, 2020

GOLDEN GATE DEBUTANTE (cancelled due to COVID)

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

Fillies 2 yo - 6 Furlongs

Friday, November 27, 2020

PRA/GGF FALL 2019

October 17 - December 15, 2019

STAKES SCHEDULE

PIKE PLACE DANCER

\$75,000 Guaranteed

(Includes \$25,000 CMC supplement)

Fillies 2 yo- 1 Mile (Turf)

Saturday, October 26, 2019

JOSEPH T. GRACE

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 1 1/16 Miles (Turf)

Saturday, November 02, 2019

GOLDEN NUGGET

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

2 yo - 6 Furlongs

Saturday, November 09, 2019

OAKLAND

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 6 Furlongs

Saturday, November 16, 2019

GOLDEN GATE DEBUTANTE

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

Fillies 2 yo - 6 Furlongs

Friday, November 29, 2019

BERKELEY HANDICAP - GIII
\$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 27, 2021

GOLD RUSH
\$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 04, 2021

BEAR FAN
\$75,000 Guaranteed
(Includes \$25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 11, 2021

MISS AMERICA
Overnight Stakes
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 12, 2021

BERKELEY HANDICAP - GIII (cancelled due to COVID)
\$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 28, 2020

GOLD RUSH (cancelled due to COVID)
\$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 05, 2020

BEAR FAN (cancelled due to COVID)
\$75,000 Guaranteed
(Includes \$25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 12, 2020

MISS AMERICA (cancelled due to COVID)
Overnight Stakes
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 13, 2020

BERKELEY HANDICAP - GIII
\$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 30, 2019

GOLD RUSH
\$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 07, 2019

BEAR FAN
\$75,000 Guaranteed
(Includes \$25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 14, 2019

MISS AMERICA
Overnight Stakes
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 15, 2019

F. List all post times for the daily racing program:

Race	Post Time Daily Except 11/5, 11/6, and 11/25
1st	12:45 p.m.
2nd	1:15 p.m.
3rd	1:45 p.m.
4th	2:15 p.m.
5th	2:45 p.m.
6th	3:15 p.m.
7th	3:45 p.m.
8th	4:15 p.m.
9th	4:45 p.m.
10 th (when applicable)	5:15 p.m.
11 th (when applicable)	5:45 p.m.
12 th (when applicable)	6:15 p.m.

Exceptions:

Friday, November 5, 2021	Breeders' Cup	12:05 p.m. (subject to change)
Saturday, November 6, 2021	Breeders' Cup	11:40 a.m. (subject to change)
Thursday, November 25, 2021	Thanksgiving	11:15 a.m. (subject to change)

***Post times may change in order to coordinate North/South signals.**

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

A. Association is a: Corporation (complete subsection C)
 LLC (complete subsection D)
 Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership. **Addendum on file with the Board**

C. CORPORATION

- Registered name of the corporation: **Pacific Racing Association**
- State where incorporated: **California**
- Registry or file number for the corporation: **0480316**

4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:

Craig Fravel, President (Officer), 0 Shares

Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares

Rebecca Neimark, CFO (Officer), 0 Shares

David Duggan, Vice President & General Manager (Officer), 0 Shares

Scott Daruty, Senior Vice-President (Officer/Director), 0 Shares

Greg Harnish, Secretary (Officer), 0 Shares

Eric Sindler, Assistant Secretary (Officer), 0 Shares

5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **TSG Developments Investments Inc., 100 Shares**

6. Number of outstanding shares in the corporation: **100 Shares**

7. Are the shares listed for public trading? Yes No

If yes, on what exchange and how is the stock listed:

8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Share register is with Laura Proniuk in corporate office (Canada); Email: Laura.Proniuk@stronachgroup.com**

9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:

TSG Development Investments Inc.

A. Is parent and/or paired corporation or entity a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.

If yes, answer questions 10-17. Yes No

10. Registered name of the corporation: **Not applicable**

11. State where incorporated: **Not applicable**

12. Registry or file number for the corporation: **Not applicable**

13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: **Not applicable**

14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **On file with the Board.**

15. Number of outstanding shares in the corporation: **Not applicable**

16. Are the shares listed for public trading? Yes No

If yes, on what exchange and how is the stock listed:

17. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation: **Not applicable**

D. LLC

1. Registered name of the LLC: **Not applicable**

2. State where articles of organization are filed: **Not applicable**

3. Registry or file number for the LLC: **Not applicable**

4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs and or foreign entities), titles, and the number of shares of the LLC held by each: **Not applicable**

5. Are the shares listed for public trading? Yes No

If yes, on what exchange and how the stock is listed:

6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:

Not applicable

- A. Is parent and/or paired entity either a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes No
7. Registered name of the LLC/Corporation: **Not applicable**
8. State where articles of organization are filed: **Not applicable**
9. Registry or file number for the LLC: **Not applicable**
10. Attach a list of the names (true names) of all members (members may include individuals, corporations other LLCs and foreign entities), titles, and the number of shares of the LLC held by each: **Not applicable**
11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed: **Not applicable**

E. OTHER

1. Name(s) of partners/sole proprietor: **Not applicable**
2. If a partnership, attach partnership agreement. **Not applicable**

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant including: **On file with Board**
 - Statement of Financial Position: also referred to as a balance sheet. Statement should report on applicant's assets, liabilities, contingent liabilities and ownership equity as of the date of the prepared statement.
 - Statement of Comprehensive Income: also referred to as Profit and Loss ("P&L") Statement. Statement should include report on applicant's income, expenses, and profits.
 - Profit and Loss statement for prior two years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants' equity through the reporting period.
 - Statement of Cash Flows: to include a report of the applicant's cash flow activity, particularly its operating investing and financing activities during the reporting period.
 - Copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

***NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

- Craig Fravel, President**
- Scott Daruty, Senior Vice President**
- Mike Rogers, Vice President, Operations**
- Greg Harnish, Secretary**
- Rebecca Neimark, Chief Financial Officer**
- David Duggan, Vice President & General Manager**
- Eric Sindler, Assistant Secretary & General Counsel, California Racing Operations**
- William Rizzuto, Assistant General Manager**
- Cynthia Seidl, Senior Manager of Administration**
- Cindy Medina, Assistant Controller**
- Doug Gooby, Mutuel Manager**
- Nadia Osborn, Director of Marketing**
- Matt Dinerman, Announcer**
- Juan Meza, Track Superintendent**
- Steve Martinelli, Price Maker**
- William Vassar, Track Photographer**
- David Seftel, M.D., Track Physician**

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s).
David Duggan
Vice President & General Manager
1100 Eastshore Hwy
Berkeley, CA 94710
david.duggan@goldengatefields.com

5. TAKE OUT PERCENTAGE

1. If this is a thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: **Pick 5** Proposed percentage: **14%**
Daily Double **20%**

- A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the thoroughbred association and the horsemen’s organization for the meeting of the thoroughbred association accepting the wager. **Attached**

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for your racing

July 20, 2021

Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 200
Sacramento, CA 95825

Dear Scott:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA fall race meet October 20 through December 21, 2021 all inclusive.

- **Pick 5** – a \$.50 minimum wager on the first five (5) races on each day's card subject to a **takeout rate of 14%**.
- **Rolling Daily Double** - \$2.00 minimum wager offered every race on each day's card subject to a **takeout rate of 20%**.

For reference, the Pick 5 and Rolling Daily Doubles are noted on PRA's license application in Section 5A.

Please feel free to contact me with any questions or concerns.

Sincerely,



David Duggan
Vice President & General Manager



July 23, 2021

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Golden Gate Fields 2021 Fall Race Meet

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the "Players Pick-5" on the first five (5) races of the day subject to a 14% takeout during its Fall meet from October 20 – December 21, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Eric Sindler
Cynthia Seidl

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON



July 23, 2021

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Golden Gate Fields 2021 Fall Race Meet

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of "Rolling Doubles" wagers, subject to a 20% takeout, on each racing day of its Fall meet from October 23 – December 21, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields' previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Greg Avioli". The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler
Cynthia Seidl

association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

Year	Handle	Attendance
2020 (10/21-12/22/20)	\$1,929.00	No Spectators (13 race days)
2019 (10/16 – 12/17/19)	\$ 9,339,848.46	41,209 (36 live race days)
2018 (10/17 – 12/18/18)	\$ 10,686,120.31	45,987 (30 live race days)
2017 (10/18 – 12/19/17)	\$ 11,396,960.70	50,548 (32 live race days)
2016 (10/19 - 12/20/16)	\$ 10,580,154.00	50,420 (32 live race days)
2015 (10-21 - 12/22/15)	\$ 10,610,110.00	53,055 (32 live race days)

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):

A. Purse distribution: *Prior meet represents October 22 through November 12, 2020 (13 race days; racing was canceled due to Covid-19 on November 13th)*

1. All races other than stakes:

Current meet estimate: **\$ 4,370,415.**

Prior meet actual: **\$ 1,845,014**

Average Daily Purse (7 A1 ÷ number of days):

Current meet estimate: **\$ 136,576**

Prior meet actual: **\$ 141,924**

2. Overnight stakes:

Current meet estimate: **\$ 250,000.00**

Prior meet actual: **\$ 160,950**

Average Daily Purse (7 A2 ÷ number of days):

Current meet estimate: **\$ 7,812**

Prior meet actual: **\$ 12,381**

3. Non-overnight stakes:

Current meet estimate: **\$ 350,000.00 (Doesn't include \$25,000.00 CMC/CBRF supplement)**

Prior meet actual: **\$ 0**

Average Daily Purse (7 A3 ÷ number of days):

Current meet estimate: **\$ 10,938**

Prior meet actual: **\$ 0**

4. Total Purses: (7A1+7A2+ 7A3)

Current meet estimate: **\$ 4,970,415**

Prior meet actual: **\$ 2,005,964**

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate: **11%**
 Prior meet actual: **N/A**

Average Daily Purse (7 B1 ÷ number of days):
 Current meet estimate: **.34 %**
 Prior meet actual: **N/A**

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
 Current meet estimate: **\$ 338,738**
 Prior meet actual: **\$ 261,254**

- D. Payment to each recognized horsemen’s organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen’s Organization
 Current meet estimate:

Prior meet actual:

TOC (NTRA contribution) \$ 7,019.00
TOC \$ 40,224.00
CTT (Administration) \$ 40,224.00
CTT (Pension) \$ 20,112.00
Total \$107,579.00

TOC (NTRA contribution) \$ 7,118.00
TOC \$ 27,290.00
CTT (Administration) \$ 27,290.00
CTT (Pension) \$ 13,645.00
Total \$75,343.00

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):
 Current meet estimate: **\$ 5,416,732**
 Prior meet actual: **\$ 2,342,561**

Average Daily Purse (7 E ÷ number of days):
 Current meet estimate: **\$ 169,273**
 Prior meet actual: **\$ 183,639**

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
 Current meet estimate: **3,041,809**
 Prior meet actual: **\$ 2,387,303**

Average Daily Purse (7 F ÷ number of days):
 Current meet estimate: **\$ 95,057**
 Prior meet actual: **\$ 183,639**

- G. Purse funds to be generated from interstate handle:
 Current meet estimate: **\$ 1,672,768**
 Prior meet actual: **\$ 947,589**

Average Daily Purse (7 G ÷ number of days):
 Current meet estimate: **\$ 52,274**
 Prior meet actual: **\$ 72,891**

- H. Bank and account number for the Paymaster of Purses' purse account:

On File

- I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:
Bowen & McBeth, 10722 Arrow Route, Suite 110, Rancho Cucamonga, California 91730, (909) 944-6465; email: craigmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: **1,500**
- B. Minimum number of stalls believed necessary for the meeting: **1,500**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **N/A**
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: **N/A**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site. **N/A**

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **1,405**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall: **N/A**
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse: **N/A**

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites: **Attached**
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. **Attached**

10. PARI-MUTUEL WAGERING PROGRAM

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; RCI #VE

See attached wagering menu which includes bet minimum, rules, and additional wagering information.

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program, or that are not being carried forward from the previous year’s pari-mutuel wagering program. **See attached wagering menu**
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **Mandatory payout on closing day, December 12, 2021. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.**
- D. List any options requested with regard to exotic wagering: **2 Tier – 70%30% split (see above)**
- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering:
Advanced wagering on Breeders’ Cup (Saturday) will be offered Friday, November 5, 2021
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: **AmTote effective October 26, 2015 with expiration date of October 2020 with option to extend contract to October 2025**
- G. List below the takeout percentage for each type of wager identified in 10.A.:

***PRA /PRA II/GOLDEN GATE FIELDS
EQUINE EMERGENCY SERVICES***

**Attachment to PRA/Golden Gate Fields License Application
Section 9A (1)**

A.	<u>VETERINARIAN</u>	<u>EMERGENCY CONTACT #</u>
	Dr. Casille Batten	510-559-7300
	Dr. Ken Allison	510-559-7300
	Dr. William Grantham *	510-559-7300
	Dr. Kim Kuhlmann	510-559-7300
	Dr. Steve Matuszak	510-559-7300
	Dr. Jerry Parker	510-559-7300
	Dr. Don Smith	510-559-7300
	Dr. Ashton Cloninger *	510-559-7300
	Dr. Kandall Cannon	510-559-7300

* Race day Lasix veterinarian

1.	<u>GOLDEN GATE FIELDS VETERINARIAN SCHEDULE</u>	
	Mondays:	Closed
	Tuesdays:	AM Only – TBD
	Wednesdays:	AM Only – TBD
	Thursdays:	AM - Dr. Casille Batten PM - Dr. William Grantham
	Fridays	AM - Dr. Casille Batten PM - Dr. William Grantham
	Saturdays:	AM - Dr. Casille Batten PM - Dr. Ashton Cloninger
	Sunday:	AM – Dr. Casille Batten PM – Dr. Ashton Cloninger

TBD – Rotating schedule amongst list from exhibit A

Golden Gate Fields Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta
1	X	X	X	X	X	X	X		X			X
2	X	X	X	X	X	X	X	X			*	X
3	X	X	X	X	X	X	X			*	*	X
4	X	X	X	X	X	X	X	*		*	*	X
5	X	X	X	X	X	X	X	*		*	*	X
6	X	X	X	X	X	X	*	*		*	*	X
7	X	*	X	X	X	*	*	*		*		X
8	X	*	X	X	X	*	*	*		*		X
9	X	*	X	X	X	*	*	*				X
10	X	*	X	X	X	*	*					X
11	X	*	X	X	X	*						X
12	X		X	X	X							X

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Pick 3.
PNP4 (Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5 and last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) ¹ ; ARCI 004-105(G)(16)(b)(i) ²	23.68%	\$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).

¹ We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

² Only if the request made in the letter dated July 27, 2021 is denied.



July 27, 2021

Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Rainbow Pick 6 and Mandatory Payout Day

Scott,

This letter is in regard to Pacific Racing Association's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of October 20, 2021 through December 21, 2021 (the "Race Meet Application").

As specified in the Race Meet Application, PRA wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

Definition of Unique

Additionally, pursuant to ARCI 004-105(G)(2)(g), PRA is required to identify which definition under ARCI 004-105(G)(16)(b) PRA will use to identify a unique ticket. PRA requests that a combination of the two definitions to define unique be used. Specifically, PRA wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) Contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above."

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define “unique.”

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, “the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances.”

PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a “Win All,” not a “no contest.”

PRA also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day’s net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, PRA is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day’s major share (unique share) will be added to day’s minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day’s net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

PRA requests these modifications be approved as part of its license application.

Sincerely,



Eric Sindler

TAKEOUT PERCENTAGE
 (Example) PNP5-14%
See attached wagering menu

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting:

Xpressbet
TwinSpires
TVG
NYRABets
BetAmerica

B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.
On file with the Board.

C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes No

If yes, attach a copy of the approval. **On file with the board**

If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: **N/A**

B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools. **N/A**

C. California simulcast facilities the association proposes to offer its live audiovisual signal:

Southern California – See Attached

Northern California – Pursuant to agreement with CARF and pursuant to agreement with Sonoma County Fair

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
Attached

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:



July 23, 2021

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Golden Gate Fields (PRA) 2021 Fall Race Meeting (Oct. 20 – Dec. 21, 2021) ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Golden Gate Fields (PRA) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering (“ADW”) of the Race Meet Agreement between TOC and PRA, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2021 fall race meeting, October 20 through December 21, 2021 as follows:

1. California wagering on PRA races:

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON

PRESIDENT & CEO: GREG AVIOLI

EXECUTIVE DIRECTOR: MARY FORNEY

NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL

ADMINISTRATIVE ASSISTANT: ELSA PERON

2. California wagering on out-of-state Thoroughbred races:

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. Out-of-state wagering on PRA races:

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than █% of gross out-of-state handle wagered by out-of-state account holders, plus a █% California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than █% of takeout (which includes a █5% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpire, NYRA, Watch and Wager, and BetAmerica.

Very truly yours,



Greg Avioli, President & CEO

cc: Tom Varela, Cynthia Seidl

Pari-Mutuel Satellite Supervisor Contact List - Day Meets

Southern California Locations:

Location	Bakersfield-Firehouse	Location	OC Tavern Sports Bar and Grill
Address	7701 White Lane	Address	2369 S. El Camino Real
City	Bakersfield, CA 93307	City	San Clemente, CA 92672
Location	Bonita-58 Flat	Location	Sammy's Original
Address	4110 Bonita Road	Address	23221 Lake Center Drive
City	Bonita, CA 91902	City	Lake Forest, CA 92630
Location	Cabazon-Fantasy Springs Casino	Location	Santa Anita
Address	84-245 Indio Springs Drive	Address	285 W. Huntington Drive
City	Indio, CA 92201	City	Arcadia, CA 91007
Location	Commerce Casino Racebook	Location	Santa Clarita
Address	6131 East Telegraph Road	Address	21615 W. Soledad Canyon Road
City	Commerce, CA 90040	City	Saugus, CA 91350
Location	Fairplex Park	Location	Surfside Race Place at Del Mar
Address	2201 North White Avenue	Address	2260 Jimmy Durante Blvd
City	Pomona, CA 91768	City	Del Mar, CA 92014
Location	Hollywood Park	Location	Thousand Oaks -Tilted Kilt
Address	3383 W. Century Blvd.	Address	1345 E. Thousand Oaks Blvd.
City	Inglewood, CA 90303	City	Thousand Oaks, CA 91360
Location	Lake Elsinore Hotel & Casino	Location	Ventura-The Derby Club
Address	20930 Malaga Road	Address	10 West Harbor Blvd.
City	Lake Elsinore, CA 92530	City	Ventura, CA 93001
Location	Lake Perris-Sports Pavillion at The Farmer's Fair	Location	Victorville-San Bernardino Fair Sports Pavilion
Address	18700 Lake Perris Drive	Address	14800 7th Street
City	Perris, CA 92571	City	Victorville, CA 92395
Location	Lancaster-Watch and Wager, Antelope Valley Fair	Location	Viejas Casino & Turf Club
Address	2551 West Avenue - H	Address	5000 Willows Road
City	Lancaster, CA 93536	City	Alpine, CA 91901
Location	Los Alamitos	Location	Pechanga Resort and Casino
Address	4961 Katella Avenue	Address	45000 Pechanga Pkwy
City	Los Alamitos, CA 90720	City	Temecula, CA 92592
Location	National Orange Show-Sports Show	Location	The Derby Room at Glen Arden Club
Address	930 South Arrowhead Avenue	Address	357 Arden Avenue
City	San Bernardino, CA 92408	City	Glendale, CA 91203

Commingled Locations

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Scioto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Belterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton ADW
Borgata Casino (NJ)	Belsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thisteddown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpires
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpires High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumelela	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewiston OTB's	Premier Gateway International	Youbet Group 1
Millenium Racing	Lien Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
Divi Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	Separate Pool Locations
Corpus Christi Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gaming Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Caliente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

2021 Import Tracks	
Arlington	Lone Star
Assiniboia	Louisiana Downs
Australia Racing	Mahoning Valley
Belterra	Monmouth Park
Canterbury	Mountaineer Park
Century Downs	Northlands
Century Mile	NYRA - Aqueduct, Belmont, Saratoga
Charles Town	Oaklawn Park
Churchill Downs	Parx (Philly Park)
Delaware Park	Penn National
Delta Downs	Pimlico
Downs at Albuquerque	Prairie Meadows
Ellis Park	Presque Isle
Emerald Downs	Retama Park
Evangeline Downs	South America Racing
Fair Grounds	Sunland Park
Fort Erie	Sunray Park
Gulfstream Park	Tampa Bay Downs
Gulfstream Park West	Thistledown
Hastings Park	Turf Paradise
Hawthorne	Turfway Park
Indiana Grand	United Kingdom
Keeneland	Woodbine
Kentucky Downs	Zia Park
Laurel Park	Hong Kong

Attached

- F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal: **Attached**
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”: **Attached.**

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	Full Card

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Cal Expo Harness	Per CHRB calendar	Full Card

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
None			

- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s). **While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are**

still analyzing the viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement and submitting it to the Board.

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provision of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within 3 calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering, and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. CHARITY RACING DAYS

- A. A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: **Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution**
- B. Names and addresses of the trustees or directors of the distributing agent: **Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent**
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 19550(b)? Yes

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:

Association Veterinarian(s)	Casille Batten D.V.M
	Ashton Cloninger, D.M.V.
	Michael Parker, D.M.V.
Clerk of Scales	Ken Sjoldal
Assistant Clerk of Scales	Kenneth Fowler
Clerk of the Course	Tina Walker-Bryant
Placing Judge/Stakes Coordinator	Lisa Jones
Horse Identifier	Darrell Sparks
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Linda Anderson

Patrol Judge/Steward's Aide	Kenneth Fowler
Placing Judge/Film Analyst	Lisa Wilkerson
Patrol Judge/Placing Judge	Jerry Stone
Starter	Todd Stephens
Timer	Jelina Pike

B. Management officials in the racing department:

Director of Racing	Patrick Mackey
Racing Secretary	Patrick Mackey
Assistant Racing Secretary	Steve Martinelli & Linda Anderson
Paymaster of Purses	Claudia Dominguez

Others (identify by name and title)

Main Track Superintendent	Juan Meza
Turf Track Superintendent	Hugo Sandoval
Price Maker	Steve Martinelli
Stable Superintendent	Carrie Fawcett
Steward's Secretary/Horsemen Liaison	Devon Dunham

- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: **Christine Niccoli
Niccoli Reporting Service, 619 Pilgrim Drive, Foster City, CA 94404-1707, (650) 573-9339**
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: **Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2021.**
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. **Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through the end of the meet.**
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: **GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company; expires December 31, 2021.**

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.
**William Rizzuto Assistant General Manager (responsible for security on-site)
Security Department organizational attached
Security Department phone number (510) 559-7370
Stable Security phone number (510) 542-4235 or (510) 559-7525
William Rizzuto cell phone number (775) 846-8484**
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **34**

**Attachment to PRA / Golden Gate Fields License Application
14 (E):**

Track Camera Equipment:

There are a total of ten (10) high definition (HD) cameras placed at the following strategic locations around the race track:

7/8 Pole

3/8 Pole

1/4 Pole

Paddock

Paddock (Gliding)

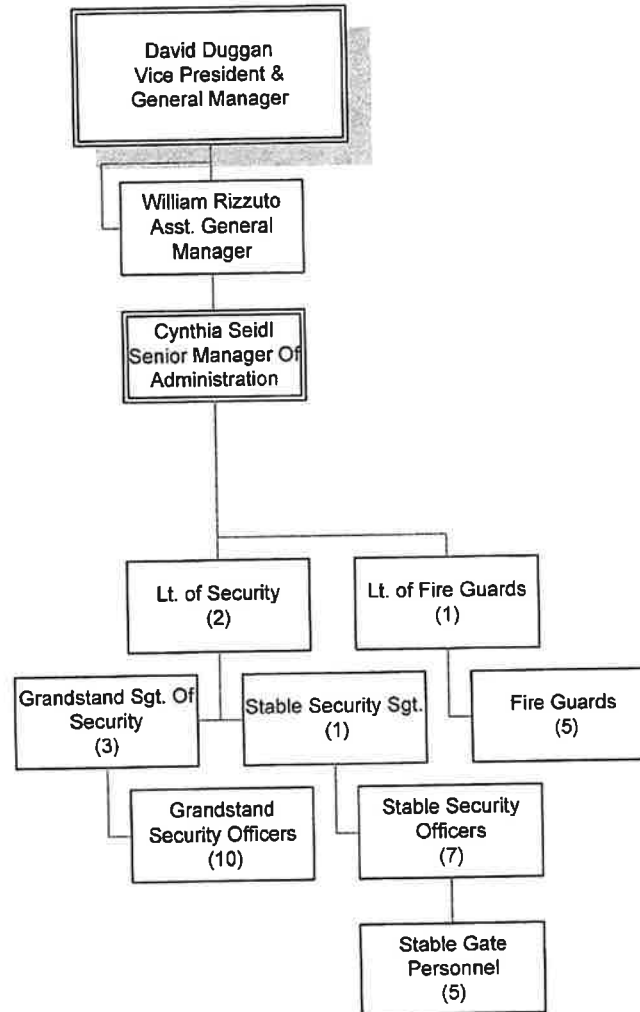
(2) Pan Cameras on Roof

Jib camera in Paddock

Starting Gate (Robo)

Parking Lot (Robo-scenic)

**PACIFIC RACING ASSN / GOLDEN GATE FIELDS
SECURITY DEPARTMENT ORGANIZATIONAL CHART
ATTACHMENT 15A**



- | | |
|--------------------------------------|--------------------------------------|
| 1 – Assistant General Manager | 7 – Security Corporals/Guards |
| 2 – Security Lieutenant | 8 – Stable Security Officers |
| 3 – Security Sergeants | 5 – Stable Gate Personnel |
| 1 – Stable Security Sergeant | 5 – Fire Guards |
| 1 – Fire Guard Lieutenant | |

1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. **Attached**

2. Detention Stalls:
 - A. Attach a plan for use of graded stakes or overnight races.
**6 hour surveillance prior to race in Graded Stakes with purses of \$100,000 or over
24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders.**

 - B. Number of security guards in the detention stall area during a 24-hour period.
Four Security Guards

 - C. Describe number and location of surveillance cameras in detention stall area.
Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically place throughout the barn area.

3. TCO2 Testing:
 - A. Number of races to be tested, and number of horses entered in each race to be tested.
Will follow CHRB staff directives

 - B. Plan for enhanced surveillance for trainers with high-test results.
Contractual obligations with TOC, and CHRB directives will be followed

 - C. Plan for detention stalls for repeat offenders.
In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB

 - D. Number of security personnel assigned to the TCO2 program.
As needed per the advice of CHRB staff

- C. Describe the electronic security system:
 1. Location and number of video surveillance cameras for the detention stall and stable gate.
Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.

Attachment to PRA / Golden Gate Fields License Application
15B (1) and 15B (2):

SECURITY CONTROLS

Graded Stakes and Races of \$100,000 or more

The following procedures have been put in place at Golden Gate Fields to ensure that proper security surveillance guidelines for races of \$100,000 or more are followed:

- Carrie Fawcett, Stable Superintendent, provides a list of starters to William Camilo Lopez Security Lieutenant which includes the following information:
 1. Name of horse
 2. Name of trainer
 3. Barn number
 4. Stall number

- Supplemental security staff, provided by a licensed security contractor and licensed by the CHRB, are called in the morning of the race to meet with the Stable Security Lieutenant for the following instruction:
 - A. An overview of the race track operating procedures
 - B. A briefing of their duties throughout the day
 - C. All guards are asked to sign out for their specific video camera
 - D. A form is provided by the CHRB to each guard which is to be signed by the attending veterinarian when administering medication to bleeders.
 - E. Each guard is given a video camera to record ALL activities involving individuals entering and exiting their assigned stall. Instruction is given to first record the posted number on the stall to confirm that the camera is directed at the assigned horse.
 - F. Instruction is given to monitor any and all suspicious activity and to contact Public Safety Director if and when suspicious activity occurs.
 - G. Guards are instructed to position themselves as close to the horse's stall without jeopardizing safety.
 - H. The horse and handler will be followed on foot by each guard to the receiving barn before the race.
 - I. After all horses are safely in the receiving barn, the guards are instructed to meet in the Security office with the Public Safety Director. The guards sign that they have returned their video camera and participate in a discussion of the day's surveillance activities.

- Surveillance videotapes are saved until all test results have received a negative result.

- There are 2 armed Security Guards on duty per 8 hour shift in the barn area within a 24 hour period and 2 additional armed Security Guards during live racing hours in the barn area which includes coverage for stakes races of \$100,000 or more.

- D. For night racing associations. Describe emergency lighting system: **Not applicable**

16. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:
Brad Winding Turf Rescue, LLC, 19615 Barclay Road, Castro Valley, CA 94546, (510) 581-8470
1. Attach a certification from the ambulance service(s) listed in 16.A., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
Certification documentation attached – 1 Paramedic and 1 EMT (1A) ambulance staff
- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: **N/A**
1. Attach a certification from the ambulance service (s) listed in 16.B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
N/A
- C. Describe the on-track first aid facility, including equipment and medical staffing: **Attached**
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If quarter horse racing association sees D.1.:
Dr. David Seftel
Office Number: 510-559-7375, Cell Number: 650-520-6204
1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): **N/A**
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31st Street, Oakland, CA 94602 (510) 437-4865
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey: **Attached**
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
Roy Roenbeck, Director of Environmental, Health & Safety
William Rizzuto, Facility Manager serves as Assistant Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- **Albany fire clearance letter attached valid through December 31, 2021**
- **Berkeley Fire clearance letter issued September 22, 2020. Valid until next scheduled inspection**

TURF RESCUE
AMBULANCE SERVICE, LLC



April 20, 2021

California Horse Racing Board
1010 Hurley Blvd., Suite 300
Sacramento, CA 95825

RE: Turf Rescue, LLC, Licensed Personnel in 2021

To Whom It May Concern:

This is to inform you that Turf Rescue, LLC operations and procedures are well within the standard care Operating Procedures set forth by Alameda County E.M.S.

Turf Rescue, LLC employs only licensed Paramedics and Emergency Medical Technicians that meet and follow the licensing requirements for Alameda County E.M.S.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Brad Winding". The ink is dark and the signature is fluid and legible.

Brad Winding, Owner
Turf Rescue, LLC

Brad Winding, Owner
Turf Rescue Ambulance Service, LLC
1544 Winkle Drive, Chico, CA 95926
Email: turfrescue@att.net
H: (530) 896-1189
C: (510) 813-8470



GOLDEN GATE FIELDS

DESCRIPTION OF GGF MEDICAL CLINIC (LIVE RACING)

Services (Mission)

- Pre-race examinations on jockeys;
- Preventive & curative medical services for jockeys;
- Urgent care facility for jockeys;
- Assist CHRB in assessment of any impaired individuals.

Staffing

- Physician Medical Director (“Track Physician”).

Equipment

- Advanced cardiac life support (ACLS) equipment;
- 12-Lead EKG;
- Lung function testing equipment;
- Ultrasound (for internal organ injury assessment);
- Blood work & hematology supplies & equipment;
- Basic surgical care supplies & equipment.

Availability

- One-hour before first posted race until one-to-two hours following last posted race;
- Extended hours for necessary follow-up care and/or upon Request from track management or CHRB.

EMERGENCY MEDICAL PROCEDURES

-MORNING TRAINING-

FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

"FIRST RESPONSE"

- In the event of an accident, the Outriders shall immediately contact the on-track GGF Human Ambulance using Radio Channel #1 ("Rider Down");
(or the accident may very well be witnessed directly by the Ambulance Crew);
- The on-track GGF Human Ambulance (manned by GGF-contracted medical personnel) shall respond immediately to the site of the accident;
- The attending contracted medical personnel shall arrive equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment & supplies;
- An "on-site evaluation" of injuries to the jockey(s) or exercise rider(s) shall be made by the attending contracted medical personnel.



"ON-SITE EVALUATION"

- Based on the attending contracted medical personnel "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) or exercise rider(s) on-site or to request emergency medical transport for off-site treatment at a hospital trauma center;
 - If on-site treatment is deemed sufficient, the GGF Human Ambulance shall provide the injured jockey(s) or exercise rider(s) with appropriate medical treatment; or,
 - If off-site treatment is deemed necessary, "911" shall be used to summon a City of Albany Fire Dept. ambulance *(a Fire Dept. truck shall also respond)*.



"INJURY TREATMENT"

- If an injured jockey(s) is treated on-site:
 - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
 - the Track Physician of the GGF Medical Clinic shall likewise be notified either via telephone or when arriving on-site (live race days only).
- If an exercise rider(s) is treated on-site:
 - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
- If the City of Albany Fire Dept. ambulance is summoned to respond, the injured jockey(s) or exercise rider(s) shall be transferred to this ambulance at either of the two following locations for transport to a local hospital;
 - If the injuries are deemed less severe, the jockey(s) or exercise rider(s) will be transported by the GGF Human Ambulance to an off-track location for pick-up by the City of Albany Fire Dept. ambulance; or,
 - If the injuries are deemed severe and the jockey(s) or exercise rider(s) cannot be moved, the City of Albany Fire Dept. ambulance will be escorted by GGF security personnel directly onto the track for patient pickup.



"POST INJURY ACTIVITIES"

- The incident must be reported immediately to the appropriate CHSA representative;
- In consultation with the attending contracted medical personnel, an "Accident/Injury Investigation Report" must be completed by track management following completion of the above-noted procedures.

Should the GGF Human Ambulance need to leave the track premises, for whatever reason(s), all morning training must be delayed until a city-chartered or other substitute ambulance is on-site and available for on-track medical service.

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -ENTRENAMIENTO MATUTINO-

PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

"PRIMEROS AUXILIOS"

- En caso de accidente, los paradores deberán contactarse de inmediato con la Ambulancia para pacientes humanos del Golden Gate Fields (GGF) a través del canal de radio n.º 1 (por "jinete caído") (o tal vez el equipo de la ambulancia presencia el accidente directamente);
- La Ambulancia del GGF (con personal médico contratado del GGF) deberá actuar de inmediato en el lugar del accidente;
- El personal médico contratado que asista deberá contar con conocimientos en soporte vital cardiovascular avanzado (SVCA) y demás equipos y suministros necesarios de tratamiento médico inmediato;
- Dicho personal llevará a cabo una "evaluación en el lugar" de las heridas del jinete o del jinete de ejercicio.



"EVALUACIÓN EN EL LUGAR"

- De acuerdo con la evaluación de las heridas que realice el personal médico contratado en el lugar, se tomará una decisión acerca de tratar al jinete o jinete de ejercicio herido en dicho lugar o bien solicitar un transporte médico para emergencias para llevar a cabo un tratamiento en un centro de traumatología;
 - Si se considera suficiente el tratamiento en el lugar, la Ambulancia del GGF deberá proporcionar el tratamiento médico correspondiente al jinete o jinete de ejercicio herido o
 - Si es necesario un tratamiento fuera del predio, se deberá utilizar el "911" para llamar una ambulancia del Departamento de Bomberos de la ciudad de Albany (también podrá actuar un camión del Departamento de Bomberos).



"TRATAMIENTO DE HERIDAS"

- Si se trata un jinete herido en el lugar:
 - el personal médico contratado que asista deberá proveer tratamiento médico hasta que derive al paciente de acuerdo con su criterio médico;
 - también se deberá notificar al médico de la pista de la Clínica Médica del GGF ya sea por vía telefónica o cuando llegue al lugar (únicamente los días de carreras).
- Si se trata un jinete de ejercicio en el lugar:
 - el personal médico contratado que asista deberá proveer tratamiento médico hasta derivar al paciente de acuerdo con su criterio médico;
- Si se llama a la ambulancia del Departamento de Bomberos de la ciudad de Albany para brindar atención, se trasladará al jinete o jinete de ejercicio herido en dicha ambulancia hasta una de las siguientes ubicaciones para trasladarlo a un hospital local:
 - Si las heridas se consideran poco graves, se trasladará al jinete o jinete de ejercicio en la Ambulancia del GGF fuera de la pista para que lo recoja la ambulancia del Departamento de Bomberos de la ciudad de Albany o
 - Si las heridas se consideran graves y no se pueden movilizar al jinete o jinete de ejercicio, el personal de seguridad del GGF escoltará la ambulancia del Departamento de Bomberos de la ciudad de Albany directamente hacia la pista para que recoja al paciente.



"ACTIVIDADES POSTERIORES A LAS HERIDAS"

- Se debe informar el incidente de inmediato al representante correspondiente de la Asociación de jinetes de California (CSHA, por su sigla en inglés);
- Con el asesoramiento del personal médico contratado que asista, la gerencia debe completar un "Informe de investigación de accidentes/ heridas" luego de que se completen los procedimientos que se apuntaron anteriormente.

ALBANY CALIFORNIA

CITY OF ALBANY



FIRE DEPARTMENT
1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5770

www.AlbanyCA.org/fire

December 10, 2020

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing association/Golden Gate Fields
1100 Eastshore Highway
Albany California 94706

Mr. Roenbeck,

Fire inspector Thomas Peters from the City of Albany Fire Prevention Department together with Golden Gate Fields Prevention Supervisor conducted a Life and Safety inspection on December 10, 2020. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2021 racing season. Clearance for the facility is granted for all aspects of your operation.

Please note that operations beyond the scope of normal racetrack activities may require additional inspections with additional fees.

Please feel free to contact our office with any questions.

Thomas Peters
Fire Prevention Inspector

City of Albany
1000 San Pablo Ave.
Albany, CA 94706



Department of Fire and Emergency Services
Division of Fire Prevention

September 22, 2020

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710
Phone (510) 559-7300 (main office)
Fax (510) 559-7465

Subject: Fire & Life Safety Inspection of Golden Gate Fields in Berkeley, CA

Dear Mr. Roenbeck:

On Thursday, July 23, 2020, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Thursday, September 3, 2020, and Monday, September 21, 2020. Photo documentation of the remaining repairs were sent on Tuesday, September 22, 2020. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

This fire clearance establishes a reasonable standard of fire safety as addressed in Title 4, Division 4, Article 17, Section 1927 Fire Prevention of the California Code of Regulations.

These facilities are considered to be compliant with the fire code until the next scheduled inspection unless and until we receive information to the contrary. Should you have any questions or concerns regarding the annual inspection, then please contact me at 510-981-5582 or dtieu@cityofberkeley.info.

Thank you and the entire Golden Gate Fields team in working diligently to improve the fire & life safety of the barns and stables.

Sincerely,

Dori Tieu
Interim Deputy Fire Marshal, City of Berkeley Fire Department



GOLDEN GATE FIELDS

July 27, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Pacific Racing Association – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated September 22, 2020.

Pacific Racing Association II is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

David Duggan

- I. Name of the workers’ compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): **Liberty Mutual Fire Insurance Co. WA2-B7D-170912-011 (policy no.)**
- J. Attach a Certificate of Insurance for workers’ compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days’ notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers’ compensation.
Attached

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:

- Armored Car** **Loomis Armored Car, P.O. Box 44196, San Francisco, CA 94144**
- Track Physician** **Dr. David Seftel, Conocen Corp., 20066 Austin Lane, Castro Valley, CA 94546**
- Official Program** **Wesco Graphics Inc., 410 East Grant Line Rd, Tracy, CA 95376**
- Starting Gate** **Mike Costello, United Puett Starting Gate Co., P.O. Box 18, S. Salem, NY 10590**
- Track Photographer** **Bill Vassar, Vassar Photography, 1167 Sapphire Drive, Livermore, CA 94550**

Does the association provide its own concessions? Yes No

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting: **On file with board.**
- B. Promotional/ Marketing budget for this race meeting: **On file with board.**

Promotional/Marketing budget for prior race meeting: **On file with board.**
- C. Number of hosts and hostesses employed for meeting:
4 Ambassadors

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department	Named Insured and Address: Pacific Racing Association dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706 Subsidiary/Divisions: Pacific Racing Association 1100 Eastshore Highway Albany, CA 94706 and Pacific Racing Association II dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706
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This certificate is issued regarding:

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Zurich American Insurance Company	GLO 9302183-18	Jun 30, 2020 to Jul 30, 2021	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-011	Jun 30, 2021 to Jun 30, 2022	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

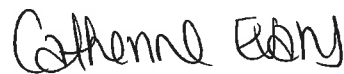
Additional Information:

The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited  By: _____ Catherine Evans
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D. Describe facilities set aside for new fans:

Customer Service – Our customer service center is open year-round with a trained customer service representative to assist fans with general racing information, maintain our frequent fan club known as the THOROUGHBREDS, and assist with XpressBet sign ups and account maintenance

Xpressbet Customer Service – An Xpressbet ambassador is open year round with a trained service representative to assist fans in joining a new program “XB Rewards Club.” This new program provides fans with admission discounts and wagering points to be accumulated for designated rewards

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

1. Horsemen

- Replaced turf course rail (inside and outside) with PVC by Duralock
- Capital barn roofing improvements in the barn area
- Updated all barn area lavatory facilities with touchless sanitizing equipment
- Continuation of laundry service for the Jockey’s Room by GGF
- Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December
- Continual roadway, horse paths, and barn repairs
- Replaced clubhouse turn track fence
- Installation of added safety light during training hours
- Added Owner/Trainer seating area near Winners Circle equipped with heaters

2. Fans

- Created new family area on A Deck complete with fencing, artificial turf etc. (Golden Gate Green)
- Hired Roaming Ambassadors to assist fans with questions regarding wagering and contactless system
- Remodeling Paddock Pub with projection screen TV, furniture, and flooring
- Providing tours of the front side facility to fans upon request
- Continual parking lot and roadway repairs
- Added contactless Food & Beverage delivery ordering system “GoTab”
- Purchased Daktronics big screen for enhanced viewing of races and local sports games in between races
- Heavy GGF Social Media presence in the Bay Area
- New themed events offered every weekend for pre purchase on “Event Brite” with giveaways included

3. Facilities in the restricted areas **Equine Hospital**

19. SCHEDULE OF CHARGES

sink, and toilet.

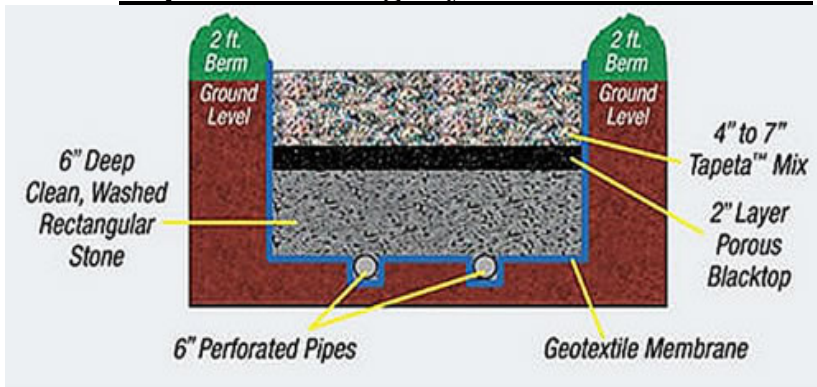
21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) Jerome Smith on (date) July 8, 2021.
CHRB to provide name of CHRB inspector and date of last inspection conducted with Stable Superintendent, Carrie Fawcett
- B. Number of rooms used for housing on the backstretch of the racetrack: **140**
- C. Number of restrooms available on the backstretch of the racetrack: **18 with showers, 7 in office areas**
- D. Estimated ratio of restroom facilities to the number of backstretch personnel:
1 restroom for every 12 people

22. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition:

Tapeta® Footings Synthetic Track Surface



- C. The percent of cross slope in the straight-aways is: **1.5%**
The percent of cross slope in the center of the turns is: **4%**
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.
Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen’s Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches.
Turf Course: Replacing inside and outside turf course rails with PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Juan Meza**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **Attached**
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing. **Not applicable**

23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state): **No Exceptions**
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
TOC – Agreement will be forwarded to Board upon completion.
CTT – If an agreement is reached, it will be forwarded to the board upon receipt.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **On file with the Board**
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made). **N/A**
- E. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state): **No exceptions**
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association except as follows (if no exceptions, so state): **No exceptions**

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.



August 25, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Duggan", with a long, sweeping flourish extending to the right.

David Duggan



COVID-19 WORKSITE-SPECIFIC PROTECTION PLAN (WPP)

Business name:

Facility address:

Approximate gross square footage of space open to the public:

Date this COVID-19 Worksite-Specific Protection Plan (WPP) was most recently updated:

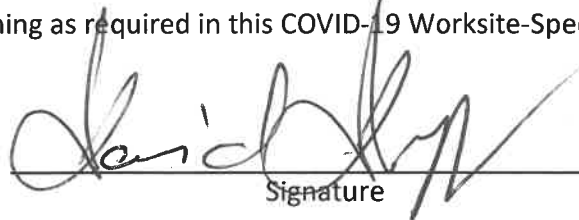
The person(s) responsible for implementation of this COVID-19 Worksite-Specific Protection Plan (WPP):

Name	Title/Role
David Duggan	VP/General Manager (510-559-7364)
Roy Roenbeck	EHS Director (510-559-7401)
Chris Zamora	Janitorial [Pritchard SEG] (510-559-7395)

I, David Duggan, certify that all employees have reviewed this plan, have been provided a copy of this plan, and have received training as required in this COVID-19 Worksite-Specific Protection Plan.

David Duggan

Name



Signature

Alameda County Shelter in Place Order and Face Coverings Guidance

- Employer has read the [Alameda County Shelter in Place Order](#) to determine if the business is allowed to reopen.
- Employer has read the [California Guidance for the Use of Face Coverings](#) and is complying with and implementing measures identified in the guidance.

Individual Control Measures and Screenings

- Employees whose work duties can be conducted remotely are doing so and will continue to do so until the Shelter in Place Order is lifted, with particular consideration for employees above the age of 60 and those with

underlying health issues who are at increased risk for more severe disease if infected.

- All employees have been provided with temperature and/or symptom screenings at the beginning of their shift and all other employees entering the worksite at all times. The individual conducting the temperature/symptom screening will avoid close contact with employees to the extent possible. Both screeners and employees wear face coverings during each screening. See screening guidance [here](#).

*(*GGF symptom screening currently conducted on an as-needed basis)*

- Employees must be provided with all required protective equipment (i.e. face coverings) and the employer ensures this equipment is worn properly at all times.
- Employees must be provided with and use protective equipment when offloading and storing delivered goods.
- Employees inspect deliveries and perform disinfection measures prior to storing goods in warehouses and facilities.
*(*not applicable)*
- Face coverings are required when employees are in the vicinity of others. Face coverings are not shared at this worksite.
- Employees take reasonable measures to communicate with the public that they are required to wear face coverings.
***Please note that persons younger than 2 and those who cannot wear one because of medical reasons are exempt from wearing a face covering. For additional exemptions, please see [State guidance](#).**
- Employees who are sick or exhibiting symptoms of COVID-19 are directed to stay home and follow the Alameda County Public Health Department’s Criteria for Returning to Work after Isolation or Quarantine guidelines located [here](#).

Please note that employees who self-quarantine and who are not ill do not need a doctor’s note to return to work after staying home for 14 days. Requiring employees to obtain a doctor’s note is impacting the medical system and preventing doctors from seeing patients who are ill. If any employee has been isolated because they were diagnosed with COVID-19, they may return to work once they meet the criteria described in ACPHD’s [Home Isolation and Quarantine Instructions](#). Repeat testing for COVID-19 is not required before an employee can return to work.

Types of protective equipment provided to employees at this worksite location include:

Nitrile Gloves (all sizes), Face masks (N95 & particulate), Face Coverings (cloth, bandanas, etc.), Protective Eyewear (safety goggles & face masks), Hand Sanitizer (various containers & volumes), Hand Soap & Disinfectants, Temperature-taking Devices (Tempa-DOTs & IR Thermometers), First Aid Kits (including sterile gauze for temperature taking), Biohazard Kits (Bloodborne Pathogens), Air-Purifying Respirators (APRs), Tyvek Suits.

Additional control measure you are implementing at this worksite include:

Temperature & symptom screening (as needed), controlled access to Admin & Stable areas, mandatory social distancing, enhanced PPE requirements, logging of race day participants, elimination of non-essential visitors, scaled back on-track activities & personnel, required testing for individuals displaying COVID-19-related symptoms or individuals who live in the same household or had close contact with someone with COVID-19, prohibition of dormitory visitors, limited occupancy of backstretch indoor communal areas (e.g., cafeteria, rec room), restricted vendor & service persons access, comprehensive tracking of all case involving testing, quarantining & isolation, posted signage, public address announcements on masks & social distancing, close coordination with CTT for trainer education, enhanced disinfection & decontamination procedures, input from on-site infectious disease expert (MD).

Cleaning and Disinfecting Protocols

- Thorough cleaning in high traffic areas is performed regularly. Commonly used surfaces are frequently disinfected.
- All shared equipment and touchable surfaces are cleaned and sanitized between each use.
- Customer entrances and exits, and points of sale are equipped with proper sanitation products, including hand sanitizer and/or sanitizing wipes.
- Hand washing facilities will be made available and will stay operational and stocked at all times and additional soap, paper towels, and hand sanitizer are supplied when needed.
- Hand sanitizer will be provided where businesses do not have indoor plumbing. *(*where applicable)*
- Sanitizing supplies are provided to promote employees' personal hygiene. This may include tissues, no-touch trash cans, hand soap, adequate time for hand-washing, alcohol-based hand sanitizers, disinfectants, and disposable towels.
- Cleaning products are used that meet the Environmental Protection Agency (EPA)'s- approved for use against [COVID-19 list](#).
- Business hours and/ or other procedures have been modified to provide adequate time for regular, thorough cleaning, product stocking, or other measures. *(*not applicable)*
- Employees are provided adequate time to implement cleaning practices before and after shifts.
- Hands-free devices have been installed, if possible, including motion sensor lights, contact-less payment systems, automatic soap and paper towel dispensers, and timecard systems.

Schedule for Disinfecting High Traffic Areas and Commonly Used Surfaces

Fill in the fields below with the schedule for how often each area is disinfected.

Mark N/A for all that do not apply to your specific worksite and add any that are missing to "Other".

Break rooms:

Two times daily by Pritchard SEG (janitorial) for office & backstretch communal break rooms.

Restrooms:

Two times daily by Pritchard SEG (janitorial) for office & backstretch restrooms and 30 minute intervals by Pritchard SEG (janitorial) for patron-accessible restrooms.

Handrails/door handles/counters/shelving/buttons (elevator/door):

Twice daily (where applicable) by Pritchard SEG (janitorial) with doors remaining open (where possible) in patron-accessible areas.

Shopping carts/baskets:

N/A

Handheld devices (payment portals, including ATM PIN pads, stylus):

30 minute intervals by Pritchard SEG (janitorial) for patron-accessible devices (during hours of operation).

Registers:

N/A

Scanners:

As needed by GGF staff for employee-only scanners (no patron-use scanners).

Telephones:

As needed - GGF staff provided with disinfectant wipes for office phones & UV phone sanitizers available for mobile phones (there are no communal phone stations).

Time clocks:

Twice daily by Pritchard SEG (janitorial) [although units are touchless].

Handwashing facilities:

Two times daily by Pritchard SEG (janitorial) for office & backstretch restrooms and 30 minute intervals by Pritchard SEG (janitorial) for patron-accessible restrooms.

Custom equipment and tools (i.e., pallet jacks, ladders, supply carts):

As needed - individual employees provided with disinfectant wipes for small equipment; Pritchard SEG (janitorial) available for disinfecting larger equipment.

Conveyor belts:

N/A

Others:

N/A

Operational procedures being implemented to ensure there is adequate time for cleaning/disinfecting:

Disinfection & decontamination services are outsourced to Pritchard SEG (janitorial contractor) to ensure that a full-time servicer is available. Pritchard utilizes "decontamination through disinfection" protocols compliant with Global Biorisk Advisory Council (GBAC) recommendations. In addition, GGF staff are provided with disinfectant materials & PPE for their respective equipment & work stations.

Additional measures that have been taken at this business location:

Pritchard SEG (janitorial) also uses VP300ES Victory electrostatic sprayers for disinfecting “problematic” or “suspect” indoor areas like offices, restrooms, dormitory rooms, etc.

- All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
- Customers are permitted to bring their own bags, mugs, or other reusable items from home if they do not require handling by employees. *(*limitations apply; subject to search)*
- Tape or other markings have been placed at least six feet apart in customer line areas on sidewalks or other walkways near public entrances with signs directing customers to use the markings to maintain distance.
- Limit the number of customers in the store at any one time to, which allows for customers and employees to easily maintain at least six feet distance from one another at all practicable times.
*(*patron attendance is limited; numbers subject to current public health regulatory guidance)*
- All desks or individual workstations are separated by at least six feet or employees otherwise maintain six feet if workspace is limited. Physical partitions can be used if workstations and/or employees cannot physically distance.
- Employees are informed that they should not carpool to and from the jobsite except by workers living within the same household unit, or as necessary for workers who have no alternative means of transportation.
- If employers provide shuttles, symptom checks should be conducted before employees board the shuttle, and employees should physically distance while waiting in line and on the shuttle. Physical distancing on the shuttle can include reducing the shuttle capacity. *(*not applicable)*

The following per-person limits have been placed on goods that are selling out quickly to reduce crowds and lines. If not applicable mark as “N/A”.

N/A

Description of the layout of your worksite and how we accomplish physical distancing measures:

For Patrons - limited to 20% (Red Tier) & 33% (Orange Tier) attendance, outdoor stadium seating only with every other seat closed-off - signs & on walls & floors (decals) for maintaining social distancing.
 For GGF employees & race day personnel (note that they are restricted to their respective work locations and are prohibited from intermingling in other track areas unless mission critical or an emergency)

1. Grandstand Administration Area - separate offices
2. Grandstand Roof (live racing only) - compartmentalized workspace with ample room for social distancing (access to grandstand roof via a separate entrance/exit).
3. Grandstand Medical Clinic - one employee only
4. Jockey's Room (live racing only) - six feet between lockers and to allow for increased social distancing, the auxiliary Jockey's Room and ancillary wait areas are available (use of hot tub and steam room is prohibited)
5. On-track (live racing only) - remain outdoors at all times in designated areas around the expansive track and are prohibited from accessing the backside or frontside buildings
6. Test Barn/Receiving Barn - compartmentalized workspace which is an expansive and well-ventilated space.
7. Racing Office - all desks in use maintained at least 6-feet distance from each other (access to office via a separate entrance/exit)
8. Security Office - no more than two employees at any one time
9. Gate Security & Operations - one employee only

Food Facilities Guidance Including Restaurants, Mobile Food Facilities, Stores/Convenience Stores

- Go to the Alameda County Department of Environmental Health [website](#) and review the Guidance for Food Facilities and Food Safety for Food Delivery and Pickup Guidance.
- Complete and implement the Restaurant Operating Procedures posted on the Alameda County Department of Environmental Health [website](#).
- If you've implemented additional measures specific to your food facilities business, include them below.

Description of any additional measures taken:

Outdoor/in-seat dining only (pre-packaged meal delivery) with all ordering through smartphones using QR codes (no cash transactions). Opening of indoor dining (limited numbers) subject to current public health regulatory guidance.

Notification of Covid-19 Positive Case at Your Worksite

- Employers are required to report workplace related outbreaks to the Alameda County Public Health Department (ACPHD) **within 48 hours** and provide additional information when requested by ACPHD.

(*including City of Berkeley BPHD)

An outbreak at a non-healthcare or non-residential congregate setting workplace is defined as three or more cases within a 14-day period among employees who do not live in the same household.

To report new outbreak cases, an employer must complete the California Shared Portal for Outbreak Tracking (SPOT) Intake Form for Workplaces located [here](#).

For health care settings, such as acute care hospitals and outpatient clinics, as well as congregate living facilities, please visit [here](#) for more information on how to report cases.

For more information about reporting cases, please visit [here](#) and see section "Recording and Reporting COVID-19".

Employers are required to comply with the State's COVID-19 Emergency Temporary Standard effective November 30, 2020. As employers implement the new regulations, Cal/OSHA enforcement personnel will consider an employer's good faith efforts in working towards compliance, but some aspects, such as eliminating hazards and implementing testing requirements during an outbreak, are essential. Visit [here](#) for the Emergency Temporary Standard.

For questions related to positive employees in the workplace, please contact the COVID Workplace Response Team at COVIDworkplace@acgov.org or (510) 268-2101.

Training

Employees have been trained on the following topics:

- Information from the [Centers for Disease Control and Prevention \(CDC\)](#) on COVID-19, how to prevent it from spreading, and which underlying health conditions may make individuals more susceptible to contracting the virus.
- Self-screening at home, including temperature and/or symptom checks using CDC guidelines.
- The importance of not coming to work if employees have a frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, or if they or someone they live with have been diagnosed with COVID-19.
- The importance of seeking medical attention if an employees' symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on the CDC's webpage.
- The vulnerability of those 60 years of age or older and people with chronic medical conditions, and the need to practice particular caution to protect these groups.
- The importance of frequent handwashing with soap and water, including scrubbing with soap for 20 seconds (or using hand sanitizer with at least 60% ethanol or 70% isopropanol when employees cannot get to a sink or handwashing station, per CDC guidelines).
- Manufacturer's directions and Cal/OSHA requirements for safe use of personal hygiene and cleaning products.
- The importance of physical distancing, both at work and off work time (see Physical Distancing section above).
- **Proper use of face coverings, including:**
 - Face coverings can help protect people near the wearer, but do not replace the need for physical distancing and frequent handwashing.
 - The importance of washing and/or sanitizing hands before and after using or adjusting face coverings.
 - Avoid touching eyes, nose, and mouth.
 - Face coverings to be washed after each shift.

Other worksite training measures taken:

PPE donning and cleaning, FIT Testing for N95s (where applicable), US DOL Employee Rights & Workplace Safety, BPHD Quarantine & Isolation Guidance (handouts), Vendor & Service Persons Access Policy.

COVID testing requirements (note: GGF had conducted >4 months of on-site testing for employees and race day personnel) and COVID vaccinations (mass vaccination clinic operated on our property by ACDPH & BPHD).



GOLDEN GATE FIELDS

August 20, 2021

Mr. Zachary Voss
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Voss,

As of today, the following is still outstanding, with respect to Pacific Racing Association's ("PRA") 2021 Fall Race Meet Application:

1. TOC Agreement – PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the September Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.
2. Northern California Simulcast Agreements – A simulcast agreement has been sent to CARF. PRA will forward the agreement to the CHRB upon completion. (Sonoma County Fair and PRA have entered into an agreement.)
3. Hong Kong Import Races – As noted in the license application, while we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the economic viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement.
4. NYRAbets Agreement – PRA's simulcast agent is working with NYRAbets, LLC to finalize a new contract. Either a new contract, or an extension of the current agreement, will be submit to the Board prior to the expiration of the current contract.
5. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

24. CERTIFICATION BY APPLICANT

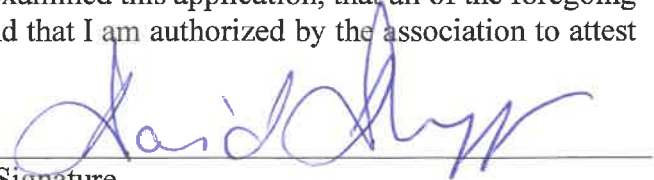
I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

David Duggan

Print Name

Gm / VP

Print Title



Signature

7-8-2021

Date

STAFF ANALYSIS
September 15, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCHANDWAGER.COM, LLC (H) AT CAL EXPO, COMMENCING OCTOBER 27, 2021, AND CONTINUING THROUGH DECEMBER 21, 2021

Watchandwager.com, LLC (WAW) has filed its application to conduct a harness horse racing meeting at Cal Expo as follows:

- October 27, 2021, through December 21, 2021, with nine live racing days, the same as proposed for the same period in 2020. Live racing will commence November 19, 2021, and continue through December 19, 2021.
- WAW proposes to race a total of approximately 126 races, or 14 races per day. In fall 2020, WAW averaged 11.33 races per day and 8.28 runners per race. The average daily purse for the WAW 2020 meet during the same period was \$60,076. The estimated average daily purse for this proposed meet is \$64,823.
- The proposed race dates are within the official allocated dates, as follows:

November 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- Racing two nights per week, Friday and Sunday, except opening week racing only Friday, November 19, 2021.
- First post 6:30 p.m. on Fridays, 4:50 p.m. on Sundays.
- WAW will coordinate its post times with Los Alamitos and any other twilight or nighttime California Thoroughbred signal.
- Racing concurrently with Pacific Racing Association (10/20/21–12/21/21), Del Mar Thoroughbred Club (11/3/21–11/30/21), Los Alamitos Racing Association (12/1/21–12/14/21), Los Angeles Turf Club (12/15/21–12/21/21).
- Business and Professions Code (BPC) [section 19464\(b\)](#) specifies that no application for license to conduct a horse racing meeting shall be granted unless the applicant

has deposited with the California Horse Racing Board (CHRB/Board) a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits, including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting in which all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

This subdivision does not apply to any person or association licensed to operate a horse racing meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years. WAW's initial race meeting was conducted after 2001. Therefore, WAW is subject to the provisions of BPC section 19464(b). The Board has received a copy of the surety bond, which is effective September 1, 2021, through September 1, 2022. The original surety bond is pending.

- Wagering program will use CHRB and Association of Racing Commissioners International (ARCI) rules.
 - Early wagering will begin at 10:00 a.m. each live race day.
 - \$0.20 PNP4 of races 8 through 11. Requests reduced 16% takeout. 90% carryover if no correct tickets with four winners. 10% minor pool payout.
 - \$0.20 PNP6 on races 4 through 9, ARCI-004-105(G)(2)-Method 1. 80% payout plus carryover for 6 winners. 20% minor payout.
 - \$0.20 PNP5 starting on race 1 and race 6. Requests reduced 16% takeout. No consolation. 100% carryover if no ticket correctly selects five winners. CHRB Rule 1976.9.
 - \$0.20 Pentafecta selecting first five finishers in same race. 100% payout to all tickets selecting five winners. No consolation. 100% carryover if no winning ticket. ARCI-004-105-X-Option 3.
- Advance Deposit Wagering (ADW) providers are NYRA Bets, TVG Network, TwinSpires, Watch and Wager.

Pursuant to BPC [section 19604](#), specific provisions must be met before an ADW provider can accept wagers. To accept wagers on races conducted in California from a resident of California, the following conditions must be met:

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

- Documents received in compliance with BPC section 19604:
 - All required ADW agreements and approval of the agreements from the appropriate horsemen's organization.
- Simulcasting conducted with out-of-state racing jurisdictions, pursuant to BPC section 19602, and with authorized locations throughout California.
- Requests that Carl Sobey and Sandra Rios be appointed horse identifiers pursuant to Board [Rule 1525](#), Racing Officials Appointed by the Board.
- Track safety inspection has been requested and will be completed before the race meet begins.
- Backstretch worker housing inspection was completed on July 3, 2021.

Specific information **still needed** to complete this application includes the following:

1. Original surety bond with wet signature. (1D) [Received copy.]
2. Fire clearance in compliance with Board [Rule 1927](#), Fire Prevention. (16H) [Inspection date pending.]

RECOMMENDATION:

If the application is considered for approval, staff recommends that it be approved contingent upon receipt of all outstanding items prior to the start of the proposed race meet.

WATCH AND WAGER STANDARD OPERATING PROCEDURES FOR HUMAN INFECTIOUS DISEASE CONTROL

EFFECTIVE DATE SEPTEMBER 15, 2021

1. PURPOSE

Watch and Wager's Veterinary Team's role as Lasix Administration and Association Veterinarian is to promote horse safety and welfare. This includes protecting the people who care for horses during outbreaks of human infectious diseases.

2. SCOPE

This document covers the best practices and guidelines for minimizing the spread of human infectious disease at the Watch and Wager harness track during:

- A) Examination of horses for training.
- B) Observation of racing and training, including responding to incidents on the track.
- C) Furosemide (Lasix) administration.
- D) Any other interaction with Watch and Wager staff, trainers or trainers' staff.

3. RESPONSIBILITIES

The Association Veterinarian and Lasix Administration Veterinarian and any of their veterinary staff are responsible for the following:

Minimizing the risk of spread of human infectious diseases in the case of widespread viral outbreaks or pandemics.

4. PROCEDURES

- A) At all times, the Association Veterinarian and Lasix Administration Veterinarian and veterinary staff should follow current recommended guidelines from the CDC.
- B) During visits to the backstretch, including examinations for working horses and administration of Lasix, veterinarians should observe the following:

- a) Wear a face mask and gloves. These should be changed daily and disposed of with medical waste.
 - b) Maintain a 6-foot distance from trainers and staff whenever possible.
 - c) Not shake hands or come into other physical contact with trainers or staff.
 - d) Not share pens or equipment.
 - e) Wash hands or use hand sanitizer between each examination at a minimum.
- C) During observation of training or racing, Association Veterinarian should observe the following:
- a) Maintain a 6-foot distance from staff and horsemen.
 - b) Cover mouth and nose when coughing or sneezing.
 - c) Not shake hands or come into other physical contact with staff or horsemen.
 - d) Not share pens or equipment.
 - e) Wash hands or use hand sanitizer.
- D) When providing furosemide (Lasix) administration, the Lasix Administration Veterinarian and staff should observe the following:
- a) Wear a mask and gloves.
 - b) Maintain a 6-foot distance from staff and horsemen.
 - c) Ask the individual holding the horse to stay on the opposite side of the horse while furosemide is administered, if possible.
 - d) Not shake hands or come into other physical contact with staff or horsemen.
 - e) Not share pens or equipment. The requirement for signatures from horsemen is temporarily suspended. Please write the name of the horsemen's representative on all necessary documentation.
 - f) Wash hands or use hand sanitizer between each barn at a minimum.
- E) If responding to an incident on the track, Association Veterinarian should observe the following:
- a) Wear a mask and gloves.
 - b) Put the care of the horse first, but try to maintain distance from others attending to the scene, when possible.
 - c) Limit the number of people on the scene to required individuals only. For most emergencies, the horse ambulance driver, the employee holding the horse and the veterinarian should be sufficient. The veterinarian on the scene can request additional assistance as needed through the outrider.
 - d) Only one person should ride in the ambulance with the horse.
 - e) Wash hands or use hand sanitizer following the incident and interaction with others.

Watch and Wager LLC

Harness Racing at Cal Expo

COVID-19 Protocols

Updated September 15, 2021

New Policy for
Owners/Trainers/Grooms/Employees found on
www.CalXHarness.com

Restricted Facility Access

1. Racing Office:
 - a) Entries for all races will be taken by telephone or online only.
 - b) All racing office personnel in the racing office must wear masks.
 - c) All racing office personnel must adhere to social distancing requirements by providing each individual with the required six feet of space.

2. Grandstand/Paddock/Winners Circle:
 - a) All Watch and Wager harness racing facilities will be subject to enhanced cleaning and sanitization protocols.
 - b) Hand sanitization will be available at Grandstand entrance and in the paddock.

3. Drivers' Room Protocols:
 - a) The valet and all drivers will be required to wear a face mask while in the drivers' room. Drivers will wear a mask from arrival until leaving.
 - b) Drivers who choose to leave the state to drive at other racetracks will not be permitted to drive at Cal Expo without being COVID-19 tested and negative results presented to Watch and Wager management prior to driving. There are no exceptions.

Additional Protocols during Live Racing

1. Trainers and Essential Personnel/Grooms
 - a) All trainers will be required to wear masks.

- b) All grooms will be required to wear masks when escorting horses to the racetrack and in the paddock.
 - c) Only the trainer and one groom will be allowed to accompany each horse.
 - d) Trainers who choose to leave the state for any reason must have a negative COVID-19 test before returning to Cal Expo and the results presented to Watch and Wager management
2. Essential On-Track Personnel:
- a) The outrider on the track will be required to wear a mask.
 - b) All starting car personnel will be required to wear a mask.
 - c) The starting car will be disinfected by the starting car driver in between races.

Personal Protective Equipment (PPE)

Masks must be worn by all personnel on site, including drivers.

Controlled Access Areas and Documentation for Training Restricted Facility Access:

1. Backstretch and Stable Areas:
- Access:
- a) Masks must be worn by all personnel onsite, including the stable area and racetrack at all times.
 - b) Only trainers with horses presently stabled at Cal Expo for the Watch and Wager Harness meet and essential personnel licensed by the state who are responsible for the care of these horses (veterinarians, grooms, farriers, etc.) will be permitted access to the backstretch and stable areas.
 - c) Horses racing and shipping from in-state farms who are accompanied by essential, licensed personnel will be allowed to enter the barn area with temperature screens for the personnel. Horses shipping from out of state must have appropriate Coggins and health certificates and all accompanying personnel must have a valid COVID-19 test certificate certifying they tested negative.
 - d) All Watch and Wager security personnel will be required to wear masks.

Track Kitchen:

- a) The drivers' room track kitchen will remain open for takeout service only and. Track kitchen is NOT open to the public.
- b) Six foot social distancing spacing lines have been set up in the track kitchen.

- c) No in-kitchen dining will be allowed. Take out only.
- d) No congregating to watch races on TV in the kitchen will be allowed.

Veterinarians and Trainers – Stable Protocols

- a) Watch and Wager employed veterinarians will be required to wear masks for horse inspections.
- b) Veterinarians will be required to follow strict hand washing and hand sanitizing protocols between races in case horses need to be examined.
- c) Trainers will be limited to essential personnel only in their designated barns.
- d) Only one person will be permitted in a tackroom and/or office at any given time.
- e) Tackrooms and offices will be sanitized after individual use.
- f) All tack and barn equipment will be sanitized daily.
- g) Tack and barn equipment will not be stored with other equipment until it has been clean and sanitized.
- h) Living quarters tackrooms will be assigned to trainers and can only be shared by two people at the maximum. Those two people must be family/household members. No visitors will be allowed in living quarters tackrooms. Only residents registered with Watch and Wager are permitted in the living quarters tackrooms.

WATCH AND WAGER LLC

Track Access Restriction Policy

(COVID-19 Prevention Program)

Restricted Access to the Grandstand and Paddock

- Only CHRFB-licensed trainers who have horses racing that evening are allowed in the paddock for the night program.
- Trainers' designated staff may include a groom and up to one attendant per horse
- Essential personnel include racing officials, such as designated by the CHRFB, safety staff (ambulance drivers, track maintenance crew) and specialized janitorial staff to clean the paddock and sanitize the facility.
- No guests on the backstretch. No exceptions.
- Only trainers and their designated staff may accompany their horse into their assigned stall in the paddock.
- The paddock is closed to everyone other than racing officials, trainers and/or their designated staff required to accompany each horse to and from the paddock or racetrack for their assigned race.
- Horses will be hooked to race bikes in the paddock and proceed directly to the racetrack.
- Drivers will mount their race bikes in the paddock and will then continue to the post parade and warm up.
- Starting gate car will be disinfected between every race and the driver and starter will be required to wear masks and will maintain proper social distancing.
- Non-essential personnel to be prohibited include all public service employees (e.g., food service, wagering tellers, ushers, and admission staff).
- The Press Box will be closed to all but the official chart caller and Watch and Wager management who will maintain social distancing.

Personal Protective Equipment

(COVID-19 Prevention Program)

Watch and Wager is committed to ensuring that appropriate and sufficient personal protective equipment (PPE) is provided to employees to help limit the spread of COVID-19. In addition, our janitorial staff also maintains a supply of PPE appropriate for their duties. The following PPE (subject to availability) will be maintained on-site by Watch and Wager and provided to employees according to the needs and potential hazards of their respective duties:

- Nitrile Gloves (all sizes)
- Face Coverings (cloth, bandanas, etc.)
- Hand Sanitizer (various containers & volumes). Hand Soap & Disinfectants
- Temperature-taking Devices (IR Thermometers).
- Color coded wristbands assigned to those with a “normal” temperature for the evening.
- First Aid Kits (including sterile gauze for temperature taking)

Determination of appropriate PPE will be based on the respective Job Safety Analysis, corporate "COVID-19 Task Force" recommendations and applicable CDC health guidance. "Essential" employees, including Security & Operations gate personnel, will be required to wear face masks and gloves. Face coverings & gloves will be provided to all employees, regardless of their duties, upon request.

Responsible parties for PPE at Watch and Wager include:

Kate Phariss/Ismar Flores

Stable Area Access & Quarantine Policy

(COVID-19 Prevention Program)

A. Purpose

Watch and Wager harness racing has identified risks for our stabling and racing facilities as they relate to COVID-19 and precautions we must undertake to ensure the safety of our employees, stakeholders, horses and to reduce opportunities for COVID-19 virus spread. The protocols and procedures herein will apply to ALL persons who require access or who work/live in and Watch and Wager stabling or racing facility.

B. Access to Stabling or Racing Facility

All stabling or racing facility attendees must present a current CHRB license or relevant credentials to the posted gate staff member. If the attendee has not been previously cleared, they will be required to answer the following questions before access will be granted:

ENGLISH LANGUAGE – QUESTIONNAIRE

1. Have you, or someone you have come in contact with, travelled internationally in the past 21days?

2. Are you experiencing, or have you experienced any of the following symptoms in the past 7days?

- Cough
- Shortness of Breath or Difficulty Breathing
- At least two of the following – Fever, Chills, Muscle Pain, Sore Throat, Headache or “New Loss of Taste or Smell”

C. Have you been in contact with anyone who is or has experienced any of the following symptoms in the past 7 days?

- Cough
- Shortness of Breath or Difficulty Breathing
- At least two of the following – Fever, Chills, Muscle Pain, Sore Throat, Headache or “New Loss of Taste or Smell”

4. Are you aware that washing your hands multiple times per day and before eating is the most important way to stop the spread of COVID-19?

RISK ANALYSIS OF VISITORS LICENSED ATTENDEES:

1. STAGE 1 RISK - Any licensed attendee who is showing visible signs of illness consistent with COVID-19 exposure or who has communicated that they have recently traveled internationally will not be granted immediate access. The licensed attendee will be asked to park their vehicle outside the main gate and be informed that the Director of Backstretch Operations or representative will speak with them before they can be granted access.
2. STAGE 2 RISK - Should the Director of Backstretch Operations determine that there is a COVID-19 risk, the licensee will be prohibited from access and document the occurrence. For these cases, the Key Decision Executive will be contacted immediately for further discussion and review of the evidence to determine the level of risk that exists. The Key Decision Executive may at his discretion grant access to the attendee

E.Cleaning Protocols

Additional cleaning protocols will include an increased frequency in cleaning high-risk surfaces. Additional resources may be required and will be determined and deployed by the Operations lead.

Driver Social/Physical Distancing Policy

(COVID-19 Prevention Program)

PURPOSE – The purpose of this track policy is to minimize nonessential pre-race and post-race personnel interactions and to maintain proper social distancing during these stages. **DRIVERS MUST WEAR A MASK AT ALL TIMES.**

PRE-RACE

- Drivers must exit the Drivers' Room with a minimum social distance of six feet of spacing between themselves.
- Drivers will receive instructions for their respective horses within the Paddock using the predetermined stalls and without any nonessential social gathering.
- The Paddock must remain clear at all times aside from grooms and horses (although trainers may temporarily be in attendance during the hooking up of race bikes).

POST-RACE

- Drivers will unhook race bikes and grooms hook up jog carts on the track at a safe social distance apart from other drivers and horses – no nonessential social gathering is permitted.
- Any post-race debriefing or discussion will occur outside the Paddock with minimal participants and at safe social distances.

NOTE: Access restrictions to the Grandstand and Paddock for non-drivers are specified in the Watch and Wager "Track Access Restriction Policy."

Home Care Instructions

(COVID-19 Prevention Program)

Qualified medical professionals evaluated you today for an apparent viral respiratory infection (e.g., influenza, COVID-19 or other common respiratory viruses). At this time your illness does not require you to go to an emergency department. Your vital signs are within acceptable ranges, including your heart rate, breathing rate, blood pressure, and oxygen level.

It is important that you continue to treat your symptoms, monitor your own condition, and take steps to prevent spreading the infection to others.

You should follow the steps below:

- Stay home except to get medical care. Do not go to work, school, or public areas. Avoid using public transportation, ride-sharing, or taxis.
- Drink plenty of fluids to stay very well-hydrated. Drink non-carbonated fluids. Avoid alcohol.
- Take ibuprofen (Motrin, Advil) or acetaminophen (Tylenol) as needed for fever or body aches, unless you have previously been told not to use these medicines. For adults, the recommended dose for ibuprofen is 400 or 600 mg every 6 hours, and for acetaminophen the dose is 650 mg every 4 hours. For children, consult medication packaging for appropriate weight-based dosing.
- Separate yourself from other people and animals in your home. ■ As much as possible, stay in a specific room and away from other people in your home. Use a separate bathroom, if available.
- If you need follow-up care, call your healthcare provider before going there. Call your healthcare provider and tell them that you have or may have the flu, COVID-19, or similar respiratory illness. Advise your healthcare provider that you were screened by a qualified medical professional and told at that time that you may remain at home. Your health care provider may arrange a follow-up visit with you in person or via telehealth. Alerting your health care provider in this way will help the healthcare provider's office take steps to keep 1 other people from getting infected or exposed.
- Wear a facemask, if you have one, when you are around other people (e.g., sharing a room or vehicle) or pets and before you enter a healthcare provider's office.
- Cover your coughs and sneezes with a tissue then throw the tissue in the trash.

- Clean your hands often. Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.
- Avoid sharing personal household items, such as dishes, drinking glasses, cups, eating utensils towels, or bedding with other people or pets. After using, wash them thoroughly.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.

Monitor your symptoms

If you are in any way worsening, please seek care by contacting your doctor, going to an urgent care center, or going to your nearest emergency department for further evaluation and treatment of your condition. This could include, but is not limited to:

- High or persistent fevers, vomiting, trouble breathing or shortness of breath, coughing up blood, severe headaches, neck pain/stiffness, or any new or worsening symptoms or concerns.
- If you unable to walk or you are experiencing shortness of breath that limits your ability to go by private car, please call 9-1-1. Before seeking care, call your healthcare provider, if possible, and tell them that you have a respiratory infection. Put on a facemask before you enter the facility. If you have a medical emergency and need to call 9-1-1, notify the operator that you have a respiratory infection and that a qualified medical professional has responded once to you regarding your symptoms. They advised to call back if my condition worsened. If possible, put on a facemask before any EMS arrives.

Discontinuing home isolation

If your doctor or local health department advises you to remain on home isolation precautions, please contact them for advice for when it is appropriate to discontinue this and resume normal daily activities.

If you have not been advised about home isolation precautions by your doctor or local health department, please stay home when you are sick and until there is no fever for a minimum of 24 hours without medicine like Tylenol, Motrin, or Advil.

watch wager

Operating Harness Racing at Cal Expo

August 28, 2021

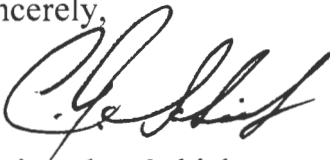
Scott Chaney
California Horse Racing Board
Executive Director
1010 Hurley Ave
Sacramento, CA 95815

Re: Adoption of CHRB inclement weather policy

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing hereby adopts the CHRB inclement weather policy as outlined on the CHRB website. Some references in the policy to Thoroughbred track care and grooming would not be applicable to our breed. But overall, we agree with the goals and intent of the policy.

Sincerely,



Christopher Schick
General Manager

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT ASSOCIATION

A. Name, mailing address, telephone, fax numbers, and the email address for associations contact person: Watch and Wager.com LLC, 700 Larkspur Landing Circle, Suite #199, Larkspur, CA, 94939 Ed Comins, ecomins@watchandwager.com 925-336-4499

B. Breed of horse: TB QH H

C. Racetrack name: California Exposition & State Fair (Cal Expo)

D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

License fee on deposit with Racing Board.

E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes No

If no, attach a surety bond in the amount of one hundred thousand dollars.

Bond renewal attached

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing pursuant to Business and Professions Code section 19464(b).

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: **October 27, 2021 through December 21, 2021**

B. Actual dates racing will be held: **November 19, 26, 28 December 3, 5, 10, 12, 17, 19**

C. Total number of days or nights of racing: **Nine (9). Calendar Attached**

D. Days or nights of the week races will be held:

Wed - Sun Tues - Sat other (specify): **Friday and Sunday**

CHRB CERTIFICATION

Application received: 7/23/21
Deposit received: Yes
Reviewed: RP

Hearing date: 9/15/21
Approved date:
License number:



CALEXPO Racing CALENDAR

**FALL
Season**

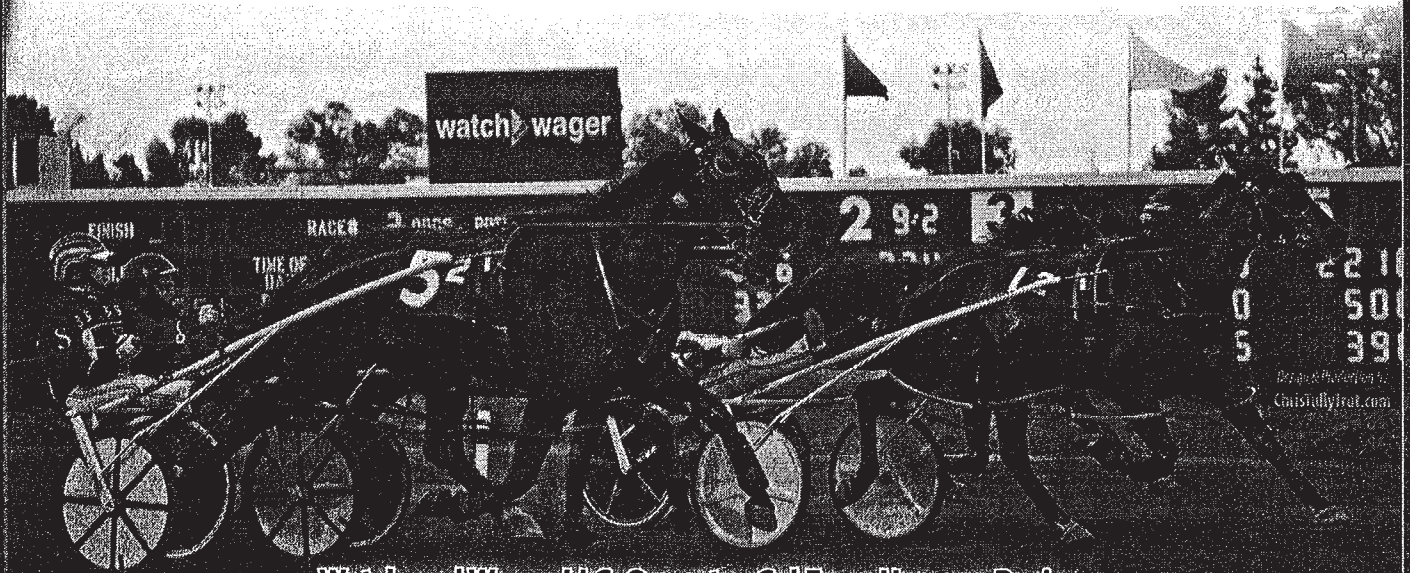
**November 19, 2021
through
December 19, 2021**

LIVE Harness Racing
Friday Post time 6:30 pm/pst
Sunday Post time 4:50 pm/pst



November 2021						
Sun	M	T	W	Th	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Sun	M	T	W	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



Watch and Wager LLC, Operator Cal Expo Harness Racing
25 Cadillac Drive Suite 201 Sacramento, CA 95825

Website: CALXHarness.com Email: info@goldenbearracing.com Phone: 916-800-1395

E. Number of days or nights of racing per week: **2 (Two)**

3. RACING PROGRAM

A. Total number of races: **126**

B. Number of races for each day or night: **Up to 14 (Fourteen) races nightly.**

C. Total number of stakes races: **7**

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses. **Attached**

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses. **Attached**

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes). **Added: The Bill Vallandingham Series \$15,000 Two Overnight Stakes went from \$7500 to \$10,000**

3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted. **None**

E. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used: Drivers and Trainers will use their own registered colors.

F. List all post times for the daily racing program: **6:30 Friday 4:50 Sunday Schedule attached.**

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

A. Association is a: Corporation (complete subsection C)

LLC (complete subsection D)

Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

- 1. Registered name of the corporation:
- 2. State where incorporated:

Watch and Wager LLC @ Cal Expo Harness Fall 2021 Overnight Stake Schedule

December 3 rd	Don Arnstine	\$10,000
December 5 th	Bill Vallandingham	\$15,000
December 10 th	Dave Goldschmidt	\$10,000
December 12 th	Joe Lighthill	\$10,000
December 17 th	Funicello/ Holt	\$10,000
December 17 th	Joe Alto	\$10,000
December 19 th	Alan Horowitz	\$20,000



**Watch and Wager LLC @
Cal Expo Harness Fall
2021 Overnight Stake
Schedule**

12/3/2021	Don Arnstine	\$10,000G
12/5//2021	Vallandingham	\$15,000G
12/10/2021	Goldschmid	\$10,000G
12/12/2021	Joe Lighthill	\$10,000G
12/17/2021	Funicello/Holt	\$10,000G
12/17/2021	Joe Alto	\$10,000G
12/19/2021	Horowitz	\$20,000G

**Watch and Wager LLC @
Cal Expo Harness Fall
2020 Overnight Stake
Schedule**

12/4/2020	Horowitz.	\$20,000G
12/5/2020	Bill Conlin.	\$7,000A
12/11/2020	Goldschmid	\$10,000G
12/12/2020	Joe Lighthill	\$10,000G
12/19/2020	Funicello/Holt	\$7,5000A
12/20/2020	Joe Alto	\$10,000G

**Watch and Wager LLC @
Cal Expo Harness Fall
2019 Overnight Stake
Schedule**

11/22/2019	Bill Conlin.	\$7,000A
11/23/2019	Funicello	\$7,000A
11/29/2019	Horowitz	\$20,000G
12/7/2019	Robert Staats	\$9,000A
12/13/2019.	Joe Lighthill	\$9,000A
12/15/2019	Robert Gordon	\$10,000A

watch wager

Cal Expo Harness Racing

2021 Fall Meeting

	Friday	Sunday
Race 1	6:30	4:50
Race 2	6:52	5:17
Race 3	7:14	5:44
Race 4	7:36	6:10
Race 5	7:58	6:38
Race 6	8:20	7:06
Race 7	8:42	7:34
Race 8	9:04	8:02
Race 9	9:26	8:30
Race 10	9:48	8:58
Race 11	10:10	9:20
Race 12	10:32	9:42
Race 13*	10:54	10:04
Race 14*	11:16	10:26

* If applicable

Note: Cal Expo will coordinate its post times with Los Alamitos and any other twilight or nighttime California thoroughbred signal.

3. Registry or file number for the corporation:
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: N/A
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes No
If yes, on what exchange and how the stock is listed:
8. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation: N/A
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
 - A. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.
If yes, answer questions 10-17. Yes No
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes No
If yes, on what exchange and how the stock is listed:
17. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation:

D. LLC

1. Registered name of the LLC: Watch and Wager.com LLC
2. State where articles of organization are filed: Nevada
3. Registry or file number for the LLC: C20120420-0901
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs and or foreign entities), titles, and the number of shares of the LLC held by each:
Ed Comins, President, and Managing Member
5. Are the shares listed for public trading? Yes No X
If yes, on what exchange and how the stock is listed:
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
European Wagering Services 100 % Shareholder
 - A. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes v No
7. Registered name of the LLC/Corporation: Watch and Wager.com Ltd.
8. State where articles of organization are filed: Isle of Man, United Kingdom
9. Registry or file number for the LLC: IOM Registration # 0984CC2
10. Attach a list of the names (true names) of all members (members may include individuals, corporations other LLCs and foreign entities), titles, and the number of shares of the LLC

held by each: D H N Eke, Executive Chairman, 0 Shares – Ed Comins, President, 0 Shares. Watch and Wager.com LTD is a wholly owned subsidiary of Webis Holdings PLC, a public company listed on AIM (London) United Kingdom.

11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed: London Stock Exchange

E. OTHER

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant including: **Current audited financials attached**
 - Statement of Financial Position: also referred to as a balance sheet. Statement should report on applicant's assets, liabilities, contingent liabilities and ownership equity as of the date of the prepared statement.
 - Statement of Comprehensive Income: also referred to as Profit and Loss ("P&L") Statement. Statement should include report on applicant's income, expenses, and profits.
 - Profit and Loss statement for prior two years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants' equity through the reporting period.
 - Statement of Cash Flows: to include a report of the applicant's cash flow activity, particularly its operating investing and financing activities during the reporting period.
 - Copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

***NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Ed Comins- President & Managing Member, Watchandwager.com LLC.

Watchandwager.com LLC has entered into a management operating agreement with Golden Bear Racing LLC.

Golden Bear Racing LLC is registered in state of California. There are two members of Golden Bear LLC, Benjamin Kenney and Christopher Schick. Golden Bear will operate on behalf of Watchandwager.com LLC the day-to-day operations of the proposed harness meeting. A copy of that management agreement is on file with the Board.

Christopher Schick
Benjamin Kenney

General Manager
Assistant General Manager

Kate Phariss	Director of Backstretch Operations
Glen Harris	Mutuel Manager
John Robert Williams	Track Superintendent
Gary Seibel	Announcer/ Simulcast Host
Martin Bridges	Program Director

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s). Christopher Schick and/or Benjamin Kenney, 25 Cadillac Drive #201, Sacramento, CA 95825. E-Mail: chris@goldenbearracing.com; ben@goldenbearracing.com

5. TAKE OUT PERCENTAGE

1. If this is a thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: _____%

- A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the thoroughbred association and the horsemen’s organization for the meeting of the thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

Year	Handle	Attendance
2020 (37 Days)	68,356.578	22,425 (Covid 19)
2019 (47) Days	56,193.545	119,117
2018 (47 Days)	52,681,876	121,562
2017 (54 Days)	58,411,829	142,945
2016 (54 Days)	57,780.966	144,224
2015 (57 Days)	61,174, 025	146,084

7. PURSE PROGRAM (Excluding supplements, nominations, sponsorships and starter fees.):

- A. Purse distribution: November 19, 2021 through December 19,2020 9 Racing Nights
 Prior meet comparison: November 21, 2020 through December 19, 2020 9 Racing Nights

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):

Current meet estimate: \$ 583,415

Prior meet actual: \$ 540,685

Average Daily Purse (7 E ÷ number of days):

Current meet estimate: \$ 64,823

Prior meet actual: \$ 60,076

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: \$ 340,996

Prior meet actual: \$ 251,980

Average Daily Purse (7 F ÷ number of days):

Current meet estimate: \$ 37,888

Prior meet actual: \$ 27,998

- G. Purse funds to be generated from interstate handle:

Current meet estimate: \$ 52,000

Prior meet actual: \$ 48,040

Average Daily Purse (7 G ÷ number of days):

Current meet estimate: \$ 5,778

Prior meet actual: \$ 5,338

- H. Bank and account number for the Paymaster of Purses' purse account: Union Bank... Account number is on file with the Board.

- I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:
Kevin Riley CPA, 3838 Watt Ave Suite E-500, Sacramento, Ca 95821 916 488 8360,
Kevin@rmb-cpa.com

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: 800
- B. Minimum number of stalls believed necessary for the meeting: 625
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site. N/A

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 1020
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall: N/A
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse: N/A

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites: Layne Schloeder DVM 916 206 7542
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. Tuesday through Saturday 7am to 11:30am

10. PARI-MUTUEL WAGERING PROGRAM

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; RCI #VE

Proposed Wagering Format

The following CHRB and ARCI wagering rules are requested.

Type	Rule Number
Exacta (1E)	1959
Daily Double (1DD)	1957
Trifecta (0.20 Tri)	1979
Superfecta (.10SF)	1979.1
Pick-3 (1 PK3)	1977
Pick-4 (0.20 PNP4)	1976.9
Pick-5 (0.20 PNP5)	1976.9
Pentafecta (.20 Super H5)	ARCI 004-105-X- Option 3
PN6 (0.20)	ARCI 004-105-G- Method 1

Race 1: 1E, 1DD, .20 Tri, .20 PNP5

Race 2: 1E, 0.20 Tri, .10 SF

Race 3: 1E, 0.20 Tri, .10 SF, 1P3

Race 4: 1E, 0.20 Tri, .20P6

Race 5: 1E, 0.20 Tri, .10SF

Race 6: 1E, 0.20 Tri, .20 PNP5

Race 7: 1E, 0.20 Tri, .10SF, 1 P3

Race 8: 1E, 0.20 Tri, .10SF

Race 9: 1E, 0.20 Tri, .10SF

Race 10: 1E, 0.20 Tri, .20 PNP4

Race 11: 1E, 0.20 Tri, .10 Super

Race 12: 1E, 0.20 Tri, .10 Super, 1P3

Race 13: 1E, 0.20 Tri, .10SF, 1DD

Race 14: 1E, 0.20 Tri, .20 Super H5

- **\$0.20 PNP4 on races 8 thru 11, reduced 16% takeout, 90% carryover if no correct tickets with four winners. 10% minor pool payout.**
- **\$0.20 PNP6 Races 4 through 9, ARCI 004-G- Method 1. 80% Payout plus carryover for 6 winners. 20% Minor payout.**
- **\$0.20 PNP5 Starting on race #1 and race #6. Reduced 16% takeout. No consolation. 100% carryover if no ticket correctly selects five winners. CHRB 1976.9**
- **\$0.20 Pentafecta selecting the first five finishers in the same race. 100% payout to all ticket selecting five winners. No consolation. 100% carryover if no winning ticket. ARCI-004-105-X- Option 3.**

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program, or that are not being carried forward from the previous year's pari-mutuel wagering program. **A second Pick-5 with a reduced 16% takeout has been added on races 6 through 10. The Pick-6 will go from a unique winning wager ticket to a regular Pick-6. Payouts will be 80/20%.**

- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **December 19th, 2021**
- D. List any options requested with regard to exotic wagering: We request to continue our promotional **16% takeout** on both our PN4 and PN5 wagers. These reduced takeout promotional rates have proven very popular.

Request for Friday \$30,000 Guaranteed Pick-4 Pool
 Request for Saturday \$40,000 Guaranteed Pick-4 Pool

Attached is a letter requesting the reduced takeout promotional wagers.

- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? 10 am Specify days and time for "early bird" wagering:
 All live race days.
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Amtote International...Statewide contract, Contract expires Sept 2022.
- G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKEOUT PERCENTAGE
 (Example) PNP5-14%

Race #1 WPS 17.43% E24.18% Pick-5 16% Tri 24.18% DD 24.18%
 Race #2 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #3 WPS 17.43 % E24.18% Tri 24.18% Pick6 24.18%
 Race #4 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
 Race #5 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #6 WPS 17.43% E 24.18% Tri 24.18 Pick-5 16.00%
 Race #7 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
 Race #8 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #9 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #10 WPS 17.43% E 24.18% Tri 24.18% P4 16.00 %
 Race #11 WPS 17.43% E 24.18% Tri 24.18% Super Hi 5 24.18%
 Race #12 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
 Race #13 WPS 17.43% E 24.18% Tri 24.18% Super 24.18% DD 24.18%
 Race #14 WPS 17.43% E 24.18% Tri 24.18 Super Hi Five 24.18%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting:
 TVG
 Watch and Wager.com
 Twin Spires
 NYRA Bets
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. Attached and on file.

Promotional Wager Takeout Reduction Request

Cal Expo 2021 Fall Meeting

Watch and Wager.com LLC, and the California Horseman's Association jointly request a reduction in takeout for three nightly wagers on the program. The wagers requested for reduction are for both \$0.20 Pick-5 wagers, and the \$0.20 Pick-4 wager. The normal takeout rate for those wagers would be 24.18%, we are requesting a reduced 16% takeout on the above nightly wagers.

Business and Professions code 19610.8 states that upon joint request of the association or fair accepting the wager, and the organization representing the horseman and horsewomen participating in the meeting of the association accepting the wager, the board may set the total percentage deducted from the pari-mutuel pool for any new wager introduced after Jan 1, 2004 in an amount of at least 10% but not more than 30% of the total amount handled in the pari-mutuel pool for the wager.

The California Harness Horseman's Association has approved this joint request of reduction of takeout on the above stated wagers.

For the past eight years the requested promotional wagers at 16% have proved very popular. We ask the board to approve the continuation of reduced takeout for the above nightly promotional wagers.

California Harness Horsemen's Association
P.O. Box 254767
Sacramento, CA 95865
(916) 263-7888; fax (916) 263-7887

July 17, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

The California Harness Horsemen's Association consent is herein given for the various wagering formats, including the use of wagers with reduced take-outs that are presented in the license applications that has been submitted to the California Horse Racing Board by Watch & Wager, LLC in order to conduct harness racing at Cal Expo beginning November 19, 2021 and concluding in May of 2022.

Sincerely,
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

A handwritten signature in blue ink, appearing to read "Jimmy Perez", with a long horizontal flourish extending to the right.

Jimmy Perez,
Executive Director

C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval. Attached
If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen’s organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen’s organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering:
Southern California Off Track Wagering Inc (SCOTWINC).
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
Watch and Wager is a member in good standing with SCOTWINC
- C. California simulcast facilities the association proposes to offer its live audiovisual signal: All CHRB licensed California simulcast wagering facilities, card rooms, Indian gaming centers, mini satellites, and racetracks. **All California Simulcast and Mini Satellite Locations**
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
See Attached
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See Attached
- F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:
All licensed California mini-satellite sites.
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------	------------	---

H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse races. Include the dates imported races will

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

July 17, 2021

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge our support for and approval of the out-of-state simulcasting of the nightly California harness races from Watch & Wager at Cal Expo in Sacramento, CA to Board approved in-state and out-of-state simulcast venues during the period of time that Watch & Wager is conducting its harness race meet at Cal Expo. This also approves the use of live harness racing for wagering by ADW providers that have been approved by the Board and have an agreement with Watch & Wager as required by California B&P Code, Section 19604.

These approvals shall commence with the scheduled harness meet on November 19, 2021 and extend through the final day of racing in May of 2022. It should be noted that the CHHA does reserve the right to withdraw its approval upon notification to the Board by a 15 day written notice.

We are please to work with Watch & Wager to send the audio and visual signals of our nightly live races to satellite wagering venues and ADW providers that are licensed by the California Horse Racing board.

Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION



Jimmy Perez

Executive Director

Watch & Wager LLC @ Cal Expo Harness

OUT OF STATE SIMULCAST WAGERING LOCATIONS

2021 Fall Meeting

American Tab, Oregon	Penn National Gaming, Pennsylvania
Capitol District OTB, New York	Philadelphia Park, Pennsylvania
Catskill Region OTB, New York	Plainridge Racecourse, Massachusetts
Connecticut OTB, Connecticut	Pompano Park, Florida
Downs at Albuquerque, New Mexico	Premiere Gateway
Elite Turf Club,	Racing Channel, Oregon
Fire Lake Casino, Oklahoma	Racing & Gaming Services, St. Kitts
Foxwoods Casino, Connecticut	Rosecroft Raceway, Maryland
Fraser Downs, BC, CAN	Sam Houston Park, Texas
Freehold Raceway, New Jersey	Saratoga Harness, New York
Game Play Network	Scioto Downs, Ohio
Harrah's Philly, PA	Southland Greyhound, Arkansas
Harrington Raceway, Delaware	Sports Creek Raceway, Michigan
Hastings Park, BC, CAN	Suffolk Downs, MA
Hawthorne Racecourse, Illinois	Suffolk Regional OTB, New York
Hippodrome de Montreal, QUE, CAN	Sunland Park, New Mexico
Hoosier Park, Indiana	TAB Australia
Illinois OTB, Illinois	TAB New Zealand
Indianapolis Downs, Indiana	Television Games Network (TVG)
Las Vegas Dissemination, Nevada	Thistledown, Ohio
Les Bois Park, Idaho	The Downs at Albuquerque, New Mexico
Lien Games LLC	The Meadows, PA
Lone Star Park, Texas	The Red Mile, Kentucky
Meadowlands Race Track, New Jersey	Tri-State Greyhound, WV
Mesquaki Casino, Iowa	TwinSpires.com
Mohawk Racetrack, ONT, CAN	Watch and Wager.com LLC, ND
Nassau Region OTB, New York	Western Fair, ONT, CAN
Nevada Pari-mutuel Association, Nevada	Western Region OTB, New York
Northfield Park, Ohi	Windsor Raceway, ONT, CAN
Northlands Park, BC, CAN	Woodbine Entertainment. Group, ONT, CAN
Northville Downs, Michigan	Yonkers Raceway, New York
Ocean Downs, Maryland	XpressBet.com

Watch and Wager LLC @ Cal Expo 2021 Fall Meeting

**OUT OF STATE SIMULCAST WAGERING LOCATIONS THAT WILL COMBINE THEIR
POOLS WITH CAL EXPO.**

American Tab, Oregon
Atlantic City Race Course, New Jersey
Atlantis Paradise Island Casino, Fla
Batavia Downs, New York
Borgata Casino, Atlantic City, NJ
Buffalo Thunder Resort, New Mexico
Capitol District OTB, New York
Catskill Region OTB, New York
Connecticut OTB, Conn.
Downs at Albuquerque, New Mexico
Elite Turf Club
Empire City Bets, New York
Fire Lake Casino, Oklahoma
Foxwoods Casino, Connecticut
Fraser Downs, BC, CAN
Freehold Raceway, New Jersey
Game Play Network, Ca
Global Wagering Inc, ND
Harrington Raceway, Delaware
Harrah's Philly, Pa
Hastings Park, BC, CAN
Hawthorne Racecourse, Illinois
Hippodrome de Montreal, QUE, CAN
Hoosier Park, Indiana
Illinois OTB, Illinois
Indianapolis Downs, Indiana
Las Vegas Dissemination, Nevada
Les Bois Park, Idaho
Lien Games, North Dakota
Lone Star Park, Texas
Maywood Park, Illinois
Maryland Jockey Club, Maryland
Meadowlands Race Track, New Jersey
Megatote LLC, WI
Mesquaki Casino, Iowa
Mohawk Racetrack, ONT, CAN
Nassau Region OTB, New York
Nevada Pari Mutuel Association

Newco Ventures... NYRA bets.com
Northfield Park, Ohio
Northlands Park, BC, CAN
Northville Downs, Michigan
Ocean Downs, Maryland
Penn National Gaming, Pennsylvania
Philadelphia Park, Pennsylvania
Plainridge Racecourse, Massachusetts
Pompano Park, Florida
Potawatomi Bingo Casino, Wisconsin
Premiere Gateway
Premier Turf Club, Florida
Racing Channel, Oregon
Racing & Gaming Services, St. Kitts
Running Aces, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scioto Downs, Ohio
Southland Greyhound, Arkansas
Sports Creek Raceway, Michigan
Suffolk Downs, MA
Suffolk Regional OTB, New York
Sunland Park, New Mexico
Television Games Network (TVG)
The Meadows, Pa
Thistledown, Ohio
The Downs at Albuquerque, New Mexico
The Red Mile, Kentucky
Tri-State Greyhound, WV
TwinSpires.com
Watch and Wager.com LLC
Western Fair, ONT, CAN
Western Region OTB, New York
Windsor Raceway, ONT, CAN
Woodbine Entertainment. Group, ONT, CAN
XpressBet Com
Yonkers Raceway, New York

be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and Stakes Races
Hawthorne	TBD	Selected Feature
Northfield Park	TBD	Selected Feature
Yonkers Raceway	TBD	Selected Feature
Woodbine Harness	TBD	Selected Feature
Pompano Park	TBD	Selected Feature
Meadowlands	TBD	Selected Feature
Mohawk	TBD	Selected Feature
Hoosier	TBD	Selected Feature

Under current statute, the association proposes to import 10 (ten) domestic out of state races nightly. During live racing nights overlapped with Los Alamitos. We also plan to import under statute one full international card of Harness racing per live race night. We generally expect those races to be from Woodbine Mohawk Park.

On any live racing night when not overlapped with Los Alamitos, consistent with the statute, association will import 20 harness or quarter horse out of state races.

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track Breed of Horse Race Dates Number of Races to be Imported

- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provision of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within 3 calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering, and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

July 17, 2021

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge the approval of the California Harness Horsemen's Association for the simulcast of the nightly harness and quarter horse races from out-of-state or out-of-country racing venues to the Watch & Wager meet conducted at Cal Expo in Sacramento.

This approval begins with the scheduled harness meet on November 19, 2021 and extends through the final night of racing in May of 2022. It should be noted that CHHA does reserve the right to withdraw its approval upon notification to the board by a 15 day written notice.

We are please to participate in Watch & Wager's simulcasting program. Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

A handwritten signature in blue ink, appearing to read "Jimmy Perez", with a long horizontal flourish extending to the right.

Jimmy Perez

Executive Director

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Sacramento Horseman's Association 3200 Longview Dr. Sacramento, CA. 95821
- B. Names and addresses of the trustees or directors of the distributing agent: Paris Frazier, 3200 Longview Dr. Sacramento, CA 95821 501 C4 – 68-0031464
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 19550(b)? Yes

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
- | | |
|------------------------------|-------------------------|
| Association Veterinarian(s): | Tom Bergstrom DVM |
| | Kathy Jones DVM |
| Clerk of Scales | NA |
| Clerk of the Course | Patricia Petersen |
| Film Specialist | Plusmic Inc. |
| Horse Identifier | Carl Sobey/ Sandra Rios |
| Horseshoe Inspector | Larry Goshman |
| Paddock Judge | Walter Petersen |
| Patrol Judges | Kenneth Fowler |
| Placing Judges | Tina Waters |
| Starter | Kenneth Fowler |
| Timer | Tina Waters |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|---------------|
| Director of Racing | Robin Schadt |
| Racing Secretary | Robin Schadt |
| Assistant Racing Secretary | Brent Bridges |
| Paymaster of Purses | Glen Harris |
| Others (identify by name and title) | |
- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Wendy Frazier Reporting, 13136 Ivey Rd., Herald, CA, 95638 916-956-3914 breezecs@att.net
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp USA, CDV -210 System- Bill O'Brien. Contact expires May 10, 2022.

- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications: Jim Porep, President. Contract expires May 8, 2022.
Total of 6 cameras, Upper Pan, Lower Pan, 1/8 Pole Tower Head On, 5/8 Pole Tower Head On. Paddock, Finish Line Ground Level.
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Automatic electronic timer maintained and owned by Pegasus Communications. Contract Expires May 4, 2022.

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Chief Robert Craft, 916-263- 3000/3120. See attached 2019 security organizational chart.
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: 8
1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

Harness has no graded stake races or races for \$100,000 or more.

2. Detention Stalls:
- A. Attach a plan for use of graded stakes or overnight races. Detention barn plan attached.
- B. Number of security guards in the detention stall area during a 24-hour period. Three (3)
- C. Describe number and location of surveillance cameras in detention stall area. The detention barn is monitored by one surveillance camera. The recording location is the main backstretch entrance Gate 12.

Cal Expo Detention Barn Information: The Cal Expo Detention Barn is a standalone fully secure 20-stall barn at the south end of the Cal Expo barn area. All California Sire Stake races along with designated overnight stakes will be detention barn races. All detention barn horses must be checked in with the security guard by 12 noon. A detailed log of all people entering the detention barn is always on file. Veterinarians are allowed for Salix administration or emergencies only. All ingress or egress is documented in the log book.

3. TCO2 Testing:
- A. Number of races to be tested, and number of horses entered in each race to be tested. Currently seven races nightly, two horses per race, randomly drawn by the stewards. Association will evaluate for potential increase.

2021



California Exposition & State Fair Police Department

General Manager
Rick K. Pickering

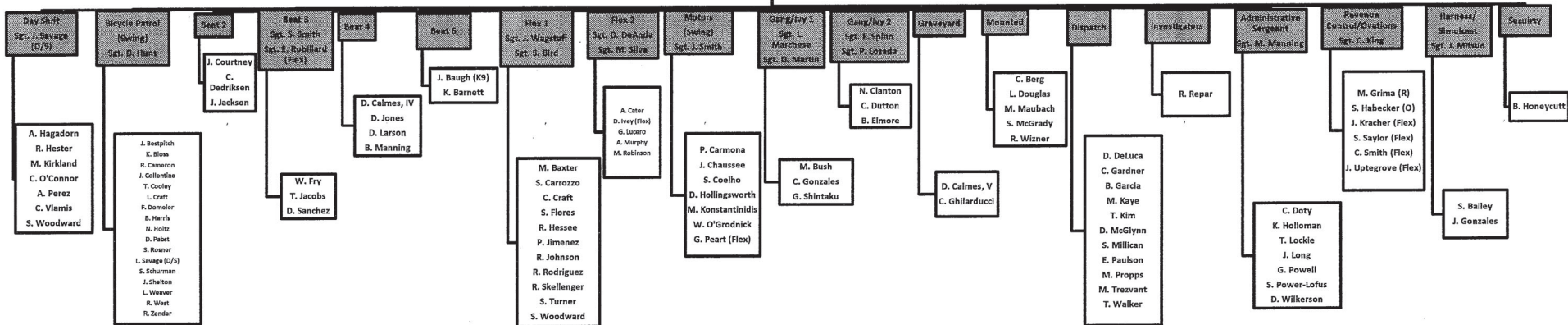
Chief Financial Officer
Samantha Brown

Deputy General Manager
Tom Martinez

Robert L. Craft
Chief of Police

L. Henke
Staff Services Analyst

Craig Walton
Lieutenant



Watch and Wager Detention Barn Procedures

2021 Fall Meeting

The Cal Expo Detention Barn is a stand-alone fully secure 20 stall barn located at the south end of the Cal Expo barn area.

There is a guard on duty out front of the detention barn. All personnel entering are required to be sign in the log book. Veterinarians are allowed in for Salix administration only.

All California Sire Stake races, along with designated overnight stakes are required for detention.

Detention barn horses are required to report by 12 noon to the detention barn.

- B. Plan for enhanced surveillance for trainers with high-test results. TCO2 levels exceeding 37 millamoles are considered positive tests. We will require detention of a high testing horse for a minimum of four starts.
 - C. Plan for detention stalls for repeat offenders. Repeat offenders will have their entire barn in detention for a period of no less than 30 days. Repeat offender will bear the cost of such detention. Any violation thereafter, offending trainer will be considered for exclusion.
 - D. Number of security personnel assigned to the TCO2 program. A pool total of 10, with no more than 2 at any given time.
- C. Describe the electronic security system:
- 1. Location and number of video surveillance cameras for the detention stall and stable gate. One surveillance camera and monitor will be located at both the detention barn and Gate 12 main gate.
- D. For night racing associations. Describe emergency lighting system: Generator lights are placed in strategic locations around the racetrack. In addition the starting gate lights will be used for safe exit of racing participants in the event of power loss.

16. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1779 Tribute Rd, Sacramento, CA, 95815 916-563-0600
 - 1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
Certificate Attached
- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A
 - 1. Attach a certification from the ambulance service (s) listed in 16.B., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
N/A
- C. Describe the on-track first aid facility, including equipment and medical staffing: The Cal Expo first aid station is located just past the main entrance. The facility is staffed by the Cal Expo police staff. A minimum of two Cal Expo police officers are on duty during the live racing program. Basic first aid supplies include antibiotic ointment, cotton balls/swabs, gauze pads/roller, sterile eyewash, thermometer, turkey baster for cuts. All Cal Expo police officers are CPR trained, they are also trained for Defibrillator (on site) use. Basic first aid services are offered at the station. In addition the on duty ambulance staff provides basic first aid services. The ambulance service is staffed by one EMT, and one Paramedic. The ambulance staff also has a wide range of basic and advanced life support equipment on hand.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If quarter horse racing association sees D.1 N/A



July 14th, 2021

To Whom It May Concern;

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. I certify that all of our Emergency Medical Technicians (EMT's) and Paramedics are licensed by the California State Emergency Medical Services Authority (EMSA). The Paramedics are additionally accredited by Sacramento County Emergency Medical Services (SCEMS). Upon request, personnel names and certification numbers can be provided for verification. EMSA has a website where Paramedic and EMT's licenses can be reviewed and verified as active and in good standing:

<http://www.centralregistry.ca.gov/Search.aspx>.

Our ambulances are inspected annually by the California Highway Patrol and local EMS agency (Sacramento County EMS) and are stocked with equipment, medication and supplies as required by these agencies, to include all of the optional scope of practice items.

Please feel free to contact me if you have questions or require further information.

Sincerely,

Daniel Iniguez
(916) 563-0835
Operations Manager AMR Sacramento County

- 1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)

- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Sutter Memorial Hospital, 5151 F Street, Sacramento Sutter Memorial Hospital, 5151 F Street, Sacramento 916-454-3333 (1.5 miles)

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey’s room to be used in the event of an on-track injury to a jockey: See Attached

- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Ben Kenney, Safety Manager, Kate Pharris, Asst Safety Manager.

- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

- I. Name of the workers’ compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Oak River (Berkshire Hathaway) **Berkshire Hathaway Policy #34630**

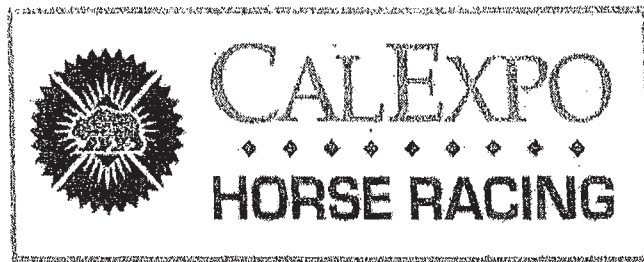
- J. Attach a Certificate of Insurance for workers’ compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days’ notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers’ compensation. **Certificate Attached**

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each: Spector Corp under Master Contract with Cal Expo

Does the association provide its own concessions? Yes No



Watch & Wager,com LLC @ Cal Expo

FOR ON TRACK INJURY TO DRIVERS

"FIRST RESPONSE"

- In the event of an accident, the Starter; Outrider, and/or Ambulance shall respond immediately
- The American Medical Response Ambulance will stop on the track and assess the driver's(s) need.
- The attending medical professionals shall be equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment and supplies.
- An "on site evaluation" of injuries to the driver(s) shall be made.

"ON SITE EVALUATION"

- Based on the Emergency Medical Response, the Paramedic and EMT team on the American Medical Response Ambulance, will provide on site evaluation of injuries and make decision to either treat the injured driver(s) on site or to request emergency medical transport for off site treatment at a hospital trauma center.
- If on site treatment is deemed sufficient, the American Medical Response shall treat the injured drivers(s); or,
- If off site treatment is deemed necessary, a back up ambulance from American Medical Response will be summoned to either take over the duties at the track or transport the injured party to the appropriate medical center.

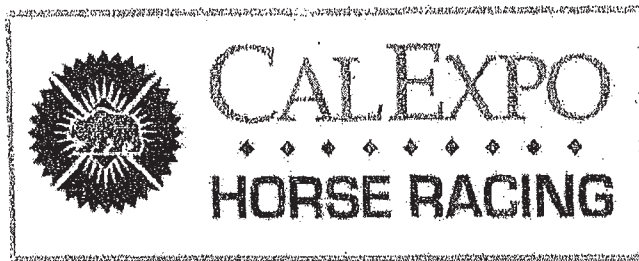
"INJURY TREATMENT"

- If the injured driver(s) is treated by the Paramedic on the American Medical Response Ambulance, they will be the primary care provider.
- If a back up ambulance is requested, the injured driver(s) shall be transported to the local appropriate medical facility.

This notice shall be posted in a conspicuous and highly visible location in the driver's room

CALIFORNIA EXPOSITION & STATE FAIR

D. O. Box 15540 * Sacramento, CA 95842-1540 State of California * Jerry Brown, Governor



Watch & Wager.com LLC @ Cal Expo

"PRIMERA RESPUESTA"

- En caso de un accidente, respondera la ambulancia, el ponjador, o, el carrode comensar.
- La ambulancia respondera par aver lo necesario.
- La ambulancia tiene el equipo necesario para accidentes.
- Se hara una evaluacion de acuerdo al accidente.

"EVALUACIO AL INSTANTE"

- Basandose al (EMT) Emergencia Medica Responsable. Que es la ambulancia. Ellos Aran Una evaluacion al instante. Para ver si se puede tartar al momento o ser transportado, al hospital.

"ATENCION AL ACSIDENTADO"

- El acidentado sera tratado de inmediato por (EMT).
Sies demaciado grabe el accidente sera transportado por ambulancia

watch wager

Operating Harness Racing at Cal Expo

Scott Chaney
California Horse Racing Board
Executive Director
1010 Hurley Ave
Sacramento, CA 95815

August 28,2021

Re: Update on Cal Expo Fire Clearance

Dear Scott,

Cal Expo has a valid fire clearance through October 7, 2021. Watch and Wager through Cal Expo has reached to Cal Fire to schedule an inspection beginning in mid-August. Due to the ongoing emergency situation in California, we have yet to be given an inspection date. We hope to have updated information to provide the Board at the September meeting.

Sincerely,



Christopher Schick



WATCLLC-02

PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Sara Przemielewski	
	PHONE (A/C, No, Ext): (925) 660-3531	FAX (A/C, No):
E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Oak River Insurance Company		34630
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

WatchandWager.com, LLC
25 Cadillac Drive, Suite 201
Sacramento, CA 95825

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WAWC216152	8/3/2021	8/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting: See Attached
- B. Promotional/ Marketing budget for this race meeting: \$ \$ 32,000
 Promotional/Marketing budget for prior race meeting: \$ 26,000
- C. Number of hosts and hostesses employed for meeting: 2
- D. Describe facilities set aside for new fans: none
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Establishment of back paddock area.
 2. Fans Our broadcast signal is now in High Definition effective 12/20
 3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

- A. Proposed charges, note any changes from the previous year:
- | | |
|------------------------------|------|
| Admission (general) | Free |
| Admission (clubhouse) | Free |
| Reserved seating (general) | NA |
| Reserved seating (clubhouse) | NA |
| Parking (general) | Free |
| Parking (preferred) | NA |
| Parking (valet) | NA |
| Programs (on-track) | 4.25 |
| (off-track) | 4.75 |
- Program is a joint Los Alamitos/ Cal Expo night program.
- B. Describe any "Season Boxes" and "Turf Club Membership" fees: N/A
- C. Describe any "package" plans such as combined parking, admission and program: N/A

20. JOCKEYS/DRIVERS' QUARTERS

- A. Check the applicable amenities available in the jockeys/drivers' quarters:
- | | | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | Corners (lockers and cubicles) | How many | <input type="text" value="46"/> | | |
| <input checked="" type="checkbox"/> | Showers | <input checked="" type="checkbox"/> | Steam room, sauna or steam cabinets | <input checked="" type="checkbox"/> | Lounge area |
| <input type="checkbox"/> | Masseur | <input checked="" type="checkbox"/> | Food/beverage service | <input type="checkbox"/> | Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers: Female drivers had a separate room for changing, along with a separate rest room and showering facilities.

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was requested and will be completed prior to the start of the race meet.

- B. Number of rooms used for housing on the backstretch of the racetrack: 44
- C. Number of restrooms available on the backstretch of the racetrack: 8
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1/40

22. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line:

5280

 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition: The Cal Expo track surface is made up of various types of sand, very coarse, coarse, medium to fine. Silt and clay are also components. Medium to very fine sand makeup 75.4% of the sand. #2 screened fill sand added throughout the season to maintain surface consistency.
- C. The percent of cross slope in the straight-aways is: 2%
The percent of cross slope in the center of the turns is: 5-6%
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. No Rail on Inside- Pylon System. Outer Rail Aluminum.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: J.R. Williams Track Superintendent
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **Attached**
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing. N/A

23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state): No Exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044. See Attached
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.). **Agreement Attached**
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a

AGREEMENT BETWEEN
WATCH AND WAGER.COM LLC

And
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

THIS AGREEMENT is entered into between Watch and Wager.com LLC ("WAW"); and California Harness Horsemen's Association, a California corporation ("CHHA"). For convenience herein, WAW and CHHA may be referred to as the "Parties."

Recitals

- A. Whereas, WAW desires to operate harness racing meets at the Cal Expo Race Track facility in Sacramento, California.
- B. Whereas, CHHA is comprised of a majority of owners, trainers, drivers, and breeders of harness/Standardbred race horses which will participate in all harness racing meets conducted at Cal Expo and has been acknowledged by the California Horse Racing Board (CHRB) to be the organization to represent horsemen at California harness racing meetings.
- C. Whereas, the CHRB allocates harness racing dates for specific periods during the calendar year.

Now, therefore, the parties agree as follows:

I. HARNESS RACING DATES:

- a) The CHRB has allocated harness racing dates to Cal Expo for the period November 19, 2021 through May 1st, 2022 (proposed racing calendar attached) for a harness racing meet to be conducted at the Cal Expo racetrack in Sacramento, California. It is acknowledged and understood by both parties that harness racing dates are allocated by the CHRB and harness racing dates for the above allocation as well as any allocation for calendar year 2021/2022 will be requested by WAW.
- b) WAW and CHHA mutually agree to make every attempt to request the allocation of and operate a minimum of 47 racing days each calendar year at the Cal Expo facility, with racing weeks consisting of one (1) or two (2) racing days each week. Changes in racing dates can be made with the consent of both parties and neither party will unreasonably withhold this approval.
- c) "Race meet" or "racing meet" is defined as the entire period under the conduct of an association within the enclosure of the designated grounds for which the CHRB has granted a license.

2. TERM OF AGREEMENT

- a) The term of this Agreement is August 1, 2021 through July 31, 2022. This Agreement may be extended for two additional one-year terms, exercised independently, provided that the Parties reach a mutually acceptable agreement.
- b) This agreement shall be considered null and void prior to the expiration date listed above if another operator, other than WAW, is operating the race meet; or if another organization, other than CHHA, is representing the owners, trainers, drivers, and breeders, pursuant to CHRB approval.

3. HORSEMEN'S PURSE POOL:

- a) The amount to be paid by WAW to horsemen participating in the race meet as purses shall be determined and computed in accordance with the California Business & Professions Code regulations. Said amounts are derived from wagering handle on all live harness races emanating from Cal Expo and all imported out-of-state races that are Hosted by WAW from On-Track Handle, California off-Track Handle, Out-of-State Handle on WAW live races, Advance Deposit Wagering handle in California on WAW live and WAW hosted events, and Exported Advance Deposit Wagering (ADW) handle on WAW live handle through out-of-state ADW providers, from purse monies generated pursuant to B. & P. Code Section 19596.1 (a) (4) and from any other wagering sources that are approved by the California State Legislature as part of the Business & Professions Code and/or by Rules and Regulations that are promulgated by the CHRB.
- b) The parties agree that purses in the Opening Purse Schedule shall be based on a payout of approximately Forty Two-Thousand Dollars (\$42,000.00) per racing day for the Forty seven (47) racing days included in this race meet.
- c) The parties agree that this Agreement shall constitute the written agreement contemplated in Business & Professions Code section 19605.7(c) and that fifty percent (50%) of the one-half of one percent (0.5%) of unused funds identified in said section 19605.7(c), commonly referred to as a "promotion fund," shall be deposited into the horsemen's purse pool account at the conclusion of the race meet.
- d) Nothing in this Agreement is intended to alter the requirement of the law {Bus. & Prof. Code § 19619) with regard to the funding of the California Standardbred Sires Stakes Program.
- e) WAW and CHHA mutually agree that any subsidy of California Sires Stakes Program races shall come from the horsemen's purse pool. All Sires Stakes supplemental purse monies shall be paid by WAW directly to the California Standardbred Sires Stakes Committee (CSSSC) administrator. The parties hereby acknowledge that while in previous Agreements the purse pool funded the Sires

Stakes races on a supplemental basis at a \$3,000 per event, such funding will be suspended for the 2018 2019 meet and such monies will be noted due and owing from the horsemen's purse pool to the CSSSC for use in Sires Stakes races beginning in 2021.

- f) The parties will endeavor to estimate the amount of purses to be paid at the race meet, separately and singularly so as to avoid the overpayment or underpayment of purses to the horsemen by Cal Expo. WAW and CHHA shall provide to each other, an estimate of the purse pool generated during the period covered in this agreement.

Any underpayments or overpayments of purses shall be carried over to subsequent meets that are operated by O/AW.

In the event an overpayment exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then CHHA shall make every effort to include, in their agreement with the new operator, to have purse funds directed and paid to WAW in the exact amount of the purse overpayment no later than six (6) months after the last scheduled racing day of a race meet operated by WAW. If an underpayment of purses exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then the two parties shall meet and mutually agree to a method to distribute any underpayments in a manner that will benefit the harness horsemen who had participated in the race meet.

- g) Representatives of each party shall meet either party requests to discuss any issues related to the purse pool or any other matter. The parties agree that they will meet on a regular basis to determine if the purse levels are being met by the handle and to determine if a purse increase or decrease is necessary to be placed in effect for the current meet or subsequent meets.
- h) Southern California Off Track Wagering, Inc. (SCOTWINC) receives payments from harness operators for expenses related to the harness race meet and thereafter refunds excess amounts collected by SCOTWINC from the operator. In estimating the amount of money available for the payment of purses WAW shall also estimate that the purse pool shall receive, on a retroactive basis, one-half of all of the SCOTWINC refunds paid as a result of the race meet. In the event of a SCOTWINC shortfall, Both parties agree to equally share any liability.
- i) Pursuant to Business & Professions Code section 19601(1), when WAW is required to pay to Los Alamitos an impact fee, fifty percent (50%) of the impact fee paid to Los Alamitos shall be paid from commissions and fifty percent (50%) shall be paid from the purse pool.
- j) Pursuant to Business & Professions Code section 19605.77.(a), by signing this Agreement, CHHA approves the deduction of an additional one percent (1%) of the

total amount handled in conventional pari-mutuel pools of the WAW harness meet and hosted even for the defraying of workers' compensation costs for the trainers that are represented by CHHA.

- k) CHHA shall provide to WAW a listing of all current committees and subcommittees of the CHHA.
- i) When the race office combines conditions listed on the condition sheet, the purse of the resulting race shall be no less than the highest purse associated with the horse(s) that said horses originally entered for (so long as they were eligible for that race). For example, assume a NW\$1500L5 race is written with a purse of \$2900 and 6 enter and a NW\$2500L5 race is written with a purse of \$3400 and 2 enter. If these races are combined such that the new race is written NW\$1500L5 AE NW\$2500L5 to draw outside, then the resulting purse would be split between the lower and higher class.

4. PURSE SCHEDULE:

- a) Distribution of purse money to the various classes of horses competing at WAW's race meets will be in accordance with the provisions set forth herein.
- b) Purses shall not be increased during any meet except by written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. All purse increases shall apply only to overnight races and maybe distributed proportionately among all classes or races in accordance with the initial purse structure of any meet. Purses shall not be decreased without the written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. WAW must state facts upon which the decrease is warranted. CHHA shall not unreasonably withhold consent of a purse decrease.
- c) After each racing week during the race meet, WAW shall make every effort to provide to CHHA, by facsimile, email, hard copy, a report indicating the weekly total amount of monies wagered (total handle), when available; estimated commissions (WAW's share); estimated purses generated (horsemen's share); estimated purses paid; breeders and owners awards; the balance of the horsemen's purse account; and whether the horsemen are overpaid or underpaid. Within thirty (30) Days of the conclusion of any meet, WAW shall furnish to CHHA the final Statement containing all of the above information for the entire meet. CHHA acknowledges that some reports are not directly provided in a timely manner to WAW; however, WAW shall make every effort to keep CHHA apprised of all handle related data on a weekly basis.
- d) No purse pool money shall be used for match races, exhibition races, or special racing events unless the terms, conditions, and purses are expressly agreed upon in writing by the CHHA Purse Committee and/or the CHHA Executive Director.

Executed by the CHHA Executive Director or President and WAW prior to the scheduling or announcement of such races. The parties acknowledge that a Schedule of Late Closing events may be agreed upon, the Terms, Conditions & Funding of which shall be designated in writing and become part of this Agreement.

- e) No race shall be placed on the condition sheet or carded for horses with a claiming price of less than Three Thousand Dollars (\$3,000). Claiming prices may only be reduced below this level if agreed to in writing by WAW and the CHHA Executive Director or President. Bottom level claiming races will be drawn from least money earned last five starts to the highest. Eight starters is the desired but not required goal. Bottom level claimers will be split by sex when possible. Any horse dropping from a condition race or higher claimer to the bottom claiming level will be seeded at the top level for its first start in that class, unless it has raced at the bottom claiming level at least once in its last three starts.

- f) W&W will make every reasonable effort to write claiming or claiming handicap races between \$4000 and \$10,000. However, if such races do not fill, the NW\$15 races will be attempted to be written with Also Eligible conditions as follows:

NWLast5 Money	AE Base Claiming Price
Open II	AE: \$15,000 Claimer
Open III	AE: \$12,000 Claimer
>=\$3500	AE: \$10,000 Claimer
>=\$3000 and <\$3499	AE: \$8000 Claimer
>=\$2500 and <\$2999	AE: \$7000 Claimer
>=\$2000 and <\$2499	AE: \$6000 Claimer
>=\$1500 and <\$2000	AE: \$5000 Claimer
>=\$1000 and <\$1499	AE: \$4000 Claimer
<=\$500 and <\$999	AE: \$3000 Claimer

In order to maintain uniformity between NW horses and AE claimers, if the race office saw fit to write, for example, a NW\$1000 race and a NW\$2000 race, the NW\$2000 race would be constructed in a way such that the NW\$1500 AE \$5000 Claimers would draw inside to the NW\$2000 AE \$6000 Claimers, or would simply write NW\$2000 AE \$6000 Claimers and no horses could enter for a \$5000 base claiming price.

- h) Purse distribution shall be as follows, 49% winner, 24% second, 11% third, 8% fourth, 5% fifth and 3% for sixth. All starters finishing worse than 6th, will receive a \$40 starter fee. Starter's fees will not count as lifetime earning to the horse. If, due to an accident or other circumstance approved by the CHRB Stewards, fewer than five (6) horses finish in an overnight race, United States Trotting Association (USTA) Rule 19 shall apply. If fewer than five (6) horses earn money in an overnight race any unpaid monies will remain in the purse account.
- i) The Paymaster of Purses shall: (1) pay driver's fees in accordance with CHRB Rules; (2) pay programmed trainers' five percent (5%) of the purses earned by horses under their care; and (3) pay out Cal-bred Breeder Awards and Cal-bred Owner's Bonuses within fourteen (14) calendar days of each race. Breeders without an owner's account shall be paid no later than the last day of each calendar month.
- j) WAW and CHHA may agree to be joint participants in a Horse Incentive Program, the terms, conditions and funding for such a program shall be set forth in writing and become part of this Agreement.
- k) The parties acknowledge the adoption of the Diamond Horse Alliance (DHA) to include horses sired from the following harness racing jurisdictions: Alberta, CAN, Manitoba, CAN, Iowa, Wisconsin, Minnesota, Maine and Michigan. The parties agree to work together and cooperate in implementing and undertaking the DHA program and to take no action which is inconsistent with that program. WAW and CHHA may agree, in writing, to discontinue the DHA program but agree that horses that have participated in this program will not be negatively affected by such cancellation.
- l) The parties acknowledge the adoption of a "Standardbred Horse Retirement Fund" to assist in the care and placement of Standardbred race horses after they are retired from

Racing. The parties agree to each contribute Five-Thousand Dollars (\$5,000) to fund this program. A Committee shall be formed consisting of four (4) members from CHHA and one (1) member from WAW to serve as the "steering committee" for this program.

5. CHHA ADMINISTRATIVE FUNDING:

- a) The amount to be paid from the purse pool to CHHA for the purpose of defraying the cost of administration and services by CHHA for the benefit of horsemen shall be six percent (6%) of any and all purse monies generated from sources as defined in paragraph 3(a) of this Agreement.
- b) All accrued and unpaid amounts required to be paid to CHHA pursuant to this paragraph shall be paid to CHHA no later than the fifteenth (15th) day of each month for purse moneys generated the prior month. For example, if \$500,000 was generated to the purse pool as defined in paragraph 3(a) of this Agreement in October 2016, six percent (6%) of that amount shall be paid to CHHA on or before November 15, 2016.
- c) WAW receives funds from the pari-mutuel handle from various sources for commissions and purses. WAW may choose to provide to CHHA their administrative fees by the fifteenth (15th) day of each month based on funds that WAW has received. For example, if the ADW providers do not pay to WAW specific funds generated through the ADW providers in a timely manner, WAW shall pursue those late funds and shall pay to CHHA any outstanding administrative fees owed upon receipt of funds. To clarify, WAW may choose to not pay six Percent (6%) administrative fees to CHHA using the calculation of funds that WAW has not received and WAW shall advance funds to the purse pool but shall not advance unpaid funds to CHHA for administrative fees. WAW will make every effort by negotiation to receive the historical "slow pay" funds in a timely manner so that it can pay to the CHHA the required administrative fees.

6. USE of Track and Barn Area:

- a) The barn area, including the back track and main racetrack will open no later than October 1st, 2020. The main track will be closed to horses after the last race of the final night of the race meet. WAW shall ensure that the main racetrack and barn areas meet Standardbred racing standards.

7. TRACK CONDITION:

- a) WAW management shall supervise the planning and proper preparation of the race track prior to the opening of the race meet, including resurfacing of the track or reconditioning of the soil if necessary, and shall consult with the CHHA Track Committee to review plans for preparation. The track is to be approved by the CHHA Track Committee no later than two (2) days prior to the opening day of racing. WAW agrees to abide by all safety rules promulgated by the CHRB with

Regard to track maintenance and safety.

- b) WAW shall obtain the approval of CID-IA's Track Committee regarding the condition of the track for racing, training, **and** safety. An emergency meeting may be scheduled on two (2) hours' notice when the safety of the track is at issue. The decision as to track safety shall be at the discretion of the Stewards for purposes of racing, based upon recommendations from CID-IA Track Committee and WAW management. The condition of the track for training purposes shall be maintained by WAW to the satisfaction of the CID-IA Track Committee, keeping in mind the health, and welfare of the horses and all individuals participating in the training and racing of horses. In the event the CID-IA Track Committee determines the racetrack to be inadequate for Training or racing purposes, it shall promptly advise WAW management, and WAW shall promptly effectuate such repairs or remediation as may be necessary. If, in the determination of the CID-IA Track Committee the racing surface is determined to be unsafe for training or racing purposes, no owner, trainer, driver, groom, or horse shall be required to participate in any event on that racing surface.
- c) The main track shall be open from 6:30AM until 12:00 PM six (6) days per week during the term of this Agreement or other times as necessary as determined by WAW management. WAW shall not withhold consent to have the racetrack open during specific periods if a majority of the horsemen agree on suitable times for the racetrack to be opened **and** maintained.
- d) WAW shall, at its expense, provide an experienced outrider to be on the track each day during the hours when the track is open for jogging and/or training.

8. SERVICES AND CONDITIONS OF OTHER FACILITIES

- a) WAW shall maintain the Driver's Locker Room in a clean, presentable condition. b) WAW shall provide to the CID-IA and horsemen a schedule depicting the days that the barn area and racetrack will open and close for harness horses.
- c) In connection with all matters affecting horsemen at the meet, WAW recognizes CID-IA **and** its respective working committees as being the designated representatives of the horsemen as recognized by the CHRB. Upon the request of WAW or any of the above committees, representatives of both parties shall meet as expeditiously as possible to discuss and resolve any problems or matters affecting horsemen or WAW or the conduct of the meet. All agreements reached with any such committee or representatives shall be reflected in writing and signed by a representative of WAW, the CID-IA Committee involved, and/or the CID-IA Executive Director or President.
- d) No deduction, other than driver's and trainer's fees, fees for registration and eligibility papers, entry fees, and claims with the owners approval, fines levied by the CHRB, deductions ordered by any court, shall be made from any owner's purse account without the authorization of the owner or his/her authorized agent. Fees for photos,

25% in addition to normal age and Sex allowances. It is further agreed that any and all lifetime or last 5 or similar conditions, related to earnings will reflect a 50% Allowance for all DHA horses. For example, a "Non-winners of \$1,500 last 5 starts" Race shall be written "Non-winners of \$1,500 (DHA \$2250) last 5 starts". This would include any Also Eligible conditions.

- c) All entries in any race must be given the option to withdraw with no date penalty and to enter another race in the event of a condition change after the normal time for close of entries. If a race does not fill, the Racing Secretary may cancel the race and write a new condition(s) as a substitute race. Such new race shall be announced (including a text message to text subscribers). Any horses having entered an unfilled race shall be given preference over late entries.
- d) The preference rule to be in effect for the meet shall enable all horses to be eligible for a given race regardless of who the trainer or owner(s) are. In all cases all horses eligible for a race shall have their respective preference dates used to determine their eligibility for that race. However, in no case shall any common owner have three or more three horses in a race and in no case shall any trainer have three or more horses in a race, paid-in races excepted.
- e) USTA rule 14.10 shall otherwise govern Preference Dates. However, for the sole purpose of eligibility with regard to preference, any horses entered to race at Cal-Expo on a single entry date shall be considered to have the same preference date designated as the earliest of the race dates related to that entry date. For example, if the entry date is Tuesday, January 10 for races on Friday and Saturday January 13 and 14, then all horses that would otherwise have a preference date would be given the preference date of Friday, January 13, even if they actually race on Saturday January 14.
- f) When a minimum of eight (8) separate betting interests are entered for a race, the race shall be considered filled and no late entries shall be accepted by the Racing Secretary. In no event shall any race be drawn with less than five (5) separate betting interests except by mutual written agreement of WAW and the CHHA Executive Director or President. If a race is not filled, the Racing Secretary may call for additional entries or may cancel the race and add a substitute race which adds conditions to any original condition. When this occurs, the Racing Secretary or his or her designees shall announce over a public address system the relevant facts and send a text message to those who have subscribed to such a service reflecting the same information.
- g) When a horse is scratched prior to the announced scratch time, the number one also eligible shall draw into the post position vacated by the scratched horse. Once the announced scratch time has passed, all horses which have drawn into a race are obliged to race unless scratched due to one of the reasons set forth in CHRB rules. WAW shall make available to CHHA, each day after the draw, the list of entries.
- h) Unless agreed otherwise between WAW and CHHA Purse Committee and/or CHHA

Executive Director or President, the taking of daily entries shall be at a minimum of 72 hours prior to race time and scratch time shall be at a minimum of 48 hours prior to race time.

- i) The condition sheet for each racing program shall contain conditions for as many races as are scheduled on the program. In addition, the Racing Secretary may write conditions for substitute races; however, substitute races that are generally equal in quality should be **used** in place of an originally carded race that did not fill.

12. RACING CONDITIONS

- a) WAW, with the written consent of CHHA, executed by its Executive Director or President, may apply to the CHRB for permission to conduct one (1) to five (5) racing programs during each scheduled week of its meeting based upon the availability of race ready horses. Racing weeks of less **than** two (2) days may be granted if mutually agreed upon by both parties and provided there are insufficient racehorses available For two (2) days of racing. WAW and CHHA shall strive to achieve an average starter per race amount of eight (8) horses per race in all instances.
- b) WAW shall not schedule any stakes during the meet except for those stakes mutually agreed to in writing by WAW and CHHA. The stakes schedule may be modified With the mutual written consent of the CHHA Purse Committee/ Executive Committee/Executive Director and WAW, executed by the CHHA Executive Director or President.
- c) Recalls shall be made for reasons that are considered acceptable under the. Standards maintained by the USTA and the CHRB Stewards. Under all other circumstances, all horses shall be considered starters.
- d) Horses competing in races conducted as part of the California Standard bred Sires Stakes during the meet shall be required to be stabled in a designated detention bam before their respective race events, in accordance with CHRB rules, and adhere to the other conditions in the posted detention **bam** policy. Upon violation of detention bam policies, the stewards shall be notified. Current detention bam time is 12 noon race day.

13. CALIFORNIA BRED RACES

- a) Pursuant to Business & Professions Code Section 19568, WAW shall offer on the condition sheet at least one race per day restricted to Cal Bred horses. These races will be subject to all provisions of overnight races. The owner of a registered California bred horse that **wins** any race (excluding stakes, late/early closers, or restricted races) shall be paid by the Paymaster of Purses a bonus equal to ten percent (10%) of the winner's share of the posted purse from the horsemen's purse account. The Racing Secretary shall weekly place on the condition sheet a California Bred Open Race if a minimum of six (6) competitive California Bred Open horses enter and the race will be carded and **will** carry a purse equal to the preferred 1 Class. The California Bred Open will be carded as a pari-mutuel race if there are seven (7)

Separate wagering betting interests. If there are fewer than seven (7) separate wagering interests entered, but more than four (4), it will be at the discretion of Cal Expo management whether to card the race. If there are four (4) or fewer entries, the race will not be carded. All California bred races shall split divisions after twelve (12) or more entries have been accepted, should the race be used.

- b) WAW management shall be available to meet with the CHHA Purse Committee to discuss the schedule of races and purses. WAW management shall take into consideration the number and classification California bred horses on the grounds and shall write conditions that will insure full fields. The Racing Secretary shall maintain a list of all California bred horses on the grounds and shall make this list available to The CHHA Executive Director on a weekly basis upon request. CHHA will cooperate with the Racing Secretary in an effort to identify such California horses.
- c) WAW shall make available to CHHA the daily report from the Paymaster of Purses listing winners of California bred and California sired races and purses upon request.

14. **INSURANCE:** WAW shall obtain, without cost to the horsemen, driver and trainer accident and disability insurance with the following coverage at a minimum: Two Hundred Fifty Thousand Dollars (\$250,000) medical; Thirty Thousand Dollars (\$30,000) accidental death and dismemberment; and Three Hundred Fifty Dollars (\$350) per week disability for a period of up to 24 months. This insurance shall cover death, accident or injury to participants during activities related to jogging, training, the warm-up for, and conduct of any race or qualifying race at the WAW harness/Standardbred meet, or any other personal injury suffered while working on the backstretch or on the racing surface. Prior to the opening of each race meet, WAW shall provide CHHA with evidence of compliance with this provision, including a copy of the insurance policy obtained and premiums paid. If CHHA is able to purchase this same coverage at a lower rate than WAW, CHHA shall make arrangements to do so and WAW shall reimburse CHHA for any premiums paid.

15. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

16. **TERMINATION PRIOR TO EXPIRATION OF TERM:**

- a) Either party may terminate this Agreement and be relieved of any performance should the other party breach this Agreement. In the event of such termination, either party may proceed in a manner consistent with available legal remedies.
- b) Either party may terminate this Agreement, without cause, upon giving 180 days written notice to the other party.

17. **DISPUTE RESOLUTION:** The parties agree that in the event of a dispute over an item(s) covered in the Agreement, the CHRB shall be asked to provide dispute resolution.

18. CHANGE OF LAW: In the event a change of law substantially affects any part of this Agreement, the parties shall meet, confer, and reduce to writing any provisions necessary to carry on the agreement as intended by the parties.

19. AGREEMENT VALIDITY: Should any part of this Agreement be declared invalid, the remaining parts of the Agreement shall remain in full force and effect, and the invalid portion shall be eliminated to the extent not inconsistent with the Horse Racing Law or the directives, rules, and regulations of the CHRB.

20. MISCELLANEOUS

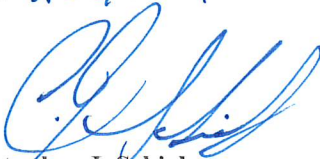
- a) CHHA will use its best efforts to see to it that its members and the horsemen who participate in or who have horses stabled at the meet are advised of the terms of this Agreement, and CHHA will use its best efforts to cause those persons to comply therewith in matters under the control of CHHA. WAW will likewise use its best efforts to advise its officers and employees of the terms of this Agreement and to cause compliance therewith.
- b) Where mutual agreement is required, neither party shall unreasonably withhold its agreement, nor shall all such mutual agreements be evidenced in a writing signed by the parties hereto, including the CHHA Executive Director or President and WAW.
- c) As long as WAW is not in material breach of this Agreement, neither CHHA, its officers, directors, or employees shall induce, incite or encourage a strike, boycott or refusal to participate in the meet
- d) CHHA hereby understands, recognizes, and agrees that WAW may charge a fee for the repair of any tack rooms, barns, stalls, restrooms, roofs, solar panels or any other item that is deemed to be damaged by any CHRB licensee. Owners and trainers that are assigned barns and stalls shall receive the barns and stalls in good condition and shall sign off on the condition of their assigned barns and stalls and shall only be charged a fee upon damaging the assigned barns or stalls.
- e) CHHA hereby understands, recognizes, and agrees that it will assist WAW in any manner whatsoever related to the compliance of water quality issues in the Backstretch area. WAW may institute rules, procedures, and policies to be followed for the compliance of water quality issues by the horsemen and WAW. Upon finding a repeat violation by a horseman, trainer, or other person of these rules and procedures, WAW may fine or eject any persons occupying the backstretch area.
- f) CHHA and WAW agree to negotiate in good faith to achieve an acceptable "Third-party Lasix" program prior to its becoming mandated by the California Horse Racing Board.

21. ATTACHMENTS: Attached is proposed racing calendar, purse schedule, new and returning horse incentive, and Third Party Lasix agreement. These attachments are hereby made part of this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date
First shown below.

WATCH AND WAGER
LLC

Date: 7/23/2021

By: 

Christopher J. Schick
General Manager

**California Harness
Horsemen's Association**

Date: 7/23/2021

By: 

Jimmy Perez
Executive Director

Independent Contractor Agreement

This Agreement is made between WATER AND WHEEL CON INC ("Client") with a principal place of business at 25 CADILLAC PLANE and BOTH/ JAMES DVM ("Contractor"), with a principal place of business at calexpo.

1. Services to Be Performed

Contractor agrees to perform the following services: **Third Party Lasix Service**
OR

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed, Client agrees to pay Contractor at the following rates: **\$18.50 Per Lasix Administration**

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: None

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days after receipt of each statement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

[Contractor has the right to perform services for others during the term of this Agreement.

[] Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[J] Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay } assistants to help Contractor.

[AJ] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement-- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles-- in the minimum amount of\$ combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of\$.combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

Term: November 12, 2021 through May 5, 2023

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may, terminate this Agreement at any time by giving 10____days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of Alameda.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor Gained knowledge as a result of Contractor's services to Client, and
- other: _____

Upon termination of Contractor's services to Client, or at Client's request, Contractor Shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

Signatures

Client/Owner: **Watch and Wager .com LLC**
Printed Name

Exhibit A

Services provided under third party Lasix agreement between Kathy Jones DVM, and Watch and Wager.com LLC.

Kathy Jones DVM agrees to provide Lasix administration services in compliance with CHRB "3rd Party" Lasix rules starting 11/12/2021 and extending through 5/5/2023. Lasix will be given at the barns in the horse's stall at the cost of \$18.50 per injection payable to Kathy Jones DVM.

A bulletin board with the post times and Lasix administration times for each race will be maintained and for those trainers and grooms who provide a cell phone number, a picture of the board will be sent to their phone. It is the responsibility of the trainer to make sure an attendant is present for Lasix administration and to sign the syringe collection container in compliance with CHRB "3rd Party" Lasix rules. It is agreed that it shall be the responsibility of the CHRB and/or Watch and Wager to inform the horse trainers, grooms, cited owners of changes in the rules governing Lasix administration to the "3rd Party" status and Kathy Jones DVM shall not be responsible in any way for failure to comply with these rules by any horse Trainer, groom or owner.

The racing association Watch and Wager shall provide a space in the barn area (breezeway or stall suitable) to be used as a staging area with room for a desk and chairs, bulletin board, wall clock, thermometer, and adequate lighting to read the racing program and records associated with Lasix administration. Three official programs and a copy of the horse identification list shall be provided each race day and delivered 4 1/2 hours before the first post time to the staging area.

Kathy Jones DVM will provide a list of all horses receiving Lasix injections on race days to a designated Watch and Wager employee. Payment to Kathy Jones DVM for Lasix administration shall be bi-monthly with the first payment due 1/16/18 and thereafter the 2nd and 16th of the month through 5/16/18.

Kathy Jones DVM will provide proof of workman's compensation insurance for employees that assist with Lasix administration, and proof of current CHRB license, state VMB and federal DEA licenses for herself. Employees shall have current CHRB licenses and if assisting with Lasix injection a valid RVT or DVM state license.

Signature *[Handwritten Signature]* - *[Handwritten Signature]*
Date July 13, 2018 8/27/2021

Contractor: Kathy Jones
Printed Name
Signature *[Handwritten Signature]*
Date August 24, 2021
Taxpayer ID Number -

Attachments: Exhibit A: Additional Description of Services to be Performed
(chk if applicable)

request for an extension pursuant to CHRB Rule 1407 shall be made. **Lease agreement between Cal Expo and Watch and Wager which is through May of 2025 is on file with the board.**

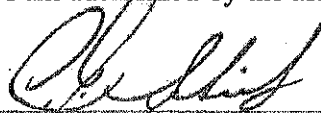
- E. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state): No Exceptions
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association except as follows (if no exceptions, so state): No Exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

CHRISTOPHER J. SCHICK
Print Name


Signature

General Manager
Print Title

July 23, 2021
Date

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1652, PROHIBITED ACTIONS WITH RESPECT TO CLAIMS, REGARDING DECREASING PERMITTED CLAIMS BY STIPULATING THAT A LICENSEE CANNOT DEPOSIT MORE THAN ONE CLAIM FOR A SINGLE HORSE

Regular Board Meeting
September 15, 2021

ISSUE:

California Horse Racing Board (Board) Rule 1652, Prohibited Actions with Respect to Claims, was originally developed to specify the actions one can and cannot take when claiming a horse during a claims race. Additionally, subsection (g) of Rule 1652 was developed with the intent of a trainer having two different owners who want the same horse in a claiming race. Over time, this rule has become problematic in that if an owner wanted to submit a claim for a specific horse during a race, they would submit multiple claims for the same horse - one under "Owner X" and an additional claim under a partnership with "Owner X and Trainer Y". After 30 days, the trainer will transfer his or her interest of the horse to the owner. As a result, this rule has created a loophole for owners to double their chances at claiming a horse in a claims race, which provides an unfair advantage to larger or more prominent owners and trainers who can afford to submit multiple claims as each claim requires that the ownership have the claiming price plus tax in their account with the paymaster.

ANALYSIS:

Board Rule 1652, Prohibited Actions with Respect to Claims, defines prohibited actions in regards to individuals claiming a racehorse. The Board is proposing to modify Board Rule 1652 subsection (g) to clarify that a licensee, or licensee's representative, is prohibited from depositing more than one claim for a single horse. Specifically, the Board proposes to accomplish this by striking language in subsection (g) and adding additional language to reflect the following:

(g) Claim more than one horse for the account of any one racing interest from any one claiming race, nor shall a trainer, owner or authorized agent representing more than one racing interest, file more than one claim for a particular horse.

By revising these rules, the Board will be eliminating a loophole which provides an unfair advantage to certain trainers and owners, and provide equal opportunity so that smaller trainers and owners who can only afford to submit one claim will face the same odds of claiming a horse as those with additional funds.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) states the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Chapter 4 BPC. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions under which all horse races with wagering on their results shall be conducted in the state of California.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
ARTICLE 6. ENTRIES AND DECLARATIONS
PROPOSED AMENDMENT OF RULE 1652,
PROHIBITED ACTIONS WITH RESPECT TO CLAIMS

1652. Prohibited Actions with Respect to Claims

No person shall:

- (a) Enter into or offer to enter into any agreement to claim any horse unless all parties to the agreement are eligible to claim.
- (b) Claim his own horse or cause his own horse to be claimed directly or indirectly for his own account.
- (c) Attempt to prevent or prevent any racing interest from running a horse in any race for which it is entered or from claiming any horse in any claiming race.
- (d) Make any agreement with any other person or racing interest for the protection of each other's horses in any claiming race.
- (e) Make any loan agreement for the purpose of obtaining funds for the claim of any horse when a condition of such agreement is a lien on the horse to be claimed.
- (f) Except with permission of the stewards, remove any horse which has been entered in a claiming race from the grounds of the association where it is entered to race, or fail or refuse to comply with any rule or any condition of the meeting for the purpose of avoiding or preventing a claim for such horse.
- (g) Claim more than one horse for the account of any one racing interest from any one claiming race, nor shall a trainer, owner or authorized agent representing more than one racing interest, file more than one claim for a particular horse, if an authorized agent

~~representing more than one racing interest, file more than two separate claims on behalf of any of the racing interests he may represent.~~

(h) Offer any monetary or other reward to any pony boy, exercise boy, groom, stable employee or other licensee for information relative to the physical condition or merit of a horse, or provide information relative to the physical condition or merit of a horse, from the time such horse is entered in a claiming race until the expiration of time to make a claim on such horse in that claiming race.

Authority: Sections 19440 and 19562,
Business and Professions Code.

Reference: Sections 19440 and 19562,
Business and Professions Code.

CALIFORNIA HORSE RACING BOARD

September 15, 2021

REGULAR BOARD MEETING

There is no board package material for Item 14A

CALIFORNIA HORSE RACING BOARD

September 15, 2021

REGULAR BOARD MEETING

There is no board package material for Item 14B

CALIFORNIA HORSE RACING BOARD

September 15, 2021

REGULAR BOARD MEETING

There is no board package material for Item 15

CALIFORNIA HORSE RACING BOARD

September 15, 2021

REGULAR BOARD MEETING

There is no board package material for Item 16