



1776 Tribute Road, Suite 205  
Sacramento, CA 95815  
Office: 916.927.7223 Fax: 916.263.3341  
[www.calairs.com](http://www.calairs.com)

**AGENDA**  
**CALIFORNIA AUTHORITY OF RACING FAIRS**  
**LIVE RACING COMMITTEE MEETING**  
**JOHN ALKIRE, CHAIR**  
**11:00 A.M., TUESDAY, NOVEMBER 13, 2012**

Notice is hereby given that a meeting of the California Authority of Racing Fairs' Live Racing Committee will commence at 11:00 a.m., Tuesday, November 13, 2012. The meeting will be held Via Teleconference.

**AGENDA**

- I. Date, time and location of next meeting:
- II. Approval of minutes.
- III. Report, discussion and action, if any, on Legislation for 2013 and beyond.
- IV. Report, discussion and action, if any, on Racing Dates for 2013 and beyond.
- V. Report, discussion and action, if any, on Parimutuel distributions and DRAFT Security Agreement.
- VI. Report, discussion and action, if any, on Planning for 2013 Summer Racing Meetings.
- VII. Executive Director's Report.



1776 Tribute Road, Suite 205  
Sacramento, CA 95815  
Office: 916.927.7223 Fax: 916.263.3341  
[www.calfairs.com](http://www.calfairs.com)

**NOTICE**  
**CALIFORNIA AUTHORITY OF RACING FAIRS**  
**LIVE RACING COMMITTEE MEETING**  
**JOHN ALKIRE, CHAIR**  
**11:00 A.M., TUESDAY, NOVEMBER 13, 2012**  
**VIA TELECONFERENCE**

Notice is hereby given that a meeting of the California Authority of Racing Fairs' Live Racing Committee will commence at 11:00 a.m., Tuesday, November 13, 2012. The meeting will be held Via Teleconference.

**CARF Live Racing Committee Meeting**  
**Toll Free Dial In Number: (800) 791-2345**  
**Participant Code: 62745 #**  
**Via Teleconference**

The Public and members of the California Authority of Racing Fairs Live Racing Committee may participate from the following locations:

Alameda County Fair  
4501 Pleasanton Ave.  
Pleasanton, CA 94566

Humboldt County Fair  
1250 5<sup>th</sup> Street  
Ferndale, CA 95536

Solano County Fair  
900 Fairgrounds Drive  
Vallejo, CA 94589

The Big Fresno Fair  
1121 S. Chance Avenue  
Fresno, CA 93702

San Joaquin Fair  
1658 S. Airport Way  
Stockton, CA 95206

Sonoma County Fair  
1350 Bennett Valley Road  
Santa Rosa, CA 95404

California State Fair  
1600 Exposition Blvd.  
Sacramento, CA 95815

**CALIFORNIA AUTHORITY OF RACING FAIRS**

**Live Racing Committee  
Thursday, October 11, 2012**

**MINUTES**

A teleconference meeting of the California Authority of Racing Fairs Live Racing Committee was held at 11:00 A.M., Thursday, October 11, 2012. The meeting was hosted at the Big Fresno Fair, 1121 South Chance Avenue, Fresno, CA, 93702.

CARF Live Racing Committee members attending: John Alkire, Mike Paluszak, Rick Pickering, Tawny Tesconi and Stuart Titus. Joining by conference call: Janet Covello.

Staff and Guests attending: Christopher Korby, Larry Swartzlander, Louie Brown, Chris Borovansky, Tom Sawyer and Barbara Boester-Quaid. Joining by conference call: Cindy Olsen, Jim Morgan, Dave Moggi, Jeff Farley and Amelia White.

**Agenda Item 1 – Date, Time and Location of Next Meeting.** The next CARF Live Racing Committee meeting will be held November 13, 2012 via teleconference.

**Agenda Item 2 – Approval of Minutes.** Mr. Pickering moved to approve the meeting minutes as presented. Mr. Paluszak seconded, unanimously approved.

**Agenda Item 3 – Report on CHRB Action Regarding 2013 Racing Calendar.** Mr. Korby reported that the California Horse Racing Board (CHRB) Commissioners approved the calendar included in your meeting packets, titled “*2013 Proposed Northern California Racing Calendar (Hosted Days) – GGF/CARF/TOC 9-6-2013,*” the only outstanding element being the host designation during two weeks in August (14-25) in Northern California. The existing calendar shows those two weeks being run concurrently at Humboldt County Fair and Golden Gate Fields. The matter of host designation or revenue sharing is still under discussion and negotiation between all parties involved and will be on the agenda for the October CHRB meeting.

**Agenda Item 4 – Report, Discussion and Action, if any, on Legislation for 2012 and Beyond.** Mr. Brown reported that the Legislature is on break and the new session will begin December 3, 2012. When the new session begins, approximately half of the Legislature will be brand new. Legislative staff has begun the 2013 planning process with Mr. Korby, but has nothing to report at this time.

Mr. Korby reported that preliminary recommendations for the CARF 2013 legislative program will be presented at the next meeting.

**Agenda Item 5 – Executive Director’s Report.** Mr. Morgan requested an update regarding the status of negotiations with Golden Gate Fields, Del Mar and TOC in regards to Humboldt County Fair and August 2013 host revenues. Mr. Korby responded that he has been in correspondence with

Joe Morris over the last couple of days and has drafted documents that both summarize the 2012 arrangement and outline possible scenarios for 2013. Those materials were distributed to Humboldt County Fair and the CARF Board of Directors yesterday afternoon.

Mr. Korby circulated copies of the materials and verbally reviewed them in detail for Mr. Morgan. Mr. Korby recommended, as part of these negotiations, that any money derived from purses at either Del Mar or Golden Gate Fields be put directly back into purses at Humboldt. Mr. Morgan reiterated his concerns for the survival of Humboldt County Fair and asked to be closely involved with any discussions Mr. Korby has with Mr. Morris in reference to this matter.

Mr. Pickering asked, as a matter of order, if Mr. Morgan was the person CARF should be reporting directly to, or if Mr. Titus, with a seat on the Live Racing Committee, would be reporting CARF activity and negotiations to Mr. Morgan. Mr. Titus responded that Mr. Morgan is the point person regarding Humboldt County Fair's host status and revenue negotiations. Mr. Pickering stated that the Humboldt County Fair Board of Directors will need to send a letter to the CARF Board of Directors designating Mr. Morgan as a person authorized to conduct business and make binding decisions on behalf of Humboldt County Fair or otherwise explaining the relationship.

Mr. Korby stated that Humboldt consider the document titled "*Staff Recommendation to CARF Board Regarding Humboldt County Fair Racing.*"

Mr. Alkire stated that he took offense to Mr. Morgan's memo "*Humboldt County Fair Update: A Permanent Solution to Perennial Issues*" which repeatedly stated Ferndale was the only successful CARF meet when two member Fairs (Stockton and Fresno) had yet to conduct their meets. Mr. Alkire stated Humboldt has historically made bold statements, assumed a position, changed that position and said or done things solely to get what they want while utilizing CARF as a shield.

Mr. Korby asked if Mr. Morgan would receive compensation based on payments made to Humboldt County Fair. Mr. Morgan replied that he is compensated in perks, not monetarily. He responded that he does not receive any money derived from negotiations on behalf of Humboldt County Fair. Mr. Korby asked if there is an agreement in writing for Mr. Morgan's services to Humboldt County Fair. Mr. Morgan replied that there is not a written agreement for his services.

Mr. Korby stated that next steps would involve Humboldt reviewing the material that was distributed and working toward a solution that can be presented to the CHRB.

Respectfully submitted,  
Heather Haviland

**STAFF RECOMMENDATION TO CARF BOARD  
REGARDING HUMBOLDT COUNTY FAIR RACING**

---

Staff recommends that the California Authority of Racing Fairs Board of Directors recommend the following options to Humboldt County Fair regarding its horse racing dates and development of satellite wagering.

- **OPTION:** Apply to the California Horse Racing Board for non-overlapped racing dates in June
- **OPTION:** Apply to the California Horse Racing Board for non-overlapped dates in September
- **OPTION:** Accept offer from Golden Gate Fields, Del Mar Thoroughbred Club and Thoroughbred Owners for subsidies to Humboldt County Fair and to its purses for August racing dates in 2013. See attached DRAFT for summary of 2012 subsidies and racing industry subsidies proposed for 2013.
- **RECOMMENDATION:** Establish mini-satellite in Humboldt County to generate new revenues to Fair. There have already been promising discussions with Cher' Ai Heights tribal casino in Trinidad.
- **OPTION:** Work with staff to draft legislation regarding Humboldt racing dates, if desired, then come back to CARF Board to request support.

**HUMBOLDT SUMMARY FOR 2012 AND POSSIBILITIES FOR 2013 AGREEMENT**

---

**2012 SUMMARY**

**HUMBOLDT RAN August 15-26 - Dates configuration over two weeks:**

SOLO: Wed (Host); dark Thurs (Host); OVERLAPPED Fri Sat Sun (GGF Host)

SOLO: Wed (Host); dark Thurs (Host); OVERLAPPED Fri Sat Sun (GGF Host)

**2012 SUBSIDIES TO FAIR**

- SB763 .75% (statutory)..... \$ 46,000
- GGF ..... \$ 50,000
- SoCal (TOC& DMTC) ... \$104,000

---

**2012 SUBSIDIES TO FAIR ..... \$200,000**

**2012 SUBSIDIES TO PURSES..... \$0.00**

**TOTAL 2012 Subsidies Overall to Humboldt racing.....\$200,000**

---

**UNDER DISCUSSION FOR 2013 ONLY**

**HUMBOLDT RUNS August 14-25 - Dates configuration over two weeks:**

Wed. Humboldt SOLO (GGF Host); dark Thur; OVERLAPPED Fri Sat Sun (GGF Host)

Wed. Humboldt SOLO (GGF Host); dark Thurs; OVERLAPPED Fri Sat Sun (GGF Host)

(Humboldt SOLO on Wednesdays will generate purses and on-track commissions to HCF.)

**SUBSIDIES TO HUMBOLDT FROM NORTHERN CALIFORNIA**

- Statutory per AB 763 .75% (est.).....\$75,000 (estimate correlates to schedule)
- GGF Sponsorship .....~~\$25,000~~ 50,000

- SUBTOTAL to Fair..... ~~\$100,000~~ \$125,000

**PROSPECTIVE REVENUES FROM ADD'L IMPORTED RACES**

- AB 763: 8 additional imports (est.).....~~\$2430,000~~ [\$12 \$15K each commissions & purses]

**PROSPECTIVE SUBSIDIES TO HUMBOLDT FROM SOUTHERN CALIFORNIA**

- TOC & DMTC (tentative/estimated) .....\$52,000  
[Estimate based on percentage of SoCal handle on HCF races; will be directed to Humboldt proportionally between, commissions & purses.]

**TOTAL 2013 PROSPECTIVE SUBSIDIES TO HUMBOLDT RACING PROGRAM ~~\$176,000~~ \$207,000**

- Note: proposed SoCal TOC & DMTC subsidy of \$52K is **50%** of 2012 subsidy of **\$104K**
- Note on HCF purses generated 2012: Wed 8/15 & Wed 8/22 (Humboldt solo) generated \$33K & \$38K in purses respectively. Total: \$71K.
- GGF will coordinate Condition Books with Humboldt Racing Office and emphasize Turf racing during dates overlapping with HCF in August.
- All parties encourage Humboldt to develop mini-satellite for new revenue.
- Will require written agreement of Humboldt, GGF, CARF, TOC and DMTC.
- **The parties may also wish to discuss prospective legislative remedies for future.**

DRAFT- Estimates and projections prepared by NOTWInc [Bryan Wayte].

~~Oct 15, 2012 0253P~~ Oct 18, 2012 at CHRB meeting – based on CK notes re: most recent offers from GGF

**Satellite Location Fees Generated At Fair Satellite Facilities During Golden Gate Fields And The Humboldt County Fair From 1/1/2011 through 12/31/2011**

<b>Location</b>	<b>Golden Gate 2011</b>	<b>Humboldt 2011</b>
Anderson	21,370.51	148.04
Bakersfield	74,546.48	697.86
Ferndale	1,578.09	64.87
Fresno	64,247.44	709.87
Fresno Club One	42,258.67	447.03
Monterey	92,219.78	1,252.14
Pleasanton	450,073.33	4,019.66
Sacramento	292,505.60	2,970.22
San Jose	407,920.23	3,779.46
San Mateo County	870,162.53	7,853.34
Santa Rosa	128,689.21	1,780.39
Stockton	190,686.31	1,869.55
Tulare	40,184.72	335.99
Turlock	96,317.01	936.40
Vallejo	188,279.14	1,926.06
<b>Total</b>	<b>2,961,039.05</b>	<b>28,790.88</b>

## California Authority of Racing Fairs

### CARF Cumulative Funding Disbursements to Humboldt County Fair 2000-2009

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>TOTALS</u>
<b>Infotext Funds</b>											\$0
<b>LOU1 Area Enhancements</b>	\$136,518										\$136,518
<b>Backstretch Improvements</b>											
Showers - backstretch		\$13,938									\$13,938
Backstretch Restrooms			\$213,649								\$213,649
Restroom - CCA project				\$1,338							\$1,338
RV Lot gravel					\$13,016						\$13,016
Horse Stalls,Paint					\$15,030						\$15,030
Grandstand Restroom						\$80,000					\$80,000
Jockey Quarters								\$489,375			\$489,375
<b>Racetrack Maintenance</b>		\$27,250	\$27,250	\$27,250	\$27,250	\$27,250	\$27,250	\$27,250	\$27,250	\$27,250	\$245,250
<b>Total Funding</b>	\$136,518	\$41,188	\$240,899	\$28,588	\$55,296	\$107,250	\$27,250	\$516,625	\$27,250	\$27,250	\$1,208,115



**HUMBOLDT COUNTY FAIR FUNDING  
ALLOCATED THROUGH PROGRAMS ADMINISTERED BY  
CALIFORNIA AUTHORITY OF RACING FAIRS**

**IV.**

**2000-2009**

	Disbursed	License Fee Generated	.75% License paid to HCF from concurrent Fair race meet
<b>2000</b>		<b>\$32,070</b>	<b>\$93,629</b>
Supplemental Purses	\$164,522		
Paddock; Winner's Circle; Grandstand	\$136,518		
<b>2001</b>		<b>\$32,985</b>	<b>\$97,496</b>
Supplemental Purses	\$171,988		
Track Safety and Maintenance	\$44,000		
Capital Improvement (Backstretch) - Showers	\$13,938		
<b>2002</b>		<b>\$32,663</b>	<b>\$99,899</b>
Supplemental Purses	\$169,475		
Track Safety and Maintenance	\$44,000		
Capital Improvement (Backstretch) - Restrooms	\$213,649		
<b>2003</b>		<b>\$26,769</b>	<b>\$92,140</b>
Supplemental Purses	\$179,850		
Track Safety and Maintenance	\$44,000		
Capital Improvement (Backstretch) - Restroom	\$1,338		
<b>2004</b>		<b>\$27,869</b>	<b>\$89,770</b>
Supplemental Purses	\$208,234		
Track Safety and Maintenance	\$44,000		
Capital Improvement (Backstretch) - RV Lot; Horse Stalls	\$28,046		
<b>2005</b>		<b>\$28,337</b>	<b>\$91,563</b>
Supplemental Purses	\$218,133		
Track Safety and Maintenance	\$44,000		
Capital Improvement (Backstretch) - Grandstand Restroom	\$80,000		
<b>2006</b>		<b>\$25,392</b>	<b>\$86,706</b>
Supplemental Purses	\$257,695		
Track Safety and Maintenance	\$44,000		
<b>2007</b>		<b>\$27,162</b>	<b>\$86,759</b>
Supplemental Purses	\$239,813		
Track Safety and Maintenance	\$44,000		
Capital Improvement (Backstretch) - Jockey Quarters	\$489,375		
<b>2008</b>		<b>\$24,068</b>	<b>\$77,538</b>
Supplemental Purses	\$240,937		
Track Safety and Maintenance	\$44,000		
<b>2009</b>		<b>\$26,192</b>	<b>\$61,254</b>
Supplemental Purses	\$259,758		
Track Safety and Maintenance	\$44,000		
<b>TOTALS</b>	<b>\$3,469,273</b>	<b>\$283,506</b>	<b>\$876,754</b>

**CUMULATIVE CARF FUNDING & SUBSIDIES TO HUMBOLDT 2000-2009**

**\$4,629,533**

Net License Fees Generated (negative due to .75% subsidy)

**(\$593,248)**

**Humboldt County Fair  
Correspondence regarding 2013 Racing Dates**

---

**NORTHERN CALIFORNIA**

---

**From:** Morgan4law [mailto:morgan4law@aol.com]  
**Sent:** Monday, October 08, 2012 6:16 PM  
**To:** Morris, Joe; Morris, Joe  
**Subject:** Fwd: CHRB Board Agenda Item

Joe:

I hope your time back home is going well. I have reviewed the minutes from the 9/20/12 CHRB and wholeheartedly agree with the incite reflected in the comments attributed to you on page 56. I couldn't have stated it better myself. Meanwhile, I have made several attempts to engage you in dialog about formulating a mutulally agreeable plan for 2012. Thus far I have not enticed you into any form of a response. It is my understanding that GGF is requesting 12 additional days this year 4 of which are Wednesday/Thursdays during the Humboldt meet. We continue to staunchly oppose any intrusion onto the Wed/Thur as they are our only shot at host commissions and racing without overlap. Further, with Portland to our north and GGF to our south we need to persuade some horses to come to our meet immediately after Santa Rosa. We continue to make progress toward sustainability and take pride that we doubled our cash in kind sponsorships and were the only fair with increased ontrack handle. We can sustain in 2013 by reducing the lump sum contribution for not sharing host fees for our first weekend by 1/3rd to \$33,333.33. We think this is a reasonable step down approach. It is also a sustainable amount for a long term solution should your principals desire one.

Regardless of your position, please respond.

Expectantly,

Jim

-----Original Message-----

**From:** Stuart Titus <[humcofair@frontiernet.net](mailto:humcofair@frontiernet.net)>  
**To:** Morgan4law <[morgan4law@aol.com](mailto:morgan4law@aol.com)>  
**Sent:** Mon, Oct 8, 2012 5:36 pm  
**Subject:** Fwd: CHRB Board Agenda Item

Sent from my iPhone

Begin forwarded message:

**From:** "Wagner, Jacqueline" <[JackieW@chr.ca.gov](mailto:JackieW@chr.ca.gov)>  
**Date:** October 8, 2012 1:19:59 PM PDT  
**To:** Christopher Korby <[korby@calfairs.net](mailto:korby@calfairs.net)>, Joe Morris <[joe.morris@goldengatefields.com](mailto:joe.morris@goldengatefields.com)>,

Stuart Titus <[humcofair@frontiernet.net](mailto:humcofair@frontiernet.net)>

**Subject: CHRB Board Agenda Item**

Good afternoon Gentlemen:

The Board at its last meeting asked that CARF, Humboldt and GGF continue to meet and come up with a plan to address the overlap and host fee revenues issues associated with the 2013 Humboldt race meeting.

This is to advise you that the item will be on the October 18<sup>th</sup> agenda.

If you have any information that you would like included in the Board's package, we would need to receive it by COB on Wednesday, October 10<sup>th</sup>. If no info for the package, your presentation may be made from the floor.

Please let me know if you will be sending any info for the package.

Regards,  
Jacqueline Wagner

---

SOUTHERN CALIFORNIA

---

**From:** Josh Rubinstein  
**Sent:** Tuesday, October 09, 2012 1:10 PM  
**To:** Morgan4law  
**Cc:** Joe Morris ([Joe.Morris@stronachgroup.com](mailto:Joe.Morris@stronachgroup.com))  
**Subject:** RE: CHRB Board Agenda Item and Humboldt

Jim,

I am in receipt of your proposal. The CHRB has request that we combine Humboldt's offer with that of Del Mar / GGF / TOC's thoughts on the situation in '13 and beyond. We'll work with Chris Korby to put this document together and will share with all upon completion.

Regards,

Josh

**Josh Rubinstein**

Senior Vice President, Development

Del Mar Thoroughbred Club

t: 858.794.1154 f: 858.794.1007

[www.delmarracing.com](http://www.delmarracing.com)

---

**From:** Morgan4law [morgan4law@aol.com]  
**Sent:** Monday, October 08, 2012 6:41 PM  
**To:** Josh Rubinstein  
**Subject:** CHRB Board Agenda Item and Humboldt

Dear Josh:

You've received my prior mailings so this will be short and sweet. We fully recognize and appreciate your agreement to allow Humboldt the benefit of 75% of the revenue generated from Southern California wagers on GGF during our first weekend last year. Due to our doubling of our cash in kind sponsorships during 2012 and being the only fair with increase on track handle we are in a position to request a reduction by 1/3rd to 50% of the same revenue for the first week and weekend for 2013. If we are successful in retaining exclusive rights to racing in Northern California on Wednesday and Thursday of our first week then that would be for Friday through Sunday of our first week. If we are unsuccessful that would be Wednesday through Sunday of our first week. Our hope and expectation is that TOC will follow along with your position. We further believe that such an arrangement can be a formula that could be applied to future years as well. We recognize we benefited from an unexpected increase in handle at Del Mar. We have strived to comply with the expectations set forth by Chairman Brackpool. This year sustained us financially and we can make due with the 1/3rd reduction outlined above. Your ongoing consideration and support is greatly appreciated. Insofar as the CHRB wishes us to respond by Wednesday, the courtesy of our position shall be anxiously awaited.

Respectfully,

James R. Morgan  
Special Counsel Humboldt County Fair  
(925) 947 0200

**From:** "Wagner, Jacqueline" <[JackieW@chr.ca.gov](mailto:JackieW@chr.ca.gov)>  
**Date:** October 8, 2012 1:19:59 PM PDT  
**To:** Christopher Korby <[korby@calfairs.net](mailto:korby@calfairs.net)>, Joe Morris <[joe.morris@goldengatefields.com](mailto:joe.morris@goldengatefields.com)>, Stuart Titus <[humcofair@frontiernet.net](mailto:humcofair@frontiernet.net)>  
**Subject:** CHRB Board Agenda Item

Good afternoon Gentlemen:

The Board at its last meeting asked that CARF, Humboldt and GGF continue to meet and come up with a plan to address the overlap and host fee revenues issues associated with the 2013 Humboldt race meeting.

This is to advise you that the item will be on the October 18<sup>th</sup> agenda.

## IV.

If you have any information that you would like included in the Board's package, we would need to receive it by COB on Wednesday, October 10<sup>th</sup>. If no info for the package, your presentation may be made from the floor.

Please let me know if you will be sending any info for the package.

Regards,  
Jacqueline Wagner

DRAFT  
10/01/12

**SECURITY AGREEMENT AND ASSIGNMENT OF PARIMUTUEL COMMISSIONS  
BETWEEN CALIFORNIA AUTHORITY OF RACING FAIRS  
AND \_\_\_\_\_ FAIR ASSOCIATION**

This SECURITY AGREEMENT (hereinafter referred to as "Agreement") is made as of the first day of \_\_\_\_\_, 2013, by and between the California Authority of Racing Fairs ("CARF") and the \_\_\_\_\_ Fair Association ("Fair"), collectively referred to hereafter as "Parties."

**RECITALS**

WHEREAS, CARF and Fair, as separate legal entities, carry on various activities throughout the year in accordance with the laws, bylaws, and procedures governing each.

WHEREAS, by way of the Amended and Restated Joint Exercise of Powers Agreement ("JPA") executed July 7, 1989, CARF provides necessary services to Member Fairs, by contract or otherwise which may include, but are not limited to; centralized government affairs representation, reports and analysis of the fair and horse racing industry, administration of joint services of CARF including planning, budgeting implementation and fund accounting. These programs include but are not limited to the joint purchase of supplies, materials, services and equipment in the support of the simulcast wagering facilities and programs, racing operations of the Member Fairs and other related activities; and

WHEREAS, in addition to the above services, CARF underwrites racing expenses for Member Fairs that conduct live racing at their facilities ("racing expenses") and from time to time will loan money to Member Fairs for capital projects and other matters that benefit racing operations for the Member Fairs ("loan"); and

WHEREAS, CARF receives payment from Member Fairs by way of payment of member dues ("dues") as well as payment of printing costs for the official program business operated by CARF in southern California ("payments"); and

WHEREAS, pursuant to the JPA, CARF distributes pari-mutuel commissions to Member Fairs; and

WHEREAS, CARF and Fair desire to enter into a memorandum of understanding setting forth a security agreement between Fair and CARF to secure funds owed to CARF by Fair for racing expenses, loans, dues, and payments pursuant to the JPA.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Security Agreement and Assignment of Parimutuel Commissions. As security for the Fair's performance of each and all of its obligations under that certain Secured Promissory Note between the Fair as MAKER and CARF as HOLDER ("Promissory Note"), the Fair hereby grants and assigns to CARF a security interest in the following: At the election of CARF, all pari-mutuel commissions (including satellite wagering revenues and live racing revenues), payable to Fair by CARF, licensed California racing associations, Northern California Off-Track Wagering Inc., Southern California Off-Track Wagering Inc., the California Horse Racing Board, or any other distributor of California pari-mutuel commissions shall be paid to CARF and used to repay any funds owed to CARF by Fair for racing expenses, loans, dues and/or payments and pursuant to the Promissory Note referred to herein.

2. Representations and Covenants. Fair represents and covenants to CARF as follows:

a. The execution and delivery of this Agreement by or on behalf of Fair has been duly authorized by all necessary action of the governing body of Fair, and Fair has obtained such other approvals and consents as are necessary to consummate this Agreement, and

b. Fair shall execute a Promissory Note, a copy of which is attached hereto and incorporated herein as Exhibit "A";

c. Fair will promptly and duly execute and deliver to CARF such documents, instruments and assurances and take such further action as CARF may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of CARF

3. Default. Each of the following shall constitute a default by the Fair hereunder:

a. The occurrence of any default by the Fair under this Agreement, the Promissory Note, or any agreement, document or instrument related to the Promissory Note or this Agreement;

b. If CARF finds any warranty, representation or other statement made or furnished by the Fair hereunder to be untrue or false;

c. The Fair fails to punctually perform and otherwise fulfill or comply with any of its covenants, duties, obligations and responsibilities under this Agreement;

d. The Fair in any other manner breaches or defaults on any of its obligations in this Agreement.

4. Rights and Remedies. On the occurrence of any default hereunder, CARF shall be entitled to :

a. Take or keep possession of the Collateral and protect the same as identified in paragraph 1.

b. Declare any or all amounts owing under the Promissory Note, this Agreement to be immediately due and payable;

c. Exercise any and all other rights and remedies available at law or equity or otherwise to CARF under this Agreement or the Promissory Note.

4. Separation of Entities. CARF and Fair acknowledge and agree that they are separate legal entities, each with their own statutory requirements, bylaws or operating agreements. CARF and Fair further acknowledge and agree that there is a duty on the part of each party not to commingle funds between the two entities.

5. Term. This Security Agreement shall commence on \_\_\_\_\_, and shall continue pursuant to the terms of the JPA and any Promissory Note executed between the parties. .

6. Indemnification. The Fair shall indemnify, defend, save and hold harmless CARF and its officers, directors, employees, agents and each of them, in their individual and Association capacities, from any and all expenses (including attorney fees and costs) arising out of or in any manner connected to this Agreement.

7. Notices. All notices and other communications shall be rendered as follows:

Fair

\_\_\_\_\_  
\_\_\_\_\_

CARF

\_\_\_\_\_  
\_\_\_\_\_

8. Amendments. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.



9. Assignment. This Agreement may not be assigned or transferred by either party to any third party without the prior written consent of the other party.

10. Attorney's Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California for any proceeding arising hereunder.

11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

13. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year set forth above.

DATE: \_\_\_\_\_

CALIFORNIA AUTHORITY OF RACING  
FAIRS

By: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_ FAIR ASSOCIATION

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**  
**PROMISSORY NOTE**

PROMISSORY NOTE  
SECURED BY ASSIGNMENT OF PARIMUTUEL COMMISSIONS

\_\_\_\_\_, California  
\_\_\_\_\_, 2012

1. FOR VALUE RECEIVED, the \_\_\_\_\_ County Fair, by \_\_\_\_\_, General Manager (hereinafter referred to as "MAKER"), promises to pay in lawful money of the United States to the California Authority of Racing Fairs, a California Joint Powers Authority (hereinafter referred to as "HOLDER"), or order, at Sacramento, California, or such other location designated by HOLDER, the principal sum of - \$\_\_\_\_\_ with interest at the Local Agency Investment Fund ("LAIF") rate thereon in like lawful money of the United States no later than \_\_\_\_\_, 20\_\_, said principal and interest to be paid in monthly installments of \_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the first installment of \_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) to be paid on \_\_\_\_\_, 20\_\_ and monthly installments of \_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) to be paid on the same day of each and every month thereafter until \_\_\_\_\_, 20\_\_, on which date, the entire balance of unpaid principal and accrued interest shall be due and payable. It is agreed that each monthly installment, when paid, shall be credited first on interest then due and the remainder on principal, and interest shall thereon cease upon principal so credited.

2. This Promissory Note shall be secured by assignment of that portion of MAKER's future pari-mutuel commissions to HOLDER that equals the principal sum set forth in paragraph 1 above. By this assignment, MAKER expressly authorizes and instructs the California Authority of Racing Fairs, licensed California racing associations, Northern California Off-Track Wagering Inc. (NCOTWInc.) or Southern California Off-Track Wagering Inc. (SCOTWInc.) or the California Horse Racing Board (CHRB) or any other distributor of California parimutuel commissions to distribute MAKER's base allocations of pari-mutuel commissions, up to the entirety thereof, to HOLDER, payable directly to MAKER.

3. MAKER shall have the right to prepay this note, in whole or in part, at any time, without penalty.

4. In the event of default in the payment of any monthly installment, or Maker's failure to perform when due any obligation, covenant or agreement of this Promissory Note or the Security Agreement which secures Maker's performance under this Promissory Note, Holder may accelerate this Promissory Note and demand immediate

payment of all unpaid principal, accrued interest and other amounts to be paid by Maker hereunder.

5. This Promissory Note Secured by Assignment of Parimutuel Commissions shall be binding upon and inure to the benefit of the heirs, successors, executors, and assigns of MAKER and HOLDER. This note may only be amended by written agreement of MAKER and HOLDER.

6. In the event of commencement of suit to enforce payment of this note, or if proceedings are had in bankruptcy (including proceedings for relief from stay), receivership, reorganization or other judicial proceedings for the establishment or collection of any amount to be paid hereunder, MAKER agrees to pay such additional sums as HOLDER'S reasonable attorneys' fees and costs as a court or arbitrator may adjudge reasonable. The jurisdiction and venue for any such action shall be in the Sacramento County Courts, State of California. The amounts due Holder hereunder shall have equal priority with, and be secured by, the Security Agreement and Assignment of Parimutuel Commissions securing this Promissory Note and all such amounts shall bear interest from the date of expenditure at the rate accruing on the principal balance of this Promissory Note.

This Promissory Note shall be governed and construed in accordance with the laws of the State of California.

7. If any provision of this Promissory Note is invalid by operation of any law or interpretation placed thereon by any court having jurisdiction, this Promissory Note shall be construed as not containing such provision and all other provisions of this Promissory Note which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Promissory Note are declared to be severable. However, this Promissory Note and the documentation related hereto are by this reference subject to the limitation that in no event shall interest or any other amount paid or agreed to be paid to holder for the use, forbearance or detention of money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If fulfillment of any provision hereof shall be deemed by a court of competent jurisdiction and final jurisdiction to violate any applicable usury restriction, then ipso facto, the interest rate shall be reduced to the limit of such validity and any amount received in excess of such limit shall be applied to reduce the unpaid principal balance hereof and not to the payment of interest.

8. MAKER specifically agrees that execution, or satisfaction and payment of this Promissory Note Secured by Assignment of Parimutuel Commissions does not waive

any other claims which HOLDER may have against MAKER or in any way limit HOLDER'S right to pursue such claims against MAKER.

9. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be (a) personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this paragraph; or (b) telecopied to the Fax number of the party set forth below. Such notice or communication shall be deemed given when delivered in person, when the telecopy is received or in the case of the mailed notice, at the time of deposit in the United States mail to the addresses shown below:

To HOLDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax# \_\_\_\_\_

With a copy to:

To MAKER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax# \_\_\_\_\_

With a copy to:

IN WITNESS WHEREOF, MAKER has executed this Promissory Note Secured by Assignment of Parimutuel Commissions at \_\_\_\_\_, California, effective as of the date first set forth above.

Date: \_\_\_\_\_, 200\_

\_\_\_\_\_  
\_\_\_\_\_, General Manager,  
("MAKER")  
\_\_\_\_\_ Fair



DRAFT

**CALIFORNIA AUTHORITY OF RACING FAIRS  
PROPOSED LEGISLATIVE PROGRAM 2013**

---

***California Marketing Committee (CMC) - B&P Section 19642 ff.***

- Extend sunset on CMC through January 1, 2019.
- [Prospective: Increase distribution to .35 / .4%]

***CHRIMS - B&P Section 19605.73***

- Require audited parimutuel handle reports from CHRIMS, including ADW handle.
- Re-structure representation on CHRIMS board to include two Thoroughbred association members (North & South) two TOC members (North & South); two Fair satellite members (North & South); one night industry member; total seven.
- Use CHRIMS' funding from California parimutuel handle solely for expenditures on CHRIMS activities in California.
- Options to be discussed.

***Support for Breeders' Cup in California - B&P Section 19605.74***

- Amend Breeders Cup marketing language to allow CMC to allocate SB 1072 purse distributions (2%/3% additional from exotics) for marketing Breeders Cup OR FOR PURSES on Breeders' Cup races. (Requested by management of Breeders' Cup.)

***Racing Dates - B&P Sections... various***

- Summer dates June 1 through October 15 are designated as Fair dates run by Fairs or as combined Fair meeting.
- Parimutuel distributions TBD.

***License Fees***

- Options to be discussed.

***Internet Poker***

- Options to be discussed.

***Sports Wagering***

- Options to be discussed.



**Gilbert Associates, Inc.**  
CPAs and Advisors

October 22, 2012

Mr. Christopher Korby  
Executive Director  
California Authority of Racing Fairs  
1776 Tribute Road, Suite 205  
Sacramento, California 95815

Dear Mr. Korby,

As you are aware, we have performed the financial audits of the California Authority of Racing Fairs (CARF) for the last several years. Our opinion on the financial statements has been qualified due to our inability to apply auditing procedures or place reliance on an independent evaluation of the underlying internal controls and financial information supporting the financial activities of the advanced deposit wagering (ADW) activities. Without any assurance about the internal controls and supporting financial information of the ADW contractors, we have been unable to assess whether the ADW amounts remitted to CARF are accurate. Accordingly, we have had to qualify our opinion with respect to the ADW racing activity.

We recommend that CARF consider requiring all ADW contractors to annually provide CARF a report on their internal controls (referred to as an SSAE 16 Type 2 report) specific to their processing of California satellite wagering. This would provide CARF's management with additional assurance that these companies operate with sound internal controls and that the amounts received from them are accurate.

Yours very truly,

GILBERT ASSOCIATES, INC.  
CPAs and Advisors

Kevin S. Wong, CPA  
Shareholder



# 2013

## JANUARY

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		

## FEBRUARY

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		

## MARCH

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						

## APRIL

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				

## MAY

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	

## JUNE

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						

## JULY

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			

## AUGUST

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	

## SEPTEMBER

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					

## OCTOBER

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

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

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					

**CALIFORNIA AUTHORITY OF RACING FAIRS**  
*Management Services and Contract Administration*  
*for*  
*Live Horse Racing Operations*

---

**Racing Operations**

- CARF works with Racing Fairs on preparation, submission and presentation of CHRB License Applications
- Provides Racing Office computer system (all computer hardware/peripherals) and application software (Equibase) and manages service, technical support and transportation
- Provides and manages Paymaster services, including Paymaster (CARF employee) bank accounts, audits, payment of all purse moneys to owners and all other distributions of payment to various recipients
- Telecommunications: provision of voice, fax and data lines necessary to support racing, totalisator and simulcast operations
- Provides accounting, reconciliation and distribution of all parimutuel commissions, purse, license fees and other distributions
- Coordinates development and management of purse schedule through Fair Circuit in cooperation with Fair Racing Secretaries and Thoroughbred Owners of California
- Provides Supplemental Purse Fund management and accounting
- Provides marketing coordination through circuit
- Manages contracts for daily racing program production, printing and distribution
- Manages Condition Book production and distribution
- Manages contracts and logistics for provision of Jumbo Video Screen

**CALIFORNIA AUTHORITY OF RACING FAIRS**  
*Management Services and Contract Administration*  
*for*  
*Live Horse Racing Operations*

---

**Racing Operations (cont'd)**

- Manages contract for Starting Gate
- Manages contract for Photo Finish
- Total Carbon Dioxide (TCO<sub>2</sub>) testing
- Furnishes electronic timing system with operator
- Oversees TV Replay System for Officials
- Manages provision of Temporary stalls
- Coordinates provision of Mobile offices for racing operations
- Daily, on-site management and oversight of all operations above, along with management, coordination and disposition of other matters that may arise from time to time in the course of conducting racing at Fairs
- Active liaison, representation and advocacy with on-track Stewards and with senior CHRB officials
- Manages consolidated purses' program.

**Contracts with Horsemen's Associations**

- Negotiate contracts with horsemen's associations, as required by statute.
- Thoroughbred Owners of California
- Cal Western Appaloosa
- Pacific Coast Quarter Horse Association
- Arabian Racing Association of California
- Racing Mule Association
- California Thoroughbred Trainers

**CALIFORNIA AUTHORITY OF RACING FAIRS**  
*Management Services and Contract Administration*  
*for*  
*Live Horse Racing Operations*

---

**Labor Agreements**

- Maintains membership in Federation of California Racing Associations to provide representation in racing industry employer group for labor union negotiations.
- Local 280 Pari-Mutuel Employees Guild
- Local 1877 (formerly Local 399) AFL-CIO Service Employees International Union Valets and rec. barn personnel
- Local 495 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of America
- Note: Assist Starters now with Teamsters Local 495 but under separate agreement

**Racetrack Safety and Maintenance Program**

- CARF developed this program and provides management oversight throughout Fair circuit.
- Works with Division of Fairs and Expositions to maintain funding support
- Contracts with Steve Wood, Trackmaster, Inc., to provide expert consultation and oversight of Fair track maintenance
- Carries lease agreements for specialized tractors used for maintaining track surfaces
- Owns and provides custom-built water truck (2001 Sterling).
- Owns and provides rock-picker (added 2003).
-

**CALIFORNIA AUTHORITY OF RACING FAIRS**  
*Management Services and Contract Administration*  
*for*  
*Live Horse Racing Operations*

---

**Racetrack Safety and Maintenance Program (cont'd)**

- Owns or provides harrows, floats, and other miscellaneous equipment required for track maintenance.
- Manages all planning, heavy equipment transportation and logistics
- Provides daily, on-site management, key personnel and oversight
- No direct cost to Racing Fairs.
- Administers Jockey Club Equine Industry Database for CARF member Fairs

**Recruitment Program for Out-of-State Horses**

- Organizes and conducts out-of-state recruitment of horses to run at Northern California Fairs
- Manage payment of incentives
- Track and report on results of Recruitment Program

**Parimutuel Wagering Operations**

- Maintains totalisator contract
- Parimutuel labor contract
- NOTWInc agreement for Northern California simulcast network
- You Bet.com Advanced Deposit Wagering
- TVG Advanced Deposit Wagering
- Xpress Bet Advanced Deposit Wagering
- TwinSpires Advanced Deposit Wagering
- Provides all accounting, reconciliation, banking for ADW wagering operations

**CALIFORNIA AUTHORITY OF RACING FAIRS**  
*Management Services and Contract Administration*  
*for*  
*Live Horse Racing Operations*

---

**Personnel**

- Racing Secretary
- Track Safety and Maintenance Manager
- Morning Fitness Vet
- Veterinarian
- TCO2 Technician
- Track Maintenance Crew Chief
- Horse Ambulance Driver
- Clocker and Timer
- Paymaster
- Program Manager
- Track Announcer
- Stewards' Aide
- Jocks' Room

**Web Site Operation**

- Manages racing Website [www.calfairs.net](http://www.calfairs.net) on behalf of Fairs which conduct live racing
- Contracts with information service providers
- Daily management and administration of racing information provided to racing fans on Website

**CALIFORNIA AUTHORITY OF RACING FAIRS**  
*Management Services and Contract Administration*  
*for*  
*Live Horse Racing Operations*

---

**Simulcast Operations**

- Manages Satellite Transmission and Encryption Services
- Manages TV Production for simulcast coverage
- Manages telecommunications support: provision of voice, fax and data lines necessary to support simulcast operations
- Furnishes back up electrical generators
- Provides accounting, reconciliation, banking for simulcast operations
- NOTWInc contract for Northern California simulcast network
- Manages contracts for out-of-state simulcast sites and distribution of daily racing programs and other simulcast information
- Payment of commissions, purses, license fees and all other distributions from simulcast operations

CK - January 2011

# Racing Fair

Financial

## Highlights 2011



Total Conventional & ADW Handle

**\$123 million**

Revenue Distributed by CARF

**\$26 million**

Total Commissions

**\$5.8 million**

Total Purses

**\$7.4 million**



	Total	STK	PLN	SAC	SR	FER	FNO
<b>Revenue</b>							
Takeout & Other Revenue	26,068,691	1,957,306	6,915,616	4,116,207	7,292,091	1,099,223	4,688,247
<b>Commissions</b>							
Total Commissions	5,822,216	411,663	1,563,929	898,481	1,634,977	283,209	1,029,958
<b>Purses</b>							
Total Purses	7,425,905	645,256	1,983,372	1,232,362	1,989,750	246,953	1,328,213
<b>Distributions</b>							
F&E Fund 19614d/License Fees	212,065	12,724	56,585	25,999	58,771	13,440	44,546
F&E Recapture	32,515	2,004	8,687	5,411	8,920	1,360	6,134
CHRB Support	417,922	26,430	112,245	69,231	114,130	17,403	78,482
Commingle Guest O/S	5,753,952	348,636	1,465,555	803,616	1,731,396	244,866	1,159,882
Interstate Host	818,562	71,889	231,799	134,864	225,751	20,590	133,669
Location Fee	1,435,829	118,078	380,971	247,776	403,238	59,381	226,385
Promotion	138,186	10,549	37,523	23,908	39,274	4,574	22,358
City/County	218,317	15,876	59,561	34,913	61,590	8,211	38,166
Stabling/Vanning	663,281	50,634	180,106	114,757	188,513	21,954	107,319
Equine Lab	66,158	4,811	18,049	10,580	18,664	2,488	11,566
Owners	48,404	3,555	13,140	7,770	13,454	1,926	8,560
Breeders	483,533	36,312	129,869	78,034	133,895	22,949	82,473
CHRIMS	27,637	2,110	7,504	4,782	7,855	915	4,471
Other ADW Distributions	201,488	13,481	47,104	29,628	49,411	17,355	44,509
NCOTW Simulcast Expense Fund	2,302,720	183,299	619,615	394,097	612,504	131,652	361,553





# CALIFORNIA FAIRS SATELLITE NETWORK

## PARI-MUTUEL HANDLE & DISTRIBUTIONS (LIVE & SIMULCAST)

### 1987-2011

*Handle & Distributions Figures Do Not Include Advanced Deposit Wagering (ADW).*

Detailed Distribution Report  
 01/01/1987 -  
 Date Range: 12/31/2011  
 Race Type: All Races  
 Hosts: All Hosts  
 Locations: All Locations  
 Tracks: All Tracks  
 Report By: Location  
 Location Types: California

Location	Handle	License Fee	CHRB Support Fee	F & E	City Tax	Equine	Workers Comp	Satellite Location	Expense Fund	Promotion	Chrims	Van Stable	Proxy Fees	Track	Purses	SB1072	Owners	Breeders Sires	To Out of State Tracks
Anderson	80,326,332	1,735,350	21,782	107,492	259,350	79,876	35,889	1,561,052	2,590,031	375,187	665	477,976	5	3,573,453	3,554,070	11,720	73,688	353,553	485,662
Bakersfield	332,889,862	7,195,451	80,071	286,427	1,078,953	324,000	144,536	6,521,346	11,585,888	1,898,923	3,119	1,870,351	27,400	14,786,473	14,721,231	46,641	253,305	1,432,857	1,560,638
Eureka	50,441,318	1,136,636	1,498	64,349	162,942	49,268	19,097	963,000	1,530,973	239,657	0	282,824	0	2,210,479	2,202,696	0	45,955	221,303	309,455
Ferndale	24,253,924	237,130	12,174	216,928	57,407	17,122	17,917	88,856	270,195	17,584	84	34,457	16	1,811,479	1,933,428	9,984	22,310	102,365	21,031
Fresno	538,571,201	11,525,428	119,225	1,627,752	1,750,322	468,796	207,180	8,371,971	14,577,681	2,180,333	2,722	2,092,976	19,666	27,777,158	28,296,042	71,522	464,513	2,248,679	1,919,004
Fresno Club One	57,316,755	536,659	42,092	40,307	187,477	57,332	62,799	1,139,563	2,208,314	230,978	1,612	422,308	11,622	2,887,194	2,897,736	23,633	34,404	287,018	593,630
Imperial	63,558	1,310	0	0	2	64	0	1,084	1,355	217	0	303	0	2,631	2,593	0	38	293	1,915
Lake Perris	427,495,310	8,809,745	280,714	299,350	1,392,429	427,509	349,298	8,443,556	12,964,749	2,143,619	6,266	2,969,499	32,690	20,302,762	20,177,793	126,913	325,512	2,051,114	2,747,504
Lakeport	100,835	1,281	0	33	0	101	0	1,737	2,522	347	0	608	0	4,258	4,304	0	61	462	2,680
Lancaster	449,439,696	10,276,825	287,994	284,420	1,469,915	449,030	302,550	8,907,423	14,124,713	2,793,460	6,872	3,177,612	51,612	20,600,824	20,448,357	117,243	330,302	2,070,048	2,524,441
Merced	131,242	1,623	0	41	0	131	0	2,309	3,535	462	0	808	0	5,700	5,721	0	81	611	3,377
Mobile Unit	2,578,629	81,157	0	2,675	2,952	2,518	0	50,882	73,558	19,517	0	17,032	0	92,785	90,371	0	2,414	9,890	4,888
Monterey	321,483,483	6,086,931	86,724	293,002	1,043,884	320,172	154,657	6,300,773	11,719,882	1,582,997	3,680	1,602,658	39,355	15,075,852	15,035,434	50,941	257,078	1,412,750	2,171,679
Paso Robles	790,507	16,733	0	108	176	791	0	14,170	17,078	3,045	0	4,087	0	34,178	33,705	0	535	3,652	18,335
Pleasanton	1,439,548,074	26,266,464	532,315	2,927,869	4,676,666	1,338,988	825,038	24,304,043	45,181,546	5,527,227	17,198	7,617,220	158,214	72,998,837	73,974,704	307,418	1,192,543	6,401,708	8,207,819
Pomona	1,715,548,666	38,591,766	1,259,981	4,527,320	5,612,065	1,511,154	1,220,104	25,793,425	39,541,328	6,195,668	27,963	9,659,712	215,284	93,034,165	94,470,984	518,753	1,449,127	7,788,438	8,650,237
Sacramento	1,324,635,197	23,159,271	357,089	1,862,194	2,312,092	1,212,454	704,952	20,763,303	38,722,144	4,802,672	11,743	5,873,365	71,154	71,752,423	71,419,207	183,177	900,007	7,183,355	6,833,502
San Bernardino	1,386,571,292	35,601,264	532,143	819,773	4,534,633	1,384,410	652,918	27,436,466	42,104,794	9,723,308	11,960	9,938,707	65,693	61,023,804	60,350,493	233,765	1,094,863	6,116,804	5,850,656
San Jose	1,100,491,878	18,574,360	418,399	1,063,714	3,580,078	1,097,416	650,709	21,638,622	41,552,108	5,066,391	16,574	6,029,697	207,780	52,105,055	52,182,653	242,133	849,580	4,966,150	7,703,544
San Mateo	256,109,303	837,529	908,765	217,438	840,638	256,111	472,980	5,165,625	9,929,623	954,813	33,624	2,563,299	271,320	12,819,269	12,867,715	528,458	152,083	1,360,120	3,437,649
Santa Barbara	305,518,466	8,556,013	17,756	273,058	495,865	295,272	103,208	6,028,195	8,689,892	1,980,057	0	1,925,164	1,101	13,325,353	13,090,997	0	264,746	1,315,830	1,330,918
Santa Maria	241,413,382	6,252,744	87,383	210,121	787,001	236,904	103,347	4,758,888	6,885,375	1,490,336	1,493	1,611,461	3,326	10,690,951	10,530,839	27,883	203,092	1,072,886	1,140,910
Santa Rosa	661,991,173	13,118,803	186,913	1,961,396	2,153,748	584,091	322,581	9,754,458	18,336,772	2,337,627	5,188	2,798,135	49,600	35,146,399	35,900,668	113,906	560,017	2,841,800	3,024,369
Shalimar (Indio)	296,321,883	7,984,659	107,392	162,512	967,720	295,810	134,188	5,844,043	8,452,383	2,119,676	2,263	2,214,636	1,905	12,914,178	12,730,672	54,849	243,544	1,301,389	1,276,367
Sonora	151,478	2,191	0	19	0	151	0	2,636	3,394	558	0	903	0	6,581	6,671	0	116	680	3,659
Stockton	745,344,897	14,059,003	215,688	1,347,579	2,425,929	695,804	392,985	13,406,071	24,846,497	3,124,640	7,767	3,664,931	89,256	36,579,378	36,825,755	122,654	602,297	3,270,737	4,146,346
Surfside Race Place	2,276,102,789	59,597,875	942,197	988,188	7,427,714	2,273,020	1,073,728	44,893,519	63,720,400	15,498,650	21,001	17,328,335	120,507	99,418,199	97,987,455	403,728	1,897,237	10,185,620	11,833,875
Tulare	125,718,798	2,593,228	40,135	148,980	405,778	125,313	56,532	2,447,118	4,211,680	601,268	1,348	784,119	2,193	5,593,650	5,569,079	24,303	109,921	556,833	778,061
Turlock	177,509,805	2,753,210	95,868	193,246	572,104	177,425	122,780	3,453,798	5,917,010	682,901	3,185	1,331,506	1,785	8,463,774	8,476,923	56,466	151,962	838,700	1,577,598
Vallejo	617,363,414	11,094,894	197,832	1,396,380	1,259,100	561,746	345,063	10,267,781	20,092,206	2,396,382	7,412	3,001,104	99,222	32,261,765	32,731,278	119,662	497,708	2,721,119	3,546,622
Ventura	1,040,507,473	25,678,695	522,770	739,757	3,396,556	1,039,373	529,195	20,559,521	30,709,799	6,600,249	11,347	7,522,199	46,630	47,117,735	46,548,065	205,571	848,722	4,694,887	5,577,424
Victorville	305,484,368	7,090,111	122,268	190,910	998,379	305,229	185,341	6,044,453	9,693,570	1,897,966	2,929	1,999,574	31,993	13,949,882	13,857,336	55,189	223,955	1,392,410	1,638,781
Yuba City	137,875	1,998	0	26	0	138	0	2,329	3,183	501	0	800	0	5,843	5,825	0	111	591	4,032
<b>TOTALS</b>	<b>16,302,352,865</b>	<b>349,456,337</b>	<b>7,477,167</b>	<b>22,253,364</b>	<b>49,851,874</b>	<b>15,587,519</b>	<b>9,189,572</b>	<b>294,932,014</b>	<b>490,264,178</b>	<b>82,487,215</b>	<b>208,014</b>	<b>98,818,367</b>	<b>1,619,331</b>	<b>788,372,463</b>	<b>788,930,799</b>	<b>3,656,513</b>	<b>13,051,827</b>	<b>74,204,650</b>	<b>88,926,609</b>