

**FOOD AND AGRICULTURAL CODE - FAC**

**DIVISION 3. EXPOSITIONS AND FAIRS [3001 - 4703]**

*( Division 3 enacted by Stats. 1967, Ch. 15. )*

**PART 3. DISTRICT AGRICULTURAL ASSOCIATIONS [3801 - 4363]**

*( Part 3 enacted by Stats. 1967, Ch. 15. )*

**CHAPTER 1. Definitions [3801 - 3806]**

*( Chapter 1 enacted by Stats. 1967, Ch. 15. )*

**3801.**

Unless the context otherwise requires, the definitions in this chapter govern the construction of this part.

*(Enacted by Stats. 1967, Ch. 15.)*

**3802.**

“Association” means a district agricultural association which is formed pursuant to this chapter.

*(Enacted by Stats. 1967, Ch. 15.)*

**3803.**

“Board” means the board of directors of an association.

*(Enacted by Stats. 1967, Ch. 15.)*

**3804.**

“Director” means a member of the board of directors of an association.

*(Enacted by Stats. 1967, Ch. 15.)*

**3805.**

“District” means an agricultural district which is formed pursuant to this chapter.

*(Enacted by Stats. 1967, Ch. 15.)*

**3806.**

For the purposes of Article 1 (commencing with Section 4101) of Chapter 6 of this part, “agency” means the Natural Resources Agency.

*(Amended by Stats. 2013, Ch. 352, Sec. 98. (AB 1317) Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)*

## **CHAPTER 2. Boundaries [3851 - 3904]**

*( Chapter 2 enacted by Stats. 1967, Ch. 15. )*

### **3851.**

The state is divided into the agricultural districts which are prescribed by this article.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3852.**

District 1 is the County of Alameda.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3853.**

District 1a is the County of San Mateo and the City and County of San Francisco.

*(Repealed and added by Stats. 1994, Ch. 311, Sec. 14. Effective July 21, 1994.)*

### **3854.**

District 2 is the County of San Joaquin.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3855.**

District 3 is the County of Butte.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3856.**

District 4 is the Counties of Sonoma and Marin.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3856.5.**

District 5 is the City and County of San Francisco.

*(Repealed and added by Stats. 1994, Ch. 311, Sec. 16. Effective July 21, 1994.)*

### **3857.**

(a) District 6 is all that portion of Los Angeles County that is not included in District 48, District 50, and District 51, and, notwithstanding any other provision of this chapter, also includes that portion of Los Angeles County within the boundaries

of the 29th Senatorial District. District 6 shall also be known and designated as Exposition Park.

(b) Existing supplies, forms, insignias, signs, or logos shall not be destroyed or changed as a result of changing the name to Exposition Park, and those materials shall continue to be used until exhausted or unserviceable.

(c) Exposition Park shall have all of the following powers and duties:

(1) To lease, exchange, sell, or otherwise dispose of all property.

(2) To compromise and settle claims of every nature.

(3) To sue and be sued in the same manner and to the same extent as the California Science Center, and the members of the governing body thereof.

*(Amended by Stats. 2018, Ch. 37, Sec. 3. (AB 1817) Effective June 27, 2018.)*

### **3858.**

District 7 is the County of Monterey.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3859.**

District 9 is the County of Humboldt.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3860.**

District 10 is that portion of the County of Siskiyou which is not included in District 10a.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3861.**

District 10a is all that portion of Siskiyou and Modoc Counties which is described as follows:

Beginning at the intersection of west longitude 122 degrees 10 minutes with the Oregon-California boundary line, thence southerly along said line of longitude to north latitude 41 degrees 30 minutes, thence easterly along said line of latitude to the point where it intersects west longitude 121 degrees 10 minutes, thence northerly along said line of longitude to the Oregon state line, thence westerly along said state line to the point of beginning.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3862.**

District 12 is the County of Mendocino.

*(Enacted by Stats. 1967, Ch. 15.)*

**3863.**

District 13 is the Counties of Sutter and Yuba.

*(Enacted by Stats. 1967, Ch. 15.)*

**3864.**

District 14 is the County of Santa Cruz.

*(Enacted by Stats. 1967, Ch. 15.)*

**3865.**

District 15 is all that portion of the County of Kern which is not included in District 53.

*(Amended by Stats. 1973, Ch. 276.)*

**3866.**

District 16 is the County of San Luis Obispo.

*(Enacted by Stats. 1967, Ch. 15.)*

**3867.**

District 17 is the County of Nevada.

*(Enacted by Stats. 1967, Ch. 15.)*

**3868.**

District 18 is the Counties of Mono, Inyo, and Alpine.

*(Enacted by Stats. 1967, Ch. 15.)*

**3869.**

District 19 is all that portion of Santa Barbara County which lies east of Gaviota and south of the Santa Ynez Mountains.

*(Enacted by Stats. 1967, Ch. 15.)*

**3870.**

District 20 is the County of Placer.

*(Enacted by Stats. 1967, Ch. 15.)*

**3871.**

District 21 is the County of Fresno.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3872.**

District 21a is the County of Madera.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3873.**

District 22 is the County of San Diego.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3874.**

District 23 is the County of Contra Costa.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3875.**

District 24 is the County of Tulare.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3876.**

District 24a is the County of Kings.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3877.**

District 25 is the County of Napa.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3878.**

District 26 is the County of Amador.  
*(Enacted by Stats. 1967, Ch. 15.)*

**3879.**

District 27 is the County of Shasta.

*(Enacted by Stats. 1967, Ch. 15.)*

**3880.**

District 28 is the County of San Bernardino.

*(Enacted by Stats. 1967, Ch. 15.)*

**3881.**

District 29 is the County of Tuolumne.

*(Enacted by Stats. 1967, Ch. 15.)*

**3882.**

District 30 is the County of Tehama.

*(Enacted by Stats. 1967, Ch. 15.)*

**3883.**

District 31 is the County of Ventura.

*(Enacted by Stats. 1967, Ch. 15.)*

**3884.**

District 32 is the County of Orange.

*(Enacted by Stats. 1967, Ch. 15.)*

**3885.**

District 33 is the County of San Benito.

*(Enacted by Stats. 1967, Ch. 15.)*

**3886.**

District 34 is that portion of the County of Modoc which is not included in District 10a.

*(Enacted by Stats. 1967, Ch. 15.)*

**3887.**

District 35 is the County of Merced.

*(Enacted by Stats. 1967, Ch. 15.)*

**3888.**

District 35a is the County of Mariposa.  
(Enacted by Stats. 1967, Ch. 15.)

**3889.**

District 36 is the County of Solano.  
(Enacted by Stats. 1967, Ch. 15.)

**3890.**

District 37 is all that portion of Santa Barbara County which is not included in District 19.  
(Enacted by Stats. 1967, Ch. 15.)

**3891.**

District 38 is the County of Stanislaus.  
(Enacted by Stats. 1967, Ch. 15.)

**3892.**

District 39 is the County of Calaveras.  
(Enacted by Stats. 1967, Ch. 15.)

**3893.**

District 40 is the County of Yolo.  
(Enacted by Stats. 1967, Ch. 15.)

**3894.**

District 41 is the County of Del Norte.  
(Enacted by Stats. 1967, Ch. 15.)

**3895.**

District 42 is the County of Glenn.  
(Enacted by Stats. 1967, Ch. 15.)

**3896.**

District 44 is the County of Colusa.

*(Enacted by Stats. 1967, Ch. 15.)*

**3897.**

District 45 is the County of Imperial.

*(Enacted by Stats. 1967, Ch. 15.)*

**3898.**

District 46 is all that portion of the County of Riverside which is not included in District 54.

*(Amended by Stats. 1974, Ch. 693.)*

**3899.**

District 48 is the County of Los Angeles.

*(Amended by Stats. 2007, Ch. 203, Sec. 1. Effective January 1, 2008.)*

**3900.**

District 49 is the County of Lake.

*(Enacted by Stats. 1967, Ch. 15.)*

**3901.**

District 50 is all that portion of Los Angeles County which lies north of the south line of Township 5 North, San Bernardino base.

*(Enacted by Stats. 1967, Ch. 15.)*

**3901.5.**

District 51 is all the portion of Los Angeles City which is described as follows: From a point commencing where the most northerly boundary of the City of Los Angeles intersects with the Golden State Freeway and following on the city boundary in an easterly direction where the boundary first intersects with the boundary of the City of Burbank; thence continuing southeasterly along the Burbank City boundary to its intersection with Barham Boulevard; thence in a southerly direction on Barham Boulevard to its intersection with Cahuenga Boulevard; thence in a southeasterly direction on Cahuenga Boulevard to Mulholland Drive; thence along Mulholland Drive to the Los Angeles City boundary; thence following the Los Angeles City boundary west and northerly until the

boundary intersects with the Los Angeles-Ventura County line, thence following the Los Angeles County line north to the Kern County line, and east to the Golden State Freeway, and thence in a southerly direction on the Golden State Freeway to the starting point at the Golden State Freeway.

*(Amended by Stats. 1989, Ch. 113, Sec. 1.)*

### **3902.**

District 52 is the County of Sacramento.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3903.**

District 53 is all of the portion of Kern County east of the Los Angeles Aqueduct. District 53 shall be known and designated as the Desert Empire Fair, and the fair site shall be near Ridgecrest.

*(Added by Stats. 1973, Ch. 276.)*

### **3904.**

District 54 is all of the portion of Riverside County east of the Coachella Branch of the All-American Canal and east of the line running due north from the northernmost point of that canal.

*(Added by Stats. 1974, Ch. 693.)*

## **CHAPTER 3. Organization and Administration [3951 - 3968]**

*( Chapter 3 enacted by Stats. 1967, Ch. 15. )*

### **3951.**

Fifty or more persons, who are residents of a district, may form an association to be known as and designated as the \_\_\_\_\_ District Agricultural Association, for the following purposes:

(a) Holding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them.

(b) Constructing, maintaining, and operating recreational and cultural facilities of general public interest.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3952.**

Copies of the articles of association shall be filed with the Governor, the Secretary of State, and the department.

*(Enacted by Stats. 1967, Ch. 15.)*

**3953.**

Each association is a state institution.

*(Enacted by Stats. 1967, Ch. 15.)*

**3954.**

Each association by its name has perpetual succession. It may have a seal. An association may sue and be sued, and may do any and all things necessary to carry out the powers and the objects and purposes for which the association is formed.

*(Amended by Stats. 2014, Ch. 342, Sec. 1. (AB 2490) Effective January 1, 2015.)*

**3955.**

Claims against an association shall be presented to the Department of General Services in accordance with Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code.

*(Amended by Stats. 2016, Ch. 31, Sec. 29. (SB 836) Effective June 27, 2016.)*

**3956.**

The officers of the association shall consist of a board of directors of nine members. The directors shall be citizens and residents of the district.

*(Enacted by Stats. 1967, Ch. 15.)*

**3957.**

If two or more counties constitute a district, each county shall be represented on the board by at least two persons who are citizens and residents of such county.

*(Enacted by Stats. 1967, Ch. 15.)*

**3958.**

If, by reason of the formation of a new district, a director in one district becomes a resident of another district, his term of office as director expires 60 days after the formation of the new district.

*(Enacted by Stats. 1967, Ch. 15.)*

**3959.**

The directors shall be appointed by the Governor.

*(Enacted by Stats. 1967, Ch. 15.)*

### 3960.

The term of office of each director, except that of a member of the first board, is four years from the beginning of the term for which he or she is appointed. Any vacancy shall be filled for the unexpired term. However, any director may be removed for cause by the Governor prior to the expiration of the director's term.

*(Amended by Stats. 2014, Ch. 342, Sec. 2. (AB 2490) Effective January 1, 2015.)*

### 3961.

The term of office of each member of the first board shall be so fixed by the Governor that the terms of the directors of such board shall expire in three groups of two, and one group of three, on the 15th day of January of each year following the formation of the association.

*(Enacted by Stats. 1967, Ch. 15.)*

### 3962.

The directors are state officers.

*(Enacted by Stats. 1967, Ch. 15.)*

### 3963.

The directors shall meet at a place within the district and organize by the election of one of their number as president. The term of office of the president shall be one year and until his successor is elected.

*(Enacted by Stats. 1967, Ch. 15.)*

### 3964.

The directors shall also select a secretary, a manager, and a treasurer from among persons who are not members of the board. One person may be the secretary, the manager, and the treasurer. The secretary, manager, and treasurer are state officers.

*(Amended by Stats. 1982, Ch. 126, Sec. 1. Effective March 23, 1982.)*

### 3964.5.

(a) Notwithstanding any other law, a board may form any advisory committee by resolution or any similar formal action.

(b) Meetings of an advisory committee shall be open and public and notice thereof shall be delivered personally or by mail at least 24 hours before the time of the meeting to each person who has requested, in writing, notice of the meeting.

(c) If the advisory committee elects to provide for the holding of regular meetings, it shall provide in its bylaws, or by whatever other rule is utilized by the board for

the conduct of its business, for the time and place for holding regular meetings. No other notice of regular meetings is required.

(d) "Advisory committee", as used in this section, means a committee composed solely of the members of the board which is less than a quorum of the board.

*(Added by Stats. 1989, Ch. 131, Sec. 1.)*

### **3965.**

The board may, with the approval of the department:

(a) Fix the term of office, the amount of bond and salary, and prescribe the duties of the secretary and of the treasurer.

(b) Manage the affairs of the association.

(c) Make all necessary bylaws, rules, and regulations for the government of the association.

(d) Delegate, as it may deem advisable, to its officers or employees any of the powers that are vested in the board under subdivision (b). Any delegation of power may be revoked at any time.

*(Amended by Stats. 2014, Ch. 342, Sec. 3. (AB 2490) Effective January 1, 2015.)*

### **3965.1.**

(a) Notwithstanding Section 3965 or 4051, the board, without prior approval from the department, may arrange for and conduct, or cause to be conducted, or by contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable, except for the following:

(1) Revenue-generating contracts involving hazardous activities, as determined by the department, unless adequate insurance coverage is provided, as determined by the department in consultation with the Department of General Services.

(2) The activities specified in Section 4051.2 and Section 19130 of the Government Code.

(b) This section shall not be construed and is not intended to extend or limit the authority specified in Section 19130 of the Government Code.

*(Amended by Stats. 2014, Ch. 342, Sec. 4. (AB 2490) Effective January 1, 2015.)*

### **3966.**

The board shall annually make to the department such report as such department may direct.

*(Enacted by Stats. 1967, Ch. 15.)*

### **3967.**

Any director who misses three consecutive regular meetings of the board without the permission of the board is deemed to have resigned as a director.

*(Added by Stats. 1970, Ch. 50.)*

### 3968.

Records of the board which are entries in events which are scheduled for future judging and for overnight entries in races on which there is parimutuel wagering prior to such events, judging times, or races, shall not be open to inspection by the public.

*(Amended by Stats. 1969, Ch. 371.)*

## **CHAPTER 4. Fiscal Provisions [4001 - 4005]**

*( Chapter 4 enacted by Stats. 1967, Ch. 15. )*

### 4001.

Any money which is received by any association, other than from the sale of real property or pursuant to a lease, easement, or agreement for the extraction of oil or gas from lands owned or controlled by it, shall be retained and used by the association for its:

- (a) General use and purposes.
- (b) Maintenance.
- (c) Membership in livestock registry associations and fair associations.
- (d) Support and operation.
- (e) Acquisition, installation, maintenance, and operation of recreational and cultural facilities at its fairgrounds.

*(Enacted by Stats. 1967, Ch. 15.)*

### 4002.

The proceeds of the sale of any interest in real property which is owned by any association shall be paid into the Fair and Exposition Fund. The amount which is paid into the fund shall be available for expenditure by the association, with the approval of the department and the State Public Works Board, for any of the following purposes:

- (a) Permanent improvements for fair purposes on the property of the association.
- (b) Purchase of equipment for fair purposes.
- (c) Acquisition or purchase of real property, including costs of appraisal or other incidental costs, to be used as sites for the permanent improvements.

The execution of any lease, easement, or agreement for the extraction of any oil or gas from lands owned or controlled by an association is not a sale of an interest in real property within the meaning of this section.

*(Enacted by Stats. 1967, Ch. 15.)*

### 4003.

Any money which is not expended within three years after being paid into the Fair and Exposition Fund pursuant to Section 4002 shall be added to and become a part of the amount available pursuant to Section 19630 of the Business and Professions

Code for permanent improvements upon the property of the state, citrus, county, or district agricultural associations for fair purposes, or the purchase of equipment for fair purposes, or the acquisition or purchase of real property, including costs of appraisal or other incidental costs, to be used as sites for such permanent improvements, in such amounts as may be allocated by executive order of the Director of Agriculture.

*(Enacted by Stats. 1967, Ch. 15.)*

#### **4004.**

All revenue which is received by any association pursuant to any lease, easement, or agreement for the extraction of oil or gas from any land that is owned or controlled by it shall be paid into the General Fund.

*(Enacted by Stats. 1967, Ch. 15.)*

#### **4005.**

The fiscal year for each association is from January 1 to December 31.

*(Enacted by Stats. 1967, Ch. 15.)*

### **CHAPTER 5. Powers and Duties Generally [4051 - 4061]**

*( Chapter 5 enacted by Stats. 1967, Ch. 15. )*

#### **4051.**

(a) An association may do any of the following:

(1) Contract, in accordance with all of the following:

(A) The written policies and procedures for contracting that are developed and maintained by the board of directors of the association in accordance with this section.

(B) All applicable state laws governing contracts, except as follows:

(i) Any grant or contract entered into by an association for goods is not subject to Chapter 2 (commencing with Section 10290) of Part 2 of Division 2 of the Public Contract Code.

(ii) Any grant or contract entered into by an association is not subject to Chapter 3 (commencing with Section 12100) of Part 2 of Division 2 of the Public Contract Code.

(C) If the estimated total cost of any construction project or similar work carried out under this section exceeds twenty-five thousand dollars (\$25,000), the association shall solicit bids in writing and shall award the work to the lowest responsible bidder or reject all bids. The association is subject to all applicable provisions of the Public Contract Code.

(D) An association may elect to become subject to the provisions of the Uniform Public Construction Cost Accounting Act (Chapter 2 (commencing with Section 22000) of Part 3 of Division 2 of the Public Contract Code) and the Small Business Procurement and Contract Act (Chapter 6.5 (commencing with Section 14835) of

Part 5.5 of Division 3 of Title 2 of the Government Code), but exempt from the reporting requirements noted in subdivision (f) of Section 14838.1 of the Government Code.

(2) Accept funds or gifts of value from the United States or any person to aid in carrying out the purposes of this part.

(3) Conduct or contract for programs, and contract for the purchase or lease of goods that are necessary to effectuate the purposes of this chapter, either independently or in cooperation with any individual, public or private organization, or federal, state, or local governmental agency.

(4) Establish and maintain a bank checking account or other financial institution account, approved by the Director of Finance in accordance with Sections 16506 and 16605 of the Government Code, for depositing funds received by the association. All funds maintained in an account authorized by this paragraph shall be used in accordance with Section 4001.

(5) Approve the annual budget of the association and establish a program for paying vendors who contract with the association.

(6) Contract with any county or county fair association for holding a fair jointly with the county or county fair association. The joint fair is a district fair of the association.

(7) Make or adopt all necessary orders, rules, or regulations for governing the activities of the association. Notwithstanding paragraph (14), any orders, rules, or regulations adopted by the board are exempt from Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. For informational purposes only, however, any order, rule, or regulation adopted by the board may be transmitted to the Office of Administrative Law for filing with the Secretary of State pursuant to Section 11343 of the Government Code.

(8) Operate a payroll system for paying employees, and a system for accounting for vacation and sick leave credits of employees.

(9) Delegate to the officers and employees of the association the exercise of powers vested in the board, as the board may deem desirable, for the orderly management and operation of the association.

(10) With the approval of the Department of General Services, purchase, acquire, hold, sell, or exchange, or convey any interest in real property. Any acquisition of land or other real property shall be subject to the Property Acquisition Law (Part 11 (commencing with Section 15850) of Division 3 of Title 2 of the Government Code).

(11) With the approval of the Department of General Services, make permanent improvements upon publicly owned real property adjacent to, or near the vicinity of, the real property of the association when the improvements materially benefit the property of the association pursuant to Section 11011 of the Government Code.

(12) With the approval of the Department of General Services, lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the board. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years.

(13) Use, manage, or operate any of its property jointly or in connection with any lessee or sublessee, for any purpose approved by the board.

(14) With the approval of the Department of General Services, pledge any revenues, moneys, accounts, accounts receivable, contract rights, and other rights to payment of whatever kind, pursuant to terms and conditions approved by the board. The revenues, moneys, accounts, accounts receivable, contract rights, and other rights to payment of whatever kind pledged by the association or its assignees constitute a lien or security interest that immediately attaches to the property pledged, and is effective, binding, and enforceable against the association, its successors, purchasers of the property pledged, creditors, and all others asserting rights therein, to the extent set forth, and in accordance with, the terms and conditions of the pledge, irrespective of whether those persons have notice of the pledge and without the need for physical delivery, recordation, filing, or further action.

(15) With the approval of the secretary, enter into a joint powers agreement pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code).

(b) In developing the written policies and procedures for contracting, the board shall incorporate the following to apply to contracts or procurement by the association:

(1) To ensure the fullest competition, the board shall adopt and publish competitive bidding procedures for the award of a procurement or contract involving an expenditure of more than one hundred thousand dollars (\$100,000). The competitive bidding procedures shall include, but not be limited to, requirements for submission of bids and accompanying documentation, guidelines for the use of requests for proposals, invitations to bid, or other methods of bidding, and a bid protest procedure. The general manager shall determine whether the goods or services subject to this paragraph are available through existing contracts or price schedules of the Department of General Services. The Legislature finds and declares that fairs are a valuable community resource and recognizes that local businesses and local communities make valuable contributions to fairs that include direct and indirect support of fair programs. The Legislature further finds and declares that local businesses often provide opportunity purchases to local fairs that, for similar things available through the state purchasing program, may be purchased locally at a price equivalent to or less than that available through the state purchasing program. As used in this subdivision, opportunity purchases means purchases made locally, either individually or cooperatively, at a price equal to or less than the price available through the state purchasing program on or off state contract.

(2) The contracting standards, procedures, and rules contained in this subdivision shall also apply with respect to any subcontract involving an expenditure of more than one hundred thousand dollars (\$100,000). The board shall establish, as part of the bidding procedures for general contracts, subcontracting guidelines that implement this requirement.

(3) With the approval of the Department of General Services, pledge any and all revenues, moneys, accounts, accounts receivable, contract rights, and other rights to payment of whatever kind, pursuant to terms and conditions approved by the board. Any issuance of bonds, contracts entered into, debts incurred, settlements, judgments, or liens under this section or pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, shall not directly,

indirectly, or contingently obligate the state or any political subdivision of the state to levy or to pledge any form of taxation therefor or to make any appropriation for their payment. The bond shall contain on its face a statement to the following effect: "Neither the full faith and credit nor the taxing power of the State of California is pledged to the payment of the principal of, or interest on, this bond."

(4) This section shall not apply to Article 1 (commencing with Section 4101) of Chapter 6 of Part 3.

(c) Notwithstanding any other law, an association shall adopt a fiscal review policy as follows:

(1) An association with an annual budget exceeding five million dollars (\$5,000,000) shall conduct an annual audit by an independent certified public accountant or certified public accountancy firm selected by the board.

(2) (A) An association with an annual budget of less than five million dollars (\$5,000,000) shall have its books and accounts examined and reviewed annually and audited once every three years by an independent certified public accountant or certified public accountancy firm selected by the board.

(B) Solely for the 50th District Agricultural Association, which has entered into a joint powers agreement pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code), to manage the responsibilities of the association, the joint powers agency shall be the entity responsible for ensuring that the annual examinations and reviews and the audits required by this paragraph are conducted. If the joint powers agency performs separate audits of the association and the joint powers agency, the joint powers agency shall submit both audits to the department in the manner prescribed in this chapter.

(d) Notwithstanding subdivision (c), the department may require an audit to be conducted before the times specified in paragraphs (1) and (2) of subdivision (c) if the department or the state deems the audit is necessary.

*(Amended by Stats. 2017, Ch. 559, Sec. 1.5. (AB 1351) Effective January 1, 2018.)*

#### 4051.1.

(a) Notwithstanding any other provision of law, in accordance with procedures established by the board, the board may enter into agreements to secure donations, memberships, and corporate and individual sponsorships, and may enter into marketing and licensing agreements for the receipt of money, or services or products in lieu of money, and may employ, or create and participate in an entity, or enter into an agreement with an entity or person to develop, solicit, sell, and service these agreements. The compensation for the entity or person shall be established by the board.

(b) Written notification to the department shall be required prior to creating an entity for the activities described in this section and prior to entering into any agreement for activities described in this section if the agreement exceeds one hundred thousand dollars (\$100,000) in value, exists for a period of greater than two years, or contemplates the building of a permanent structure on fair property. The department may, upon reasonable notice, examine the books and records of any entity created pursuant to this section.

*(Amended by Stats. 2001, Ch. 423, Sec. 3. Effective January 1, 2002.)*

#### **4051.2.**

An association shall not enter into a settlement agreement for an amount greater than one hundred thousand dollars (\$100,000) without the prior approval of the department.

*(Amended by Stats. 2014, Ch. 342, Sec. 7. (AB 2490) Effective January 1, 2015.)*

#### **4052.**

An association shall not lease its racetrack for running races of horses to any private person, firm, or corporation, except to a national or international exposition or its affiliated corporations or associations for the period of time which is now permitted by law for fairs.

*(Amended by Stats. 1967, Ch. 1579.)*

#### **4054.**

(a) If the board of an association, by resolution adopted by vote of two-thirds of all its members, finds and determines that the public interest and necessity require the acquisition of any building or improvement that is situated on property that is owned by the association, in trust or otherwise, or of any outstanding rights to that property, with the approval of the department and the association, the building, improvement, or outstanding rights may be acquired by eminent domain pursuant to the Property Acquisition Law (Part 11 (commencing with Section 15850) of Division 3 of Title 2 of the Government Code).

(b) The use by the association of its property shall be considered a more necessary public use than the use of the property by any grantee, lessee, or licensee for the purposes that are specified in Section 4051.

(c) Notwithstanding Article 5 (commencing with Section 25450) of Chapter 5 of Division 2 of Title 3 of the Government Code, or Sections 10108 and 10308 of the Public Contract Code, the board of an association or governing board of a county fair, by resolution adopted by vote of two-thirds of all its members, may purchase materials and lease equipment for not in excess of twenty thousand dollars (\$20,000) when the purchase or lease is made in conjunction with donated labor construction improvements on the grounds of the association or the county fairgrounds, respectively.

*(Amended by Stats. 2006, Ch. 538, Sec. 197. Effective January 1, 2007.)*

#### **4055.**

Associations, by majority vote of their respective boards, may cooperate in the holding of a fair in any of the districts.

*(Enacted by Stats. 1967, Ch. 15.)*

#### 4056.

An association may pay membership fees, and join and participate in the affairs of any organization which has the following purposes:

- (a) Interchange of information that relates to livestock, poultry, and other agricultural animals and products.
- (b) Conduct and management of fairs.
- (c) Conducting of horseracing meetings.

An association may also pay membership fees, join and participate in affairs of any similar organization that deals with subjects that are related to powers and duties of the association.

*(Enacted by Stats. 1967, Ch. 15.)*

#### 4057.

The state is not liable for any action, obligation, commitment, contract, or premium that is offered, or award that is made, by any association.

*(Amended by Stats. 2014, Ch. 342, Sec. 9. (AB 2490) Effective January 1, 2015.)*

#### 4058.

(a) Notwithstanding Section 4052, the California Exposition and State Fair, a district agricultural association fair, or county fair in the northern zone, with the approval of the Department of Food and Agriculture, may form an entity for conducting combined fair horseracing meetings and utilize their racing facilities for conducting horseracing meetings, with parimutuel wagering, on days other than the days on which general fair activities are conducted. A combined fair horseracing meeting pursuant to this section shall be a general fair activity for the purpose of Section 19549 of the Business and Professions Code.

(b) The association shall designate certain days of a mixed breed meeting held pursuant to this section as charity days with the proceeds therefrom to be distributed in accordance with Sections 19550 and 19556 of the Business and Professions Code.

(c) The association shall encourage the racing of emerging breeds of horses.

*(Amended by Stats. 1996, Ch. 741, Sec. 3. Effective January 1, 1997.)*

#### 4059.

(a) (1) Notwithstanding any other provision of law, the Department of Food and Agriculture shall develop criteria to be used, subject to the approval of the Department of General Services, for the disposal of property by a district agricultural association and the California Exposition and State Fair.

(2) As used in this section, "disposal of property" means the sale of equipment, materials or other forms of personal property no longer necessary to effectuate the purposes of the fair and that do not exceed an estimated fair market value of fifty thousand dollars (\$50,000).

(b) The board of the district agricultural association or California Exposition and State Fair shall, prior to the disposal of property, as defined in this section, first be required to determine, through the Department of Food and Agriculture, if the property can be used by another fair in the California Fair Network or other state agency or department. If determined that such use is not possible, the board of the district agricultural association or California Exposition and State Fair shall sell the property to the buyer that submits the highest bid.

(c) The regular department audit of district agricultural associations shall confirm the source of funds of any disposed property and compliance with the criteria developed under this section for the disposal of property.

(d) The adoption of the criteria developed pursuant to this section shall relieve a district agricultural association and the California Exposition and State Fair of any requirements to abide by the provisions of the State Administrative Manual which may apply to disposal of property developed by the Department of General Services.

*(Added by Stats. 2007, Ch. 346, Sec. 1. Effective January 1, 2008.)*

#### 4060.

(a) Any compensation to any officer or employee of the state by any nonprofit corporation formed exclusively to aid and assist an association, as provided for in Section 18000.5 of the Government Code, shall be approved by the Division of Fairs and Expositions prior to payment. The nonprofit corporation shall notify the division of the compensation.

(b) The department shall, during regular audits, review the payments from the nonprofit corporation to any state employees and those state employees' responsibilities to the nonprofit corporation. The financial information from the nonprofit corporation shall be made available to the department for the audit. Any compensation shall be justified by related work that is not the normal responsibility of the state officer or employee through his or her employment by an association, including his or her normal duties and working hours. The audit shall also determine if any board member serving on an association is also serving on the board of directors of the related nonprofit corporation and determine if there are any conflicts of interest regarding the payment to the association employees. The audit shall also determine if any officer or employee is receiving compensation from the nonprofit corporation in violation of subdivision (c).

(c) Pursuant to Section 1090 of the Government Code, a state officer or employee of an association shall not be compensated by the nonprofit corporation when that state officer or employee acts in an official capacity with regard to any contract made with the nonprofit corporation.

*(Added by Stats. 2008, Ch. 452, Sec. 1. Effective January 1, 2009.)*

#### 4061.

(a) Notwithstanding any other law, a district agricultural association shall not be required to prepare or submit any written report to the Governor, the Legislature, or a state agency except as follows:

- (1) The report is required by a court or under federal law.
  - (2) The report is required in the Budget Act.
  - (3) The report is required by the secretary.
  - (4) The Legislature expressly requires a district agricultural association to prepare and submit a report.
  - (5) The annual reporting of real property information required pursuant to Section 11011.15 of the Government Code.
  - (b) This section shall not be construed and is not intended to extend or limit the provisions of the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).
- (Amended by Stats. 2015, Ch. 25, Sec. 2. (SB 84) Effective June 24, 2015.)*

## **CHAPTER 6. Provisions Regarding Particular Associations [4101 - 4210]**

*( Chapter 6 enacted by Stats. 1967, Ch. 15. )*

### **ARTICLE 1. California Science Center [4101 - 4108]**

*( Heading of Article 1 amended by Stats. 1996, Ch. 841, Sec. 4. )*

#### **4101.**

- (a) The Sixth District Agricultural Association shall also be known as Exposition Park. It is in the Natural Resources Agency and is deemed to be a tax-exempt organization as an instrumentality of this state in accordance with Section 23706 of the Revenue and Taxation Code.
- (b) All of the following shall apply to Exposition Park:
  - (1) The Board of Directors of the Sixth District Agricultural Association shall be the Board of Directors for Exposition Park and for the California Science Center, except with respect to those matters delegated to the Exposition Park Manager pursuant to Section 4108 or the Board of Directors of the California African American Museum pursuant to Section 4104.
  - (2) Property or other interests presently held in title by the Sixth District Agricultural Association, also known as the California Science Center, except as detailed in paragraph (3), shall vest in Exposition Park on behalf of the State of California.
  - (3) Upon the effective date of the change in name referred to in subdivision (a), there shall be deemed located within Exposition Park an entity referred to as the California Science Center, which shall include the Samuel Oschin Space Shuttle Endeavour Display Pavilion; the 3D IMAX Theater; the Dr. Theodore T. Alexander, Jr. Science Center School; the Wallis Annenberg Building; Phase I and Phase II of the California Science Center; and any additional construction developed pursuant to Phase III of the Master Plan developed and approved for Exposition Park, including any development authorized pursuant to Sections 4103 and 4103.5. The California Science Center shall manage, lease, and dispose of the property identified in this paragraph consistent with existing state law, in coordination with the Exposition Park Manager, and with approval of the Exposition Park Board, and all contracts or other agreements for this property that identify the California Science Center as the contracting party.

(4) Notwithstanding Section 3964, the Exposition Park Manager appointed pursuant to Section 4108 shall be considered the executive director and manager of the board of directors of Exposition Park, except that the executive director of the California Science Center shall be considered the executive director and manager of the board of directors for matters within the sole jurisdiction of the California Science Center.

(5) Consistent with Section 4060, and all other applicable state law, a state officer or employee of the Sixth District Agricultural Association, including any officer or employee of any state entity located in Exposition Park, shall not accept any compensation from any nonprofit organization for work performed in part or in full without prior written approval from the Secretary of the Natural Resources Agency.

*(Amended by Stats. 2018, Ch. 37, Sec. 4. (AB 1817) Effective June 27, 2018.)*

#### **4101.2.**

(a) Notwithstanding any other law, the California Science Center, with the approval of the Director of General Services and the Secretary of the Natural Resources Agency, may enter into a long-term lease agreement, not to exceed 40 years, with terms and conditions determined by the Director of General Services to be in the best interest of the state, with the Los Angeles Unified School District to convert the Armory, also known as the Wallis Annenberg Building, and surrounding land in or near Exposition Park to a demonstration mathematics and science-based school.

(b) For the purposes of carrying out subdivision (a), all of the following requirements apply:

(1) Plans shall be developed by the Los Angeles Unified School District for the conversion described in subdivision (a).

(2) The Los Angeles Unified School District shall demonstrate to the Director of General Services that it has sufficient funds, from sources other than the California Science Center, to complete the conversion.

(3) The Los Angeles Unified School District shall give attention to the historical preservation of the Armory, also known as the Wallis Annenberg Building, in developing plans and completing the conversion.

(4) All lease documents necessary to complete the conversion shall be approved by the Director of General Services before their execution.

*(Amended by Stats. 2018, Ch. 37, Sec. 5. (AB 1817) Effective June 27, 2018.)*

#### **4101.3.**

(a) Notwithstanding any other law, the California Science Center is hereby authorized to enter into a site lease with the California Science Center Foundation, a California Nonprofit Corporation, with the approval of the Natural Resources Agency, the Department of Finance, and the Department of General Services, for the purpose of the foundation developing, constructing, equipping, furnishing, and funding the project known as Phase II of the California Science Center. The overall construction cost and scope shall be consistent with the amount authorized in the Budget Act of 2002, provided that nothing in this section shall prevent the foundation from expending additional nonstate funds to complete Phase II provided

that the additional expenditures do not result in additional state operation and maintenance costs. Any additional expenditure of nonstate funds by the foundation shall not increase the state's contribution.

(b) For the purpose of carrying out subdivision (a), all of the following shall apply:

(1) In connection with the development described in subdivision (a), above, the foundation may, in its determination, select the most qualified construction manager/general contractor to oversee and manage the work and prepare the competitive bid packages for all major subcontractors to be engaged in the construction of Phase II Project. Any construction manager/general contractor selected shall be required to have a California general contractor's license.

(2) Before commencement of construction of the Phase II Project, the California Science Center shall enter into a lease-purchase agreement upon approval by the Department of Finance with the foundation on terms that are compatible with the Phase I Project financing. The term of the lease-purchase agreement shall be a term not to exceed 25 years. Lease payments on behalf of the state shall be commensurate with the twenty-two million nine hundred forty-five thousand two hundred sixty-three dollars (\$22,945,263), (nineteen million one hundred thirty-seven thousand dollars (\$19,137,000) plus 19.9 percent augmentation authority) construction cost allocation of the state. Lease payments may also include any cost of financing that the foundation may incur related to tax-exempt financing. The California Science Center shall be authorized to direct the Controller to send the rental payments under the lease-purchase agreement directly to the foundation's bond trustee.

(3) The foundation shall ensure that the Phase II Project is inspected during construction by the state in the manner consistent with state infrastructure projects. The foundation shall also indemnify and defend and save harmless the Department of General Services for any and all claims and losses accruing and resulting from or arising out of the foundation's use of the state's plans and specifications. The foundation and the California Science Center, upon consultation with the Director of General Services and the Department of Finance, shall agree on a reasonable level of state oversight throughout the construction of the Phase II Project in order to assist the foundation in the completion of the project within the intended scope and cost.

(4) At the end of the term of the site lease and the lease-purchase agreement unencumbered title to the land and improvements shall return to the state with jurisdiction held by Exposition Park and the facilities managed by the California Science Center on behalf of Exposition Park.

*(Amended by Stats. 2018, Ch. 37, Sec. 6. (AB 1817) Effective June 27, 2018.)*

#### 4101.4.

(a) The Legislature finds and declares that the operation of the California Science Center may require individual skills not generally available in state civil service to support specialized functions, such as exhibit maintenance, and educational and guest services programs, including animal care and horticulture.

(b) Notwithstanding any other provision of law, the California Science Center may enter into a personal services contract or contracts with the California Science

Center Foundation without a competitive bidding process. These contracts shall be subject to approval by the Natural Resources Agency and the Department of General Services and be subject to all state audit requirements.

*(Amended by Stats. 2013, Ch. 352, Sec. 99. (AB 1317) Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)*

#### **4102.**

Exposition Park, with the approval of the Natural Resources Agency, may build, construct, and maintain and operate a stadium or any arena, pavilion, or other building that is to be used for the holding of sports events, athletic contests, contests of skill, exhibitions, spectacles, and other public meetings. It may lease, let, or grant licenses for the use of that stadium, arena, pavilion, or other building, with the approval of the Natural Resources Agency.

*(Amended by Stats. 2018, Ch. 37, Sec. 7. (AB 1817) Effective June 27, 2018.)*

#### **4103.**

The California Science Center, in consultation with the Exposition Park Manager, may establish an air and space center in its building at Exposition Park in the City of Los Angeles.

*(Amended by Stats. 2018, Ch. 37, Sec. 8. (AB 1817) Effective June 27, 2018.)*

#### **4103.5.**

(a) (1) The California Science Center may enter into one or more agreements or leases with the California Science Center Foundation, a California nonprofit public benefit corporation, with the approval of the Natural Resources Agency, the Department of Finance, and the Department of General Services, for the purpose of developing, designing, constructing, equipping, furnishing, operating, and funding the project known as the Phase III Project of the California Science Center, which is located adjacent to or contiguous with the existing Phase I Project and Phase II Project of the California Science Center in Exposition Park. Those agreements and leases shall include a site lease of the land on which the Phase III Facilities are to be constructed with the California Science Center Foundation for a nominal payment, and a lease-purchase agreement pursuant to which the California Science Center shall lease and acquire the Phase III Facilities from the California Science Center Foundation. The site lease and the lease-purchase agreement shall be for a term ending 30 years after the later of October 1, 2022, or the date on which the Phase III Facilities are certified available for use and occupancy. The lease payments on behalf of the state shall be two million four hundred thirty thousand dollars (\$2,430,000) per year for the term of the lease-purchase agreement, commencing on the later of October 1, 2022, or the date on which Phase III Facilities are certified available for use and occupancy.

(2) Before entering into any agreement or lease with the California Science Center Foundation relating to the Phase III Project, the California Science Center shall

have approval for the Phase III Project from the Natural Resources Agency and the Department of Finance.

(3) All agreements or leases entered into between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall be on terms compatible with the financing arrangements that exist on the Phase I Project and Phase II Project. The entire design and construction cost of the Phase III Project shall be the sole responsibility of the California Science Center Foundation. Except for the lease payments contemplated in paragraph (1), any agreement or lease entered into between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall not contain terms, either directly or indirectly, that obligate the California Science Center, Exposition Park, or the state to pay or repay any debt issuance or other financing that may be associated with the Phase III Project.

(4) Except for the site lease and the lease-purchase agreement described in paragraph (1), the agreements or leases entered into between the California Science Center and the California Science Center Foundation relating to the Phase III Project may have a term of up to 50 years. The California Science Center Foundation shall agree not to enter into any third-party donation, grant, or funding arrangement that limits or restricts the use or purpose of the Phase III Project beyond the agreement or lease duration as authorized in this section.

(5) All agreements or leases entered into between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall contain a provision that the California Science Center Foundation agrees to indemnify, defend, and save harmless the state from any and all claims and losses arising out of the design and construction of the Phase III Project to the same extent the state is customarily indemnified by its architects, engineers, and contractors in connection with state infrastructure projects of similar type and scope.

(6) The scope of the Phase III Project shall be consistent with the Exposition Park Master Plan and may include the demolition of existing administration buildings and other ancillary state facilities. The Phase III Project shall be developed in a manner that is consistent with the state's climate change goals and the Green Building Action Plan, and complies with the requirements of Executive Order No. B-18-12, including, but not limited to, meeting the LEED Silver and other requirements for new or major renovated state buildings. The scope of the Phase III Project shall be consistent with the plans and specifications as approved by the Office of the State Fire Marshal and the Division of the State Architect in November 2016.

(b) For the purpose of carrying out subdivision (a), all of the following shall apply:

(1) All contracts in connection with the design, construction, and installation of the Phase III Project shall be contracts entered into by the California Science Center Foundation, and notwithstanding any other law, shall not be subject to state procurement law or law pertaining to state contracts.

(2) The California Science Center Foundation shall, and shall cause its contractors to, coordinate construction activity associated with the Phase III Facilities with the Exposition Park Manager and shall ensure the construction activity is carried out in a manner that complies with all existing leases and other commitments of the state with respect to Exposition Park and limits the impact on the tenants in and visitors to Exposition Park. Significant aspects of construction activity such as staging,

parking, and security shall be subject to the prior review and approval of the Exposition Park Manager. Any agreements or leases between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall obligate the California Science Center Foundation to reimburse the state for any lost revenue of the state while the Phase III Project is under construction to the extent resulting from the lost use of any area of Exposition Park other than the area approved to be occupied by the Phase III Facilities pursuant to the schematic design approved by the board of directors of the California Science Center on July 23, 2014, as may be revised from time to time by agreement between the parties thereto and with the approval of the Natural Resources Agency and the Department of Finance. Before the commencement of any construction of the Phase III Facilities, including, but not limited to, any related demolition of existing structures, the California Science Center Foundation and the Exposition Park Manager shall meet and confer in order to develop a construction schedule that shall not interfere with any previously scheduled events on the Exposition Park property. After the development of that construction schedule, the Exposition Park Manager shall coordinate any future event scheduling that could affect the construction of the Phase III Facilities with the California Science Center Foundation and its construction schedule. Any agreements or leases between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall obligate the California Science Center Foundation to coordinate its construction schedule with the Exposition Park Manager with respect to special events planned on Exposition Park property. Any agreements or leases between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall also obligate the California Science Center Foundation to indemnify, defend, and save harmless the state from any and all claims and losses resulting from any failure of the California Science Center Foundation to adhere to its construction schedule, as that schedule may be revised from time to time in consultation with the Exposition Park Manager, or to coordinate its construction schedule with the Exposition Park Manager with respect to special events planned on Exposition Park property, except, in each case, to the extent resulting from the failure of the Exposition Park Manager to coordinate any events planned in Exposition Park that could affect the construction with the California Science Center Foundation and its construction schedule.

(3) The California Science Center Foundation shall ensure the Phase III Facilities are inspected during construction by the state in a manner consistent with state infrastructure projects. Before commencement of construction, the California Science Center Foundation and the California Science Center, upon consultation with the Department of General Services, the Natural Resources Agency, and the Department of Finance, shall agree on a reasonable level of state oversight throughout the construction of the Phase III Facilities to ensure the approved project scope is maintained, that initial estimates regarding long-term operation and maintenance obligations remain accurate, and that all project requirements are met.

(4) Any agreements or leases between the California Science Center and the California Science Center Foundation relating to the Phase III Project shall provide that, upon completion and certification that the Phase III Facilities are available for use and occupancy, the ownership and operation of the Phase III Facilities shall be

under the control of the California Science Center with respect to the building and any museum-related structures and Exposition Park with respect to the other structures and the adjacent plazas and landscaping, provided that, during the term of the site lease and the lease-purchase agreement, title to the Phase III Facilities operated by the California Science Center shall be held by the California Science Center Foundation, and at the end of the term of the site lease and the lease-purchase agreement, unencumbered title to the Phase III Facilities shall transfer to the state with jurisdiction held by the California Science Center in accordance with the lease-purchase agreement.

(5) Notwithstanding any other law, including, but not limited to, Section 11007 of the Government Code, the California Science Center may consult with the Department of General Services for the procurement of property insurance, including fire, lightning, and extended coverage insurance, on the Phase III Facilities, subject to reasonable deductibles, provided the insurance is available on the open market from reputable insurance companies at a reasonable cost.

(c) For purposes of this section, the following terms have the following meanings:

(1) "Phase III Facilities" shall mean all buildings, structures, and plazas and landscaping adjacent to those buildings and structures constructed by the California Science Center Foundation as part of the Phase III Project of the California Science Center. "Phase III Facilities" shall not include exhibit elements and artifacts and the temporary space shuttle display pavilion.

(2) "Phase III Project" shall mean the development, design, construction, equipping, furnishing, operation, and funding of the Phase III Facilities, as well as all exhibit elements.

*(Amended by Stats. 2018, Ch. 37, Sec. 9. (AB 1817) Effective June 27, 2018.)*

#### **4104.**

(a) The Legislature hereby finds and declares that there is a need for a state repository dedicated to the diverse contributions of African Americans to the history and culture of this state and the nation.

(b) The California African American Museum is a part of Exposition Park and coexists with the California Science Center.

(c) The California African American Museum is governed by a seven-member board of directors. The Governor shall appoint the seven members, at least four of whom shall reside within the boundaries of the 6th Agricultural District. In addition, the Senator representing the Senate district in which the California African American Museum is located and the Assembly Member representing the Assembly district in which the museum is located shall be ex officio nonvoting members of the board. The two legislative ex officio nonvoting members of the board shall participate in the activities of the board to the extent that their participation is not incompatible with their respective positions as Members of the Legislature. The appointees of the Governor shall be appointed to four-year terms with the initial terms of appointment expiring as follows: one term expiring January 1, 1984, one term expiring January 1, 1985, one term expiring January 1, 1986, and one term expiring January 1, 1987. The person appointed to the Advisory Board of the California Museum of African American History and Culture by the Board of

Directors of the California Science Center before the amendments made to this section by Chapter 1439 of the Statutes of 1987 shall serve on the Board of Directors of the California African American Museum until the Governor makes the fifth appointment authorized pursuant to those amendments. The fifth appointment made to the board shall serve a term expiring on January 1, 1990, the sixth appointment shall serve a term expiring on January 1, 1991, and the seventh appointment shall serve a term expiring on January 1, 1992.

(d) The Board of Directors of the California African American Museum shall have the sole authority, subject to existing state laws, regulations, and procedures, to determine how funds that have been appropriated and duly allocated by the Legislature and the Governor for support of the museum shall be expended. The board also shall have the sole authority, subject to existing state laws, regulations, and procedures, to contract with any state agency, institution, independent contractor, or private nonprofit organization that the board determines to be appropriate and qualified to assist in the operation of the museum. The board shall further have authority to establish the operations, programs, activities, and exhibitions of the California African American Museum. The Board of Directors of the California African American Museum shall be solely responsible for the actions taken and the expenditures made by the staff of the California African American Museum in the scope and course of their employment.

(e) The Board of Directors of the California African American Museum shall appoint an executive director, who shall be exempt from civil service, and any necessary staff to carry out the provisions of this section, who shall be subject to the State Civil Service Act (Part 2 (commencing with Section 18500) of Division 5 of Title 2 of the Government Code). The California African American Museum shall submit its annual budget request directly to the Natural Resources Agency. The California African American Museum may accept grants, contributions, and appropriations from federal, state, local, and private sources for its operation.

(f) The California African American Museum shall preserve, collect, and display samples of African American contributions to the arts, sciences, religion, education, literature, entertainment, politics, sports, and history of the state and the nation. The enrichment and historical perspective of that collection shall be made available for public use and enjoyment.

(g) The California African American Museum shall use stationery and other supplies of the former museum and shall phase in the name change with existing resources.

*(Amended by Stats. 2018, Ch. 37, Sec. 10. (AB 1817) Effective June 27, 2018.)*

#### **4105.**

Notwithstanding any other law, from December 14 to December 21, inclusive, of any year, a state entity shall not charge parking fees for the parking facilities surrounding the Los Angeles Memorial Coliseum when an event is being held at the facilities of the museum by a private nonprofit charitable organization for the purpose of collection and distribution of toys and food.

*(Amended by Stats. 2018, Ch. 37, Sec. 11. (AB 1817) Effective June 27, 2018.)*

4106.

(a) Exposition Park shall work with the Los Angeles Memorial Coliseum Commission, the City of Los Angeles, and the County of Los Angeles to develop additional parking facilities in Exposition Park to the extent necessary to allow for expansion of the park.

(b) Exposition Park shall manage or operate its parking facilities in a manner that preserves and protects the interests of the California Science Center and the California African American Museum and recognizes the cultural and educational character of Exposition Park.

(c) The Exposition Park Improvement Fund is hereby created in the State Treasury. All revenues received by Exposition Park from its parking facilities, from rental of state facilities, or from other business activities shall be deposited in the Exposition Park Improvement Fund.

(d) The moneys in the Exposition Park Improvement Fund may only be used, upon appropriation by the Legislature, for improvements to Exposition Park, including, but not limited to, maintenance of existing state facilities, replacement of state equipment, supplies and wages expended to generate revenues from rental of state facilities, development of new parking facilities, and acquisition of land within or adjacent to Exposition Park.

(e) (1) The Legislature hereby finds and declares that there is a need for development of additional park, recreation, museum, and parking facilities in Exposition Park. The Legislature recognizes that the provision of these needed improvements as identified in the Exposition Park Master Plan may require the use of funds provided by other governmental agencies or private donors.

(2) Exposition Park may accept funds from other governmental agencies or private contributions for the purpose of implementation of the Exposition Park Master Plan. The private contributions and funds from governmental agencies other than state governmental agencies shall be deposited in the Exposition Park Improvement Fund in the State Treasury and shall be available for expenditure without regard to fiscal years by Exposition Park for implementation of the Exposition Park Master Plan. Funds from other state governmental agencies shall be deposited in the Exposition Park Improvement Fund and shall be available for expenditure, upon appropriation, by Exposition Park for implementation of the Exposition Park Master Plan. However, any expenditure is not authorized sooner than 30 days after notification in writing of the necessity therefor to the chairperson of the committee in each house of the Legislature that considers appropriations and the Chairperson of the Joint Legislative Budget Committee, or not sooner than whatever lesser time as the chairperson of the joint committee, or his or her designee, may in each instance determine. Neither the City of Los Angeles nor the County of Los Angeles shall impose any tax upon tickets purchased authorizing the use of parking facilities owned by Exposition Park.

*(Amended by Stats. 2018, Ch. 37, Sec. 12. (AB 1817) Effective June 27, 2018.)*

**4107.**

Notwithstanding any other provision of law, a Member of the Legislature representing any district in Los Angeles County may be appointed as a director of the California Science Center.

*(Amended by Stats. 1996, Ch. 841, Sec. 11. Effective January 1, 1997.)*

**4108.**

There shall be established in Exposition Park the position of Exposition Park Manager to be filled by a person appointed by the Governor for the purpose of managing, scheduling, and administering all park-related events, including, but not limited to, oversight for the police and security services of the park.

(a) The Exposition Park Manager may appoint the following persons:

(1) The chief, assistant chief, and the security and public safety leadership of Exposition Park, who shall have the powers of peace officers as specified in Section 830.3 of the Penal Code, and who shall work in consultation and under contract with the Exposition Park Manager.

(2) Other safety officers who shall have the powers of arrest as specified in Section 830.7 of the Penal Code.

(b) The officers appointed pursuant to subdivision (a) shall provide police and security services to keep order and to preserve the peace and safety of persons and property at the California Science Center, California African American Museum, and all other facilities in Exposition Park on a year-round basis, in coordination with the direction or information provided by the Exposition Park Manager.

(c) The Exposition Park Manager, in consultation with the Natural Resources Agency and the Department of General Services, shall approve the leasing, construction, or alteration of existing facilities within Exposition Park. The executive director of the California Science Center and the executive director of the California African American Museum, in consultation with the Natural Resources Agency and the Department of General Services, shall approve the leasing, construction, or alteration of their respective museum facilities. All actions taken pursuant to this subdivision shall only occur upon approval or delegation of authority by the respective board of directors.

*(Amended by Stats. 2018, Ch. 37, Sec. 13. (AB 1817) Effective June 27, 2018.)*

**ARTICLE 2. 1-A District Agricultural Association [4131- 4131.]**

*( Article 2 enacted by Stats. 1967, Ch. 15. )*

**4131.**

The City and County of San Francisco may appropriate and pay over to the 1-A District Agricultural Association for the general uses and purposes of the association such sums of money as the city and county may determine.

*(Enacted by Stats. 1967, Ch. 15.)*

### **ARTICLE 3. 22nd District Agricultural Association [4155 - 4157]**

*( Article 3 enacted by Stats. 1967, Ch. 15. )*

#### **4155.**

The 22nd District Agricultural Association may expend up to seven hundred fifty thousand dollars (\$750,000) annually for the operation of a fair pursuant to Section 4001 for the purposes enumerated therein from funds received by the district from a lease of district property for horse racing purposes. Any funds thereby received by the district in excess of this seven hundred fifty thousand dollars (\$750,000) may be expended in furtherance of the master plan developed pursuant to Section 4156. Any of these funds that are not expended in this manner, or accumulated to be expended in furtherance of the master plan, including the amortization of revenue bonds, shall be transferred by the district to the General Fund upon executive order of the Director of Food and Agriculture.

*(Amended by Stats. 1999, Ch. 370, Sec. 2. Effective January 1, 2000.)*

#### **4156.**

The State Race Track Leasing Commission shall prepare a master plan for the long-range comprehensive development and improvement of, and construction upon, the property of the 22nd District Agricultural Association. Such plan shall prescribe the amounts which may be expended for the various features of the plan, the period authorized for the completion of each such feature, and the terms of any revenue bond financing undertaken with respect to such plan. Such plan is subject to amendment by the commission.

*(Added by Stats. 1967, Ch. 1579.)*

#### **4157.**

The Director of Finance may enter into an agreement prior to September 1, 1976, with the State Race Track Leasing Commission and the 22nd District Agricultural Association to commit the state to advance to the Architecture Revolving Fund a sum of not to exceed six hundred thousand dollars (\$600,000), if needed, for the construction of improvements at Del Mar Race Track as described in work order AFD 410 of the Office of Architecture and Construction. Any such commitment shall be deemed, with respect to the project for which it is made, to constitute a deposit of funds available for expenditure by the Department of General Services for the purposes of Section 14957 of the Government Code. The Director of Finance, to the extent necessary to honor such commitment, shall authorize by executive order the withdrawal of an amount or amounts from the General Fund in the State Treasury not to exceed six hundred thousand dollars (\$600,000) for transfer to the Architecture Revolving Fund. Any amount so transferred shall be used solely for the project for which the commitment was made and shall not exceed the amount necessary for the project, after deducting from the commitment the amount of all funds in the Del Mar Capital Improvement Account. Any sums so transferred shall be repaid to the General Fund, with simple interest at the average rate earned by

the Pooled Money Investment Account for the month in which the transfer is made, from the first moneys placed in the Del Mar Capital Improvement Account (created by lease agreement of January 8, 1969, between the State Race Track Leasing Commission and the Del Mar Thoroughbred Club) not needed for the project for which the commitment was given; provided, that, in any case, such repayment in full with interest as specified shall be made from funds in such improvement account prior to October 1, 1978.

*(Amended by Stats. 1976, Ch. 45.)*

### **ARTICLE 3.5. 25th District Agricultural Association [4161 - 4163]**

*( Article 3.5 added by Stats. 1994, Ch. 1080, Sec. 1. )*

#### **4161.**

(a) The 25th District Agricultural Association may enter into a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code with the City of Napa for the purpose of establishing and operating a Napa Center for Wine, Food, and the Arts facility. In addition to those powers specifically authorized to be exercised by Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, the joint powers agency may accept the donation of, acquire, own, or lease, real property, and may plan, finance by the sale of revenue bonds, construct, equip, and furnish the facility, and parking facilities, and any betterments, improvements, and facilities related thereto, including a bridge to provide access to the facility across the Napa River. The joint powers agency may make and enter into contracts and employ agents and employees. The joint powers agency may manage, maintain, and operate the facility, or may enter into management contracts for the operation of the facility.

(b) The state is not liable for any debt incurred by the joint powers agency in the event of any default on revenue bonds issued by the agency. This disclaimer shall be deemed a provision of the joint powers agreement.

*(Added by Stats. 1994, Ch. 1080, Sec. 1. Effective September 29, 1994.)*

#### **4162.**

The 25th District Agricultural Association may accept the donation of any real property suitable for the location of the Napa Center of Wine, Food, and the Arts facility, and may lease the property to the joint powers agency.

*(Added by Stats. 1994, Ch. 1080, Sec. 1. Effective September 29, 1994.)*

#### **4163.**

(a) With the consent of the secretary, a nonprofit organization may hold an annual fair in lieu of the annual fair held by the 25th District Agricultural Association.

(b) Notwithstanding any other provision of law, the department may enter into contracts with the nonprofit organization referred to in subdivision (a) for the receipt of public funds.

(c) Notwithstanding any other provision of law, the Director of General Services, with the consent of, and on terms approved by the secretary, may lease certain premises commonly known as the Napa Valley Expo, containing approximately 37 acres situated in the County and City of Napa, to the nonprofit organization referred to in subdivision (a) for a period not to exceed 99 years, to hold an annual fair pursuant to subdivision (a). While the lease is in effect, the nonprofit organization shall be deemed to be an instrumentality of the state for the limited purpose of carrying out the authority granted the 25th District Agricultural Association by Sections 4161 and 4162. While the lease is in effect, the 25th District Agricultural Association shall be inactive, and shall not have any powers or duties.

(d) The lease executed pursuant to this section may be for less than the market value of the property, and shall include a provision that the lease may be canceled if the lessee or its successors or assignees does any of the following:

(1) Fails to hold an annual fair.

(2) Fails to make a seat on its board of directors available to the Mayor of Napa and the Chairperson of the Napa County Board of Supervisors for the duration of the lease.

(3) Fails, in any calendar year, to hold at least two meetings of its board of directors, open to the public, in the City of Napa.

(e) Prior to the commencement of the term of the lease, the lessee and the Department of Food and Agriculture shall ensure that every employee in the civil service of the 25th District Agricultural Association is provided with the option of continuing his or her employment with the state, or of accepting a position as an employee of the lessee.

(1) With respect to an employee who chooses to continue his or her employment with the state, the employee shall continue to be subject to all of the provisions governing civil service employees, and additionally, all of the following shall apply:

(A) The lessee shall contract with the department for the services of the employee, consistent with his or her civil service classification and status.

(B) The employee has the right to continue to provide services to the lessee pursuant to that contract during the time the employee continues in the civil service classification he or she held at the time of the employee's election.

(2) With respect to an employee who chooses to leave his or her employment with the state and become an employee of the lessee, those employees are not employees of the state, and are not subject to the requirements of Chapter 10.3 (commencing with Section 3512) and Chapter 10.5 (commencing with Section 3525) of Division 4 of Title 1 of the Government Code.

(3) If a position filled by a civil service employee pursuant to contract with the department becomes vacant, the lessee may fill the position with a non-civil-service employee.

(f) The State of California is not liable for any debts, liabilities, settlements, liens, or any other obligations incurred by or imposed upon the nonprofit organization referred to in subdivision (a). The lease executed pursuant to this section shall expressly provide that the General Fund and the Fair and Exposition Fund shall be held harmless from all debts, liabilities, settlements, judgments, or liens incurred

by the nonprofit organization, and that neither the state nor any agency or division thereof shall be liable for any contract, tort, action or inaction, error in judgment, mistakes, or other acts taken by the nonprofit organization, or any of its employees, agents, servants, invitees, guests, or anyone acting in concert with, or on the behalf of, the nonprofit organization.

*(Added by Stats. 1998, Ch. 259, Sec. 2. Effective August 4, 1998.)*

### **ARTICLE 3.8. 50th District Agricultural Association [4171- 4171.]**

*( Article 3.8 added by Stats. 2010, Ch. 320, Sec. 2. )*

#### **4171.**

(a) Notwithstanding any other provision of law, the 50th District Agricultural Association, with the consent of the secretary, may enter into a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code for the purpose of creating a joint powers agency to operate, maintain, and improve the facilities and functions of the 50th District Agricultural Association. This joint powers agency's duties shall include planning, designing, and constructing real property improvements, including new construction, alteration, extension, betterment, and repair, and purchasing fixed and movable equipment related to the facilities and functions of the 50th District Agricultural Association.

(b) The joint powers agency may accept the donation of, acquire, own, sell, or lease real property, and may pledge its property or revenue for the sale of bonds to construct, equip, and furnish the facilities, parking facilities, and any betterments, improvements, and facilities related thereto.

(c) The joint powers agency may make and enter into contracts and employ agents and employees. The joint powers agency may manage, maintain, and operate the facilities, or may enter into management contracts for the operation of the facilities. The planning, designing, and constructing of these improvements, and the agency's other duties, as specified in this section, shall be undertaken in accordance only with those restrictions applicable to the joint powers agency.

(d) Prior to the commencement of the joint powers agreement, the parties to the agreement and the department shall ensure that every employee in the civil service of the 50th District Agricultural Association is provided with the option of continuing his or her employment with the state, or of accepting a position as an employee of the joint powers agency.

(1) With respect to an employee who chooses to continue his or her employment with the state, the employee shall continue to be subject to all of the provisions governing civil service employees, and, additionally, all of the following shall apply: (A) The joint powers agency shall contract with the department or the 50th District Agricultural Association for the services of the employee, consistent with his or her civil service classification and status.

(B) The employee has the right to continue to provide services to the joint powers agency pursuant to that contract during the time the employee continues in the civil service classification he or she held at the time of the employee's election.

(2) With respect to an employee who chooses to leave his or her employment with the state and become an employee of the joint powers agency, those employees are not employees of the state, and are not subject to the requirements of Chapter 10.3 (commencing with Section 3512) and Chapter 10.5 (commencing with Section 3525) of Division 4 of Title 1 of the Government Code.

(3) If a position filled by a civil service employee pursuant to contract with the department becomes vacant, the joint powers agency may fill the position with a non-civil-service employee.

(e) If the joint powers agency contracts with another entity for the operation or management of the facilities, the requirements of subdivision (d) shall apply to the new entity prior to commencement of any agreement.

(f) The State of California is not liable for any debts, liabilities, settlements, liens, or any other obligations incurred by or imposed upon the joint powers agency. The joint powers agreement executed pursuant to this section shall expressly provide that the General Fund and the Fair and Exposition Fund shall be held harmless from all debts, liabilities, settlements, judgments, or liens incurred by the joint powers agency, and that neither the state nor any agency or division thereof shall be liable for any contract, tort, action or inaction, error in judgment, mistake, or other act taken by the joint powers agency, or any of its employees, agents, servants, invitees, guests, or anyone acting in concert with, or on the behalf of, the joint powers agency.

*(Amended by Stats. 2011, Ch. 97, Sec. 3. (AB 222) Effective January 1, 2012.)*

#### **ARTICLE 4. 51st District Agricultural Association [4182- 4182.]**

*( Heading of Article 4 amended by Stats. 1989, Ch. 113, Sec. 2. )*

##### **4182.**

Notwithstanding any other provision of this code to the contrary, the 51st District Agricultural Association may enter into leases or joint operational agreements with any public agency with respect to the use of land and facilities for district purposes.

*(Added by Stats. 1974, Ch. 1408.)*

#### **ARTICLE 5. Associations Representing More Than One County [4191 - 4192]**

*( Article 5 added by Stats. 1987, Ch. 774, Sec. 1. )*

##### **4191.**

A city may not impose any tax, except a sales or use tax, on any association that represents more than one county and owns land in each of the counties it represents. A city may not, without the consent of the board of such an association, impose any tax, except a sales or use tax, on any of the concessionaires or rental contractors of the association as to events which take place on the property of the association.

*(Added by Stats. 1987, Ch. 774, Sec. 1.)*

**4192.**

The city and the association shall enter into an agreement for the provision of police and fire protection services to the association.

This contract shall require the payment by the association of the reasonable direct actual cost of police or fire protection services.

*(Added by Stats. 1987, Ch. 774, Sec. 1.)*

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*(Added by Stats. 1987, Ch. 774, Sec. 1.)*

**ARTICLE 6. 54th District Agricultural Association [4195- 4195.]**

*( Article 6 added by Stats. 1974, Ch. 693. )*

**4195.**

The fair site of the 54th District Agricultural Association shall be the property near the City of Blythe known as the Blythe Community Fair Grounds. The association shall not accept any donation or gift of land or other property which is not free and clear of all debts and encumbrances.

*(Added by Stats. 1974, Ch. 693.)*

**ARTICLE 7. 52nd District Agricultural Association and the California Exposition and State Fair [4200 - 4210]**

*( Article 7 added by Stats. 1982, Ch. 548, Sec. 2. )*

**4200.**

The Legislature finds and declares that the 52nd District Agricultural Association has contributed over three hundred thousand dollars (\$300,000) towards the construction and development of a horse show arena located on the site of the California Exposition and State Fair. The Legislature further finds and declares that, since the transfer from the former fair site of the 52nd District Agricultural Association located in Galt, the association has not had a permanent fair site of its own and that it is in the public interest that the association continue to carry out its activities at the site of the California Exposition and State Fair and that the association and the California Exposition and State Fair maintain a harmonious relationship.

*(Added by Stats. 1982, Ch. 548, Sec. 2. Effective August 24, 1982.)*

**4201.**

(a) Notwithstanding any other provisions of law, the 52nd District Agricultural Association shall have the right to use each year, during its annual spring fair and fall horse show, the horse show arena and other related facilities of the California Exposition and State Fair, or an alternative mutually acceptable to both parties. The association shall adhere to the standard fee policy of the California Exposition and State Fair for all events. In order to provide incentive for maximum efficiency and cooperation, all subordinate contracts occurring as a result of the association's use of facilities as provided herein shall be based first on equal recovery of costs by both parties, and thereafter all annualized net operating revenues shall be divided equally, with the exceptions of concessions, souvenirs, novelties, and parking which shall remain at the sole discretion of the California Exposition and State Fair. The California Exposition and State Fair shall provide approximately 1,000 square feet of permanent office space at no cost to the association. Adequate notice shall be given to the California Exposition and State Fair of any use proposed by the association. During all association events, the association shall compensate the California Exposition and State Fair for the services, utilities, and equipment used during its events pursuant to the State Administrative Manual.

(b) During the period of use of the facilities of the California Exposition and State Fair by the association, all capital improvement entitlements accruing to the association shall be expended on the facilities of the California Exposition and State Fair in accordance with the Capital Improvements and Maintenance Master Plan of the facility.

*(Added by Stats. 1982, Ch. 548, Sec. 2. Effective August 24, 1982.)*

#### 4202.

In the event of a dispute between the 52nd District Agricultural Association and the California Exposition and State Fair, the Division of Fairs and Expositions shall represent the interests of the association. If mediation of any matter fails to reach a consensus, the Department of General Services shall arbitrate all matters on the basis of the best economic interests of the state and the decision of the department in the matter shall be final. Reasonable notice shall be given by the department to all parties to a disputed matter and an opportunity to present evidence shall be provided to all parties. Arbitration costs shall be shared equally between the parties.

*(Added by Stats. 1982, Ch. 548, Sec. 2. Effective August 24, 1982.)*

#### 4210.

Notwithstanding any other provision of law, the directors of the 48th District Agricultural Association may not serve concurrently on another fair board.

*(Added by Stats. 2007, Ch. 203, Sec. 2. Effective January 1, 2008.)*

### **CHAPTER 7. War Memorials [4251 - 4253]**

*( Chapter 7 enacted by Stats. 1967, Ch. 15. )*

#### 4251.

Any association and any county may jointly construct a building to constitute a war memorial. The war memorial may be used for any purpose for which real property of an association may be used.

*(Enacted by Stats. 1967, Ch. 15.)*

#### 4252.

The war memorial may be constructed and managed under such terms and conditions as may be agreed upon by the board of the association, with the approval of the department, and the board of supervisors of the county. It shall be owned and used jointly by the association and county.

*(Enacted by Stats. 1967, Ch. 15.)*

#### 4253.

Any construction work which is done pursuant to an agreement shall be performed in accordance with, and subject to, Chapter 1 (commencing with Section 10100) of Part 2 of Division 2 of the Public Contract Code.

*(Amended by Stats. 1984, Ch. 144, Sec. 36.)*

## **CHAPTER 8. Sale of Tickets on Association Property [4301- 4301.]**

*( Chapter 8 enacted by Stats. 1967, Ch. 15. )*

### **4301.**

It is unlawful for any person to sell or engage in the sale, upon any property of an association, of any ticket of admission or any other evidence of the right of entry to a stadium or an arena, pavilion, or other building which is for holding sports arena events, athletic contests, contests of skill, exhibition spectacles, and other public meetings, places of amusement, or entertainment, contests or performances at any premium or price which is in excess of such maximum price that is printed or indorsed upon it, plus lawful taxes, unless he has first procured a written permit which is issued by such association.

*(Enacted by Stats. 1967, Ch. 15.)*

## **CHAPTER 9. State Race Track Leasing Commission [4351 - 4363]**

*( Chapter 9 added by Stats. 1967, Ch. 1579. )*

### **4351.**

There is hereby created the State Race Track Leasing Commission which shall be composed of the Director of Food and Agriculture, the Director of Finance, and the Director of General Services and three individuals, appointed by the Governor, who are members of the Board of Directors of the 22nd District Agricultural Association. The Director of Finance shall serve as chairperson of the commission. All meetings of the commission shall be open and public.

*(Amended by Stats. 2012, Ch. 216, Sec. 1. (SB 1) Effective January 1, 2013.)*

### **4352.**

The Department of Finance shall provide clerical services to the commission. The Department of Food and Agriculture, the Department of General Services, and the California Horse Racing Board shall cooperate with the commission, and, insofar as possible, shall, on request, allow the commission to utilize their staffs as needed by the commission. However, the sole counsel for the commission shall be the Attorney General, as provided in Section 4357.

*(Amended by Stats. 1984, Ch. 193, Sec. 22.)*

### **4353.**

The State Race Track Leasing Commission may enter into leases or other agreements for the use of the Del Mar Race Track and any other property owned or controlled by the 22nd District Agricultural Association which the commission shall deem necessary to provide horseracing at Del Mar Race Track. Any such lease or agreement shall be on behalf of the 22nd District Agricultural Association, and the

district shall continue in control of its property, subject to the conditions and terms of that lease or agreement.

*(Amended by Stats. 1991, Ch. 540, Sec. 1.)*

#### 4356.

The California Horse Racing Board shall, at the request of the commission, certify the eligibility of any prospective lessee or user of the property to be licensed to conduct horseracing at the Del Mar Race Track.

*(Amended by Stats. 1991, Ch. 540, Sec. 2.)*

#### 4357.

The Attorney General shall serve as counsel for, and adviser to, the commission.

*(Added by Stats. 1967, Ch. 1579.)*

#### 4358.

The commission shall follow the same procedures, insofar as appropriate, in leasing, or entering into agreements for the use of, the Del Mar Race Track as the Department of General Services follows in leasing or entering into agreements for other state real property. The commission shall, prior to awarding a lease of, or entering into an agreement for the use of, the Del Mar Race Track, consider all the factors concerning appropriate capital improvement of that racetrack, the financing of the racetrack, additional racing opportunities, and any use of new or additional properties or facilities, including, but not limited to, a grandstand, which factors shall be considered in the award of the lease or entering into the agreement. The commission shall also consult with any affected local governing bodies, prior to awarding the lease or entering into the agreement.

*(Amended by Stats. 1991, Ch. 540, Sec. 3.)*

#### 4359.

If the commission makes a determination pursuant to this chapter as to the action it proposes to take in awarding the Del Mar Race Track lease or entering into the agreement, it shall report to the Legislature, setting forth the procedures followed by the commission in reaching its determination and the reasons the proposed award or agreement is in the best interests of the state. The commission shall also make recommendations regarding any additional legislation which it deems necessary. However, no legislative action is required to make effective and operative any lease awarded, or agreement entered into, by the commission. The commission shall also make a similar report to the Legislature upon the master plan when that plan is completed.

*(Amended by Stats. 1991, Ch. 540, Sec. 4.)*

#### 4360.

After the award of a lease or entering into an agreement for the use of the Del Mar Race Track, the commission shall meet from time to time to review the operation of the lease or agreement, and the master plan, and any other related matters. It shall also make such recommendations as it deems proper to the Legislature, other state agencies, including, but not limited to, the 22nd District Agricultural Association, and to the lessee or user of the property.

*(Amended by Stats. 1991, Ch. 540, Sec. 5.)*

#### 4361.

The commission is a "department" for the purposes of hearings pursuant to Article 2 (commencing with Section 11180) of Chapter 2 of Part 1 of Division 3 of the Government Code.

*(Added by Stats. 1967, Ch. 1579.)*

#### 4362.

The commission may enter into a joint powers agreement with the 22nd District Agricultural Association pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code. For the purposes of Section 6502 of the Government Code, the common powers to be exercised by the entity created pursuant to the joint powers agreement shall be the powers of a district agricultural association. The commission may contract with the joint exercise of powers entity pursuant to law and may pledge any and all revenues, moneys, accounts, accounts receivable, contract rights, and other rights to payment of whatever kind, pursuant to the terms and conditions approved by the commission. The revenues, moneys, accounts, accounts receivable, contract rights, and other rights to payment of whatever kind pledged by the commission or its assignees constitute a lien and security interest which immediately attaches to the property so pledged and is effective, binding, and enforceable against the commission, its successors, purchasers of the property so pledged, creditors, and all others asserting rights therein, to the extent set forth, and in accordance with, the terms and conditions of the pledge, irrespective of whether those persons have notice of the pledge and without the need for any physical delivery, recordation, filing, or further act.

*(Added by Stats. 1990, Ch. 604, Sec. 3.)*

#### 4363.

The State of California pledges to, and agrees with, the holders of any bonds, other indebtedness, or obligations for the financing of the improvements described in the master plan pursuant to Section 4156, and which are issued or executed and delivered by the commission, the 22nd District Agricultural Association, or a joint exercise of powers entity created by them, that the state will not alter or change the structure of funding of, and deposits to, the commission or the 22nd District

Agricultural Association set forth in Article 9.2 (commencing with Section 19605) of Chapter 4 of Division 8 of the Business and Professions Code, or the pledge of funds for debt service, security, including any coverage factors, and expenses entered into pursuant to this Part 3 until the bonds, other indebtedness, or obligations are fully paid or discharged or have been fully provided for in accordance with their terms. However, nothing precludes any alteration or change if and when adequate provision has been made by law for the protection from impairment of the contract represented by the bonds, other indebtedness, or obligations, and the right to alter or change is hereby reserved. The commission, the 22nd District Agricultural Association, and a joint exercise of powers entity created by them, are each authorized to include this pledge and undertaking of the state in their bonds, agreements evidencing other indebtedness, and other indebtedness or obligations for the financing of the improvements described in the master plan pursuant to Section 4156.

*(Added by Stats. 1990, Ch. 604, Sec. 4.)*