

**REGULAR NOTICE OF
BOARD MEETING**

20th DISTRICT AGRICULTURAL ASSOCIATION
Gold Country Fairgrounds and Event Center
1273 High Street, Auburn, California 95603
530-823-4533

MEETING DATE & LOCATION

Thursday, February 29, 2024 @ 6:00 pm
Auburn Host Lions Building
1273 High Street, Auburn, CA 95603
Notice and Agenda available on the internet at www.goldcountryfair.com

20th DAA BOARD OF DIRECTORS

Peg Johnson, Chairman
Keri Bailey, Vice Chairman
Corinn Crowley
Dave Ebbert
Eddie Vegaalban
Luke Parnell
Randy Crabtree

PUBLIC COMMENT

Any member of the public wishing to address the Board on any matter listed on this agenda has a right to do so and will be afforded such opportunity when the Board is considering that agenda item. In addition, if a member of the public wishes to address the Board on a matter not listed on the agenda, you will be given such opportunity during the Public Comment item on the agenda. The Board President has the right to limit the time for public comment to a maximum of three (3) minutes or less to proceed with the agenda of the day and/or to place the item on the agenda (as an action item) of a subsequent meeting. Total time allotted for public comment is fifteen (15) minutes maximum.

AMERICANS WITH DISABILITIES ACT

All Board meetings must be accessible to the physically disabled. Any person needing a disability-related accommodation or modification to attend or participate in any Board or Committee meetings, or other Gold Country Fair activities may request assistance by contacting Sonia Del Toro at Gold Country Fair Office.

AGENDA

I. CALL TO ORDER:

- A. All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this agenda may be considered in any order at the discretion of the President.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS

IV. PUBLIC COMMENT:

- A. Since items under Public Comment are not listed and publicly noticed on the agenda, please be advised that the Board cannot discuss or take any action at this meeting.

V. CONSENT CALENDAR:

- A. Approval of Meeting Minutes as written:
 - 1. Board Meeting Minutes dated December 7, 2023
 - 2. Board Meeting Minutes dates January 25, 2024
- B. Approval of Expenditures, Home Depot, Cal Card
 - 1. See Checks and Payments Report
- C. Approval of Monthly Financials
- D. Approval of the following Agreements
 - 1. F-31 Interim Rental Agreements:
 - a. 24-02 – 24-09, 24-11-24-12, 24-16 – 24-17, 24-22, 24-24 – 24-25, 24-32, 23-34, 24-43, 24-01, 24-04 – 24-05, 24-07
 - b. 24-18, 24-24, 24-44 – 24-45, 24-47, 24-50, 24-51, 24-54, 24-56
 - 2. Standard Contracts: None to Consider
 - 3. Fair time Commercial Vendor Contracts: None to Consider
 - 4. Fair time Concession Vendor Contracts: None to Consider
- E. Excusal of Director Absences: None to Consider

VI. COMMITTEE REPORTS:

- A. CEO Report:
 - 1. CEO Goals
 - 2. Motherlode Building Update
 - 3. 2024 Crab GCF Feed
- B. Committee Assignments
 - 1. Executive Committee
 - 2. Exhibits Committee
 - 3. Buildings & Grounds Committee
 - 4. Finance Committee
 - 5. Fair Committee
 - 6. Policy Committee
 - 7. Gold Country Fair Heritage Foundation Committee

VII. **CORRESPONDENCE:**

- A. Items provided via email to Directors with copies available at the meeting.
 - 1. PMIA/LAIF Performance Report
 - 2. Form 700/ FAQs
 - 3. 2024 California Fair Season Letter
 - 4. Secretary Ross 2024 Exhibitor Handbook Letter
 - 5. ADA F2024-01 FY23-24 Fair Training Reimbursement
 - 6. Letter of Support
 - 7. Upcoming Interim Events

VIII. **FINANCIALS:**

- A. Finance Committee to discuss monthly finance report.

IX. **OLD BUSINESS:**

- A. None to Consider

X. **NEW BUSINESS:**

- A. Livestock Department Experience – Presented by Liza Stefani and more

XI. **RECOGNITION OR CELEBRATION:**

- A. None to Consider

XII. **MATTERS OF INFORMATION:**

- A. CEO Comments
- B. Director/Staff Comments
- C. Board Meeting Dates:
 - 1. Thursday, March 28, 2024
 - 2. Thursday, April 25, 2024
- D. Upcoming Key Activities

XIII. **CLOSED SESSION:** The Board of Directors of the 20th DAA is permitted to meet in closed session to discuss the following: Personnel Matters- Government Code 11126(a).

XIV. **ADJOURNMENT**

Further information regarding this regularly scheduled meeting of the Board of Directors for the 20th District Agricultural Association may be obtained by contacting the Chief Executive Officer at 1273 High Street, Auburn, CA 95603, telephone 530-823-4533.

Date of Notice February 16, 2024

MINUTES OF REGULAR BOARD MEETING

20th DISTRICT AGRICULTURAL ASSOCIATION
Gold Country Fairgrounds and Event Center
1273 High Street, Auburn, California 95603
530-823-4533

MEETING DATE & LOCATION

Thursday, December 7, 2023 @ 6:00 pm
Auburn Host Lions Building
1273 High Street, Auburn, CA 95603
Notice and Agenda available on the internet at www.goldcountryfair.com

TELECONFERENCE MEETING

Boards may meet by teleconference. (§11123) For the purposes of the Act, 'teleconference' means a meeting of a state body, the members of which are at different locations, connected by electronic means, through either audio or both audio and video. (§11123(b) (2)) This would include telephone conference calls, webinars, webcasts, and Skype.

Meeting Location:

Auburn Host Lions Building– 1273 High Street Auburn, CA 95603

Teleconference Options:

Phone number: 530-210-0148

PUBLIC COMMENT

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AMERICANS WITH DISABILITIES ACT

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AGENDA

I. CALL TO ORDER: Acting President Johnson

- A. All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this agenda may be considered in any order at the discretion of the President.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS

Directors Present: Director Bailey, Director Crowley, Director Crabtree, Director Parnell, Director Ebbert, Director Durand, Director Johnson

IV. PUBLIC COMMENT:

- A. None to Consider

V. CONSENT CALENDAR:

- A. Acting President Johnson asks Director Parnell if he resolved what ever need to be resolved regarding pulling the July 2023 Minutes from the previous meeting.

1. Director Parnell states that he did confirm that the minutes are produced as summary and not as transcripts but did not get the time to listen to the minutes.
2. Acting President Johnson asks if it is okay to move forward with approving the minutes, now.
3. Director Parnell replies that it is.

- B. Acting President Johnson entertains a motion to accept the Consent Calendar.

1. Director Crowley moves to approve the Consent Calendar. Director Bailey 2nd the motion.

- C. Acting President Johnson asks if there is any further discussion.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

- D. Motion passes.

VI. HERITAGE FOUNDATION:

- A. Steve Tuggle, President of the Gold Country Fair Heritage Foundation, states that he has been able to speak with a few board directors and is looking forward to their partnership. Steve adds that in a conversation with Acting President Johnson, Acting President Johnson felt as though the Gold Country Fair Heritage Foundation has not

done enough to demonstrate the value and the progress made thus far. Steve announces his pledge to communicate better. Steve presents financials and explains the plans that the GCFHF has, to accomplish more projects and what it will take to do so. Steve adds that the current MOU will expire at the end of December and is prepared to renew and negotiate in good faith. Steve says that GCFHF feels the current MOU is one-sided.

- B. Jack Haugen, Vice President of the Gold Country Fair Heritage Foundation, states that drawings have been generated for the desired layout of the 'Red Barn' and plans to schedule a meeting with fairgrounds' personnel to discuss the plans. Jack adds that he is also looking forward to negotiating the MOU and ensure that the roles of each party are clear.
- C. Director Crowley thanks Steve and Jack for their information and reminds GCFHF that they are valued.
- D. Director Durand states that her opinion of the purpose of the GCFHF differs, stating that the purpose of GCFHF supersedes the MOU and the 501c3 status. Director Durand adds that she believed that the Heritage Foundation's purpose was to help the fair when the funding dried up but was seeking further clarification.
- E. Haig Baghdassarian, California Department of Food and Agriculture Chief Counsel, states that foundations are typically set up to assist and support the associated fair. Haig restates the GCFHF mission statement. Haig says that the way he interprets the statement, the foundation is primary in existence to support the fairgrounds however the mission is a bit broader.
- F. Director Durand asks for clarification if the sole purpose of the GCFHF funds is to support the fairgrounds.
- G. Haig replies that the principal purpose of the GCFHF funds is to support the fairgrounds, based on the language.

VII. COMMITTEE REPORTS:

A. CEO Report:

- 1. Western Fairs Association - Convention
 - a. CEO Ales reports that the annual convention will be held in Anaheim from January 3rd through the 6th. CEO Ales adds that GCF Staff will not be attending but if any director would like more information, he'd be happy to discuss.
 - a. Director Durand and Director Crowley ask CEO Ales why he will not be attending.
 - i. CEO Ales replies that the educational component of the event has dropped significantly and is not finding the same value that used to be.
 - b. Director Crabtree states that he will be in attendance, representing California Construction Authority.
- 2. Motherlode Roof Update
 - a. CEO Ales announces that the roof project is complete. However, CEO Ales states that for transparency purposes, the project requires an additional expense of \$14,653.78. CEO Ales states that he is seeking board approval to cut a check and finalize the project.
 - a. Director Crowley moves to enable \$14,653 and change to the appropriate funds for the Motherlode roof addition. Director Durand 2nd the motion.
 - b. Acting President Johnson asks if there is any further discussion.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree			X
Corinn Crowley	X		
Keri Askew Bailey	X		

c. Motion passes.

3. AGvocates of the 20th District

a. CEO Ales proposes a reimagination of the livestock department in order to improve efficiencies, generate economies to scale, and create an environment for our exhibitors and parents to have a better experience and better project results. CEO announces the purpose and states that implementing this idea would recommend a revision of the policy as the current policy contains the Junior Livestock Auction, as a sub-committee. CEO Ales adds that he recommends that the Exhibits Committee stay in their role and form the new task force and call it the Agvocates of the 20th District.

- a. Director Crowley states that she likes the name and that it is very clever.
- b. Director Parnell states that it would be a good idea to discuss this in more depth with the Exhibits Committee and the Policy Committee in order to iron out the details.
- c. Director Crabtree asks, based on the calendar, is a board decision required before implementation.

b. CEO Ales replies that if a decision was made tonight that the board was okay with the idea, then the January meeting can be scheduled otherwise two more months are lost.

- a. Director Ebbert states that discussion will need to take place before moving forward.
- b. Director Crabtree asks if Agvocates would be instead of the JLA sub-committee and what their timeline is.
 - i. Director Parnell replies monthly.
- c. Director Ebbert says that if the board accepted the proposal, it would completely dissolve the JLA.
- d. Director Crabtree says it is unlikely to happen in January and asks if there are policy actions that take place in January that would be impacted.
- e. Director Ebbert states that it would be appropriate to discuss this with the JLA first.

c. CEO Ales states that his intent was to bring it to the attention of the board, first.

- a. Director Bailey asks CEO Ales if he anticipates the folks from JLA are going to buy-in.
 - d. CEO Ales replies that he does not know but he hopes that they will be for it because they all participate for the children.
 - a. Director Durand asks how this matter gets deferred to the Policy and Exhibits Committee to get ironed out.
 - e. CEO Ales replies that he can meet with the Exhibits Committee and the Policy Committee to get the ball rolling.
 - a. Director Parnell says that he doesn't disagree with his original statement but if changes of the magnitude are going to be made, it is necessary to be open and transparent and not be in a hurry, and make sure Stakeholders have buy-in to it.
 - f. Director Crabtree states that he believes that if it can be deferred to the Exhibits Committee, can be discussed and a decision can be reported out.
 - g. Director Ebbert replies that the hope is that the same people that are a part of the JLA are a part of this and let them know what the purpose and intent is.
 - h. Director Crowley says that she would like to see the fair present this in the best foot forward kind of way.
 - i. Director Parnell states that he is not opposed to change and adds that he is opposed to change behind the scenes, dual path, talking to different groups outside of other Stakeholders and leaving others behind and is completely open to this idea if it is done slowly, transparently, and we get everyone involved.
 - j. Acting President Johnson defers the conversation to the Exhibits Committee to report back at the following meeting.
 - 4. 2024 Budget
 - a. Acting President Johnson defers this item to the Finance Committee Report.
 - 5. 2024/2025 Rental Rates
 - a. Acting President Johnson defers this item to the Finance Committee Report.
 - 6. Parking
 - a. CEO Ales directs the board's attention to an email received regarding parking. CEO Ales encourages the parking rate change in 2024.
- B. Committee Assignments
- 1. Executive Committee
 - a. Director Durand reports that the Executive Committee discussed first was the Ad Hoc Committee and the board's authority regarding Old Town Pizza and will be further discussed in Closed Session. Director Durand adds that the committee discussed All-Grounds Events and the complexities of Old Town Pizza operations during such events. Director Durand reports that the GCFHF MOU will expire at the end of the year and discussed contingency plans if the MOU is not finalized and that a meeting is set to discuss MOU resolutions, for the following day. Director Durand announces the importance of resolving rental rates two years into the future. Director Durand closes by stating that mostly the rest of the report is repetitive.
 - 2. Finance Committee
 - a. Director Parnell reports that the Finance Committee met twice to discuss the budget and items that impact on the budget. Director Parnell directs the board's attention to Schedule 7 on Page 76 of the board packet that reports

cash usage. Director Parnell states \$220,000 has been reinvested into the fairgrounds in the form of capital projects and the fairgrounds is expected to generate that amount in net cash flow and maintain the reserve. Director Parnell adds that the large project of the Placer Building is not represented in the budget, in which is a substantial number but not yet finalized therefore the budget presented represents known projects. Director Parnell says when and if the funding for the Placer Building project gets approved, CEO Ales will bring back an amended budget. Director Parnell reports that there is a line item that deals with unrestricted net resources and represents net worth as opposed to net cash and that is why analyses are conducted to determine the difference. Director Parnell states that where the Finance Committee disagrees is with the proposed rental rates which are alluded to in the budget. Director Parnell mentions that last year, the board approved the Finance Committee's recommendation to reduce rates and increase in a catch-up period. Director Parnell concludes by stating that he is generally in favor of the budget but is not in favor of the current rental rates increases and does think if rental rates are going to be listed, the entire rental rate sheet should be included such as chairs and tables.

- a. Director Ebbert asks to consider 2023 rental rates.
- b. CEO Ales distributes a handout to the board and explains the goal of the budget with the rental rates included. CEO Ales states the difficulty of not increasing rental rates results in a total operating cost gap that continues to grow year-after-year. CEO Ales mentions that, although a 3% increase may work as a catch-up method, it does not match inflation. CEO Ales says that besides the fair, the grounds are a venue rental center and if the grounds continue to rely just on fair revenue as the basis for profit, there won't be enough revenue to continue to invest in the infrastructure. CEO Ales concludes by stating that if his proposed rates are wrong, a loss of revenue will be apparent on the monthly financials and that is his responsibility to fill those gaps.
- c. Director Crowley mentions that at the last meeting, community members said they have been priced out. Director Crowley asks CEO Ales, how the grounds compare to like-like facilities in the sense of competitiveness.
- d. CEO Ales replies, the community members who expressed displeasure have all booked their events for the upcoming year and is hopeful that they may see the benefit and improvements made to the facility. CEO Ales adds that he compared to local facilities in Loomis, Grass Valley, and Yuba City with very similar rental rates and is confident that the proposed rates are in-line with the quality.
- e. Director Durand states her position on the matter and says CEO Ales offers first right of refusal to existing vendors and more than 40 events have already been booked and the need to secure these vendors is crucial and that is why she supports the rate increase.
- f. Director Parnell asks what the rate increase is.
- g. CEO Ales replies that the increases vary from 4.49%-6.12%, based on the original proposed 2023 rates to 2024.

- h. Director Parnell clarifies that there were 2023 proposed rates and 2023 adjusted rates. Director Parnell asks CEO Ales how much of an increase is there on the 2023 proposed rates from the downwards adjusted 2023 rates.
- i. CEO Ales replies to the various increases.
- j. Director Parnell states that it would benefit the board to see the increases.
- k. CEO Ales replies that they were presented in the previous board packet.
- l. Director Bailey asks if the previous discussion regarding the reduction of the increases, did the context of the conversation indicate that that was a special accommodation based on the pandemic.
- m. Director Parnell replies by saying that the committee and board felt that the increase from 2022 to 2023 was a little too significant and reduced the rates.
- n. Director Crabtree requests that the board stop discussing some notional numbers presented in 2022 and just talk about the 2023 rates, as they are and the proposed 2024 rates.
- o. CEO Ales recited the current 2023 rates.
- p. Director Bailey clarifies that the discussion regarding the adjustments, it is her interpretation that the discussion was tied to discomfort.
- q. Director Durand states that the percentage may sound like a lot but many of the increases are less than \$100, some even \$15.
- r. Director Parnell states that there are more rates than the base rent and a customer receives a sheet of additions that include security deposits and other things.
- s. Director Durand says that the committees have failed everyone else because these questions should be asked within the committees instead of spending time at meetings doing what committees are supposed to be doing. Director Durand adds that she still stands in favor of the rental rate increase.
- t. Director Crabtree mentions that perhaps a middle ground option may be to only max the rental rate increase by \$150, this year, therefore will not impact 3 of the proposed rental rates.
- u. Director Crabtree moves to maximize the 2024 rent increase at \$150.
- v. Director Crabtree requests that a rental rate explanation be added to the following months agenda under the staff report. Director Crabtree adds that he would like the 2022-2024 rental rate sheets added to the following packet. Director Crabtree says he is aware of different rate calculations for move-in because he himself has events at the fairgrounds and noticed the difference, amongst the addition of security.
- w. Director Crabtree repeats that he can support the budget resolution and move to maximize the 2024 rent increase at \$150. Director Crowley 2nd the motion.
- b. Acting President Johnson asks if there is any further discussion.
 - a. Director Crowley asks for assistance to understand the significant rate increases for the Golden State Cider Stage

and the Main Lawn.

- b. CEO replies that compared to other fairgrounds and venues, the other venues are priced from \$900-\$1,200 and those facilities have been undervalued and value has been added overtime. Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

c. Motion passes.

- a. CEO Ales states vendors are already interested in booking in 2025 and asks the board how they would prefer to proceed rental rates in 2025.
- b. Director Crowley asks that if a maximum of \$150 on rate increases not to exceed this year, is there a reason to believe that it would be acceptable for 2025 and allow CEO Ales to book for 2025 under the premise if not increasing rates over 2024, over \$150. Director Crabtree 2nd the motion.

d. Acting President Johnson asks if there is any further discussion.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

e. Motion passes.

- f. Director Crabtree asks the board if the budget is now ready to be approved.
- g. Director Parnell states that he believes the budget is workable and shows a reinvestment in the fairgrounds.

- h. Director Parnell moves to approve the proposed 2024 budget. Director Ebbert 2nd the motion.
- i. Acting President Johnson asks if there is any further discussion.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

j. Motion passes.

- 3. Buildings & Grounds Committee
 - a. Director Crabtree states there was an opportunity to tour the grounds and increase understanding of reinvestment opportunities for improvement. Director Crabtree adds that another opportunity for discussion is to begin prioritizing where investments make the most sense and create an interesting partnership with the Finance Committee and reviewing rates in context of how much reinvestment is included in the rate. Director Crabtree says that it important to understand that there is a portion of every dollar of the rental that is going to be reinvested in the facility. Director Crabtree mentions that he believes that in the future, it will help us to understand the costs to be open, in order to establish rate-setting.
- 4. Exhibits Committee
 - a. None to Consider
- 5. Nomination Committee
 - a. Director Crabtree states that most of the report can be discussed in the 'Elections' item of the agenda. Director Crabtree clarifies that one-way communication occurred to announce the opportunity to request consideration for nomination or to nominate from the floor. Director Crabtree adds that the Nominating Committee in the policy manual is contemplated as an annual activity starting in January and it is important to acknowledge that three directors have been present for only a couple of months and the idea of the long-drawn out nomination process has not necessarily happened and believes the actions taken around the nomination process following, may be less routine.

VIII. CORRESPONDENCE:

- A. Items provided via email to Directors with copies available at the meeting.
 - 1. PMIA/LAIF Performance Report
 - a. CEO Ales reports the current reserve total.
 - 2. Bagley Keene Online Training: Class Announcements

- a. CEO Ales directs the boards attention to the training dates.
- 3. SB 544 – Bagley Keene Open Meeting Act: teleconferencing
- 4. F2023-06 Proposition 12 Update for the 2024 Fair Season
 - a. CEO Ales announces compliance standards amongst Proposition 12.
- 5. Upcoming Interim Events

IX. FINANCIALS:

- A. Finance Committee to discuss monthly finance report.

X. OLD BUSINESS:

- A. Request for Recovery – Presented by Lani Johnston

1. Lani Johnston, promoter of Auburn Events dba Auburn Home Shows, explains that at the July 2023 board meeting, she requested some sort of recovery for the Fall 2022 show that was cancelled for the fire base camp. Lani recalls that a motion was made to accept her request for credit for two shows but did not move forward and she'd like to revisit the request. Lani adds that the loss of revenue was significant and incurred losses due to marketing, print, refunded tickets, and more. Lani states that she has contacted as many resources as possible to discover recovery funds and has been unsuccessful and insurance does not cover this sort of scenario. Lani goes on to explain the hardship she and her team have faced because of the emergency cancellation and expresses her necessity for recovery funds. Lani elaborates on the importance of long-term partnership and provides the board with a series of historical photos that depict the fairgrounds in an unsatisfactory condition.

- a. Director Durand reports the Executive Committee's analysis of this matter. Director Durand states that the Executive Committee and CEO Ales met with Lani on December 1st to hear her concerns and request. Director Durand elaborates on Lani's request and the documents and facts provided regarding the request. Director Durand reports that CEO Ales did provide a refund for the full return of the cancelled show and offered a 20% discount on the next Home Show event. Director Durand adds, as members of this community, she wished there was more they could do for the Home Show, but states that the Gold Country Fairgrounds & Event Center is not in the position to guarantee a profit for the vendors and Stakeholders. Director Durand reports that it is the recommendation of the Executive Committee to acknowledge the loss and confirm the recovery that the fairgrounds have already provided the Auburn Home Shows in the form of refund and discount. Director Durand reports that there is no further remedy recommended by the Executive Committee.
- b. Acting President Johnson asks if there is any further discussion.
- c. Director Crowley asks CEO Ales what the reimbursement amount was.
- d. CEO Ales replies approximately \$27,000.
- e. Director Crabtree explains that the challenge in these situations is that they take place during a state of emergency and would not have wanted to get in the way of that. Director Crabtree says that he is surprised to hear that there is no insurance available for this type of event.
- f. Director Durand asks the board to take into consideration their goal of guaranteeing a profit for the vendors.
- g. Director Crowley suggests creating a fund together to manage 'act of God' situations versus guaranteeing profit.
- h. Director Durand replies that she personally thinks that it is not a direction to consider but is the prerogative of the board.

- i. Brandi Gragg, CDFA legal counsel, reports that it is standard for most counties to not provide loss of tenant revenue or any recovery.
- j. Director Crabtree says that allowing the U.S. Forest Service to use the fairgrounds was the right thing to do for the community but is torn on the matter because the fairgrounds still received rental revenue and it is troubling at best.
- k. Director Ebbert moves to credit Auburn Events \$15,000 for every event for the next four events.
- l. Director Crabtree asks for clarification as to whose responsibility it is to review contracts.
- m. Director Parnell to 2nd the motion.
- n. Michael Flores, CDFA Deputy Secretary, clarifies that the amount of money that is reimbursed to the fairs in the event of an emergency often does not cover the cost of the actual usage of the fairgrounds and everyone should be aware.
- o. Acting President Johnson asks if there is any further discussion.
- p. Director Durand expresses her opposition to the motioned course of action. Director Durand states that every recommendation that the CEO and staff have put forward has been countered and totally decided against and recommends the board pay more attention to the CEO and staff's recommendations.
- q. Director Crowley asks CEO Ales for his opinion on the matter.
- r. CEO Ales replies that when reviewing options, he proposed a discount within CEO authority that would be an additional 20% discount based on the new contract and she denied. CEO Ales adds that Lani then requested to discuss the matter with the Executive Committee to discuss her request that he did not agree with and was above his authority. CEO Ales says that the Executive Committee reported their recommendation, and he stands by it and states that it is a very slippery slope and can expose a pathway of public giveaway. CEO Ales announces his strong opposition against the standing motion.
- s. Director Durand asks if this matter is something that GCFHF could fund.
- t. Director Crowley replies that she does not believe that this matter is aligned with their objectives or vision statement.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson		X	
Julia Durand		X	
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree		X	
Corinn Crowley			X

Keri Askew Bailey		X	
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- a. Motion fails.
 - a. Director Durand announces that abstentions must announce their reason to abstain.
 - b. Director Crowley announces her abstention due to lack of information on the matter.

B. Committee Assignments

- 1. Acting President Johnson reports the most current committee assignments.

XI. NEW BUSINESS:

A. Non-Profit Application: Auburn Jeep Club

- 1. CEO Ales recommends denying the request in spirit of fairness to the influx of crab feed events taking place at the fairgrounds in 2024.
- 2. Acting President Johnson asks if there is any further discussion.
 - a. Director Crabtree asks CEO Ales if the event is a one-day rental.
 - b. CEO Ales confirms that it is.
 - c. Director Bailey asks if there is a policy regarding this matter that indicates who qualifies for a discount.
 - d. CEO Ales replies that there is. CEO Ales adds that the renter must be a non-profit to fill and submit the request, the CEO/staff review the request and provide a recommendation, and the board can discuss and vote for or against the recommendation.
 - e. Director Crabtree moves to deny the Auburn Jeep Club’s request for a discount and charging the full rate. Director Crowley 2nd the motion.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert			X
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

- f. Motion passes.
- g. Director Crowley asks if there is value in creating criteria on this matter.
- h. CEO Ales replies that that would be of the board’s discretion otherwise being a non-profit is the criteria.

B. Gold Country Fair Heritage Foundation – MOU

- 1. CEO Ales reports that the Executive Committee and GCFHF will meet the following day to discuss expectations of the renewal of the MOU.

- a. Director Crabtree asks CEO Ales if the board must approve the MOU before the first of the year.
- b. CEO replies that the board does have to approve it and the President must sign it, but the MOU implementation can be extended.
- c. Director Parnell moves to extend the GCFHF MOU by 6 months.
- d. CEO Ales replies that a month-to-month addendum can be generated.
- e. Steve asks if it is required for the Foundation and the Association to enter an MOU?
- f. Brandi replies that it is not a statutory requirement but is a policy at the Fairs and Expositions department and it is the practice for both parties to understand expectations.
- g. Director Crabtree states that he would second the motion to extend the current MOU by six months and speaks in favor of it.
- h. Director Durand states that the legal interpretation just authorized a second CEO at the fairgrounds.

Acting President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand		X	
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

a. Motion passes.

C. Officer Elections

- 1. Director Crabtree reports that Director Bailey and he studied and understand the procedure for nominating officers and understand that the Vice President typically ascends to presidency.
- 2. Acting President Johnson clarifies that she has only been acting as President for a couple of months and would like to be considered for presidency in the current election.
- 3. Director Crabtree states at this time, those who would want to be considered for President, be identified.
- 4. Director Durand announces a withdrawal of her nomination for President of the board.

Vice President Durand asks all who are in favor of the President nomination:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		

Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

- a. Nomination is accepted.
- b. Director Crabtree nominates from the floor, Director Bailey as Vice President.

Acting President Johnson asks all who are in favor of the Vice President nomination:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		
Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

- c. Nomination is accepted.

XII. RECOGNITION OR CELEBRATION:

- A. None to Consider

XIII. MATTERS OF INFORMATION:

- A. CEO Comments
- B. Director/Staff Comments

1. Director Durand states that she is a strong supporter of the CEO and staff and wishes the board would be more aware of the challenges facing the CEO and staff.
2. Director Bailey thanks the board and wishes all a good holiday.
3. Director Crabtree thanks all.
4. President Johnson thanks all and wishes everyone a happy holiday.
 - a. Director Parnell moves to go into Closed Session. Director Crabtree 2nd motion.

President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Julia Durand	X		

Luke Parnell	X		
Dave Ebbert	X		
Randy Crabtree	X		
Corinn Crowley	X		
Keri Askew Bailey	X		

a. Motion passes.

C. Board Meeting Dates:

1. Thursday, January 25, 2023
2. Thursday, February 22, 2023

D. Upcoming Key Activities

XIV. **CLOSED SESSION:**

A. Public Report from Closed Session:

1. Director Durand resigned from the 20th District Agricultural Association Board of Directors.
2. The board appointed Ad Hoc Committee was instructed to continue contract negotiations with Old Town Pizza and report back to President Johnson.

XV. **ADJOURNMENT**

Further information regarding this regularly scheduled meeting of the Board of Directors for the 20th District Agricultural Association may be obtained by contacting the Chief Executive Officer at 1273 High Street, Auburn, CA 95603, telephone 530-823-4533.

Date of Notice November 22, 2023

**MINUTES OF ANNUAL
MEETING
BOARD OF DIRECTORS**

20th DISTRICT AGRICULTURAL ASSOCIATION
Gold Country Fairgrounds and Event Center
1273 High Street, Auburn, California 95603
530-823-4533

MEETING DATE & LOCATION

Thursday, January 25, 2024 @ 6:00 pm
Auburn Host Lions Building
1273 High Street, Auburn, CA 95603
Notice and Agenda available on the internet at www.goldcountryfair.com

TELECONFERENCE MEETING

Boards may meet by teleconference. (§11123) For the purposes of the Act, 'teleconference' means a meeting of a state body, the members of which are at different locations, connected by electronic means, through either audio or both audio and video. (§11123(b) (2)) This would include telephone conference calls, webinars, webcasts, and Skype.

Meeting Location:

Auburn Host Lions Building– 1273 High Street Auburn, CA 95603

Teleconference Options:

Phone number: 530-210-0148

PUBLIC COMMENT

Any member of the public wishing to address the Board on any matter listed on this agenda has a right to do so and will be afforded such opportunity when the Board is considering that agenda item. In addition, if a member of the public wishes to address the Board on a matter not listed on the agenda, you will be given such opportunity during the Public Comment item on the agenda. The Board President has the right to limit the time for public comment to a maximum of three (3) minutes or less to proceed with the agenda of the day and/or to place the item on the agenda (as an action item) of a subsequent meeting. Total time allotted for public comment is fifteen (15) minutes maximum.

AMERICANS WITH DISABILITIES ACT

All Board meetings must be accessible to the physically disabled. Any person needing a disability-related accommodation or modification to attend or participate in any Board or Committee meetings, or other Gold Country Fair activities may request assistance by contacting Sonia Del Toro at Gold Country Fair Office.

AGENDA

I. CALL TO ORDER:

- A. All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this agenda may be considered in any order at the discretion of the President.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS

IV. PUBLIC COMMENT:

- A. Since items under Public Comment are not listed and publicly noticed on the agenda, please be advised that the Board cannot discuss or take any action at this meeting.

V. STATE OF THE ASSOCIATION

- A. CEO Ales announces the State of the Association.

VI. INSTALLATION OF 2024 OFFICERS

- A. Director Bailey installs Director Johnson as the 2024 20th DAA President. President Johnson installs Director Bailey as Vice President.

VII. ANNUAL RESOLUTIONS

- A. CEO Ales announces the Annual Resolutions.
- B. Director Bailey moves to approve the Annual Resolutions. Director Crowley 2nd the motion.
 - a. President Johnson asks if there is any further discussion.

President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Keri Askew Bailey	X		
Luke Parnell	X		
Dave Ebbert			
Randy Crabtree			
Corinn Crowley	X		
Eddie Vegaalban	X		

- a. Motion passes.

VIII. ADJOURNMENT

The Board of Directors may or may not act on all items appearing on this agenda. Further information regarding this regularly scheduled meeting of the Board of Directors for the 20th District Agricultural Association may be obtained by contacting the Chief Executive Officer at 1273 High Street, Auburn, CA 95603, telephone 530-823-4533.

Date of Notice January 12, 2024

MINUTES OF REGULAR BOARD MEETING

20th DISTRICT AGRICULTURAL ASSOCIATION
Gold Country Fairgrounds and Event Center
1273 High Street, Auburn, California 95603
530-823-4533

MEETING DATE & LOCATION

Thursday, January 25, 2024 @ 6:00 pm
Auburn Host Lions Building
1273 High Street, Auburn, CA 95603
Notice and Agenda available on the internet at www.goldcountryfair.com

TELECONFERENCE MEETING

Boards may meet by teleconference. (§11123) For the purposes of the Act, 'teleconference' means a meeting of a state body, the members of which are at different locations, connected by electronic means, through either audio or both audio and video. (§11123(b) (2)) This would include telephone conference calls, webinars, webcasts, and Skype.

Meeting Location:

Auburn Host Lions Building– 1273 High Street Auburn, CA 95603

Teleconference Options:

Phone number: 530-210-0148

PUBLIC COMMENT

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AMERICANS WITH DISABILITIES ACT

All Board meetings must be accessible to the physically disabled. Any person needing a disability-related accommodation or modification to attend or participate in any Board or Committee meetings, or other Gold Country Fair activities may request assistance by contacting Sonia Del Toro at Gold Country Fair Office.

AGENDA

I. CALL TO ORDER: President Johnson

- A. All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this agenda may be considered in any order at the discretion of the President.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS

Directors Present: Director Bailey, Director Crowley, Director Crabtree, Director Parnell, Director Johnson, Director Vegaalban

Excused: Director Ebbert

IV. PUBLIC COMMENT:

- A. Steve Tuggle of the Gold Country Fair Heritage Foundation states for the record, the summary of the minutes were well done and easy to read. Steve Tuggle questions what was recorded on Page 6, item G, because he had a different understanding of what was said. Steve Tuggle states the same about Page 16, item F.
- B. Tim Sands, prior president of the 20th DAA, states that he has a lot of things to say to the board but due to confidential aspects, he will not be able to do it in current forum and will report to the Office of Civil Rights, due to a conflict of interest.
- C. Colleen Sands, married to Tim Sands, provides a sealed, written letter for each board director. Colleen Sands recites a prewritten statement about knowing CEO Ales personally before earning the position of CEO and speaks to her perception of CEO Ales' character concern, over time.
- D. Jack Haugen, Vice President of the Gold Country Fair Heritage Foundation, asks which directors were involved in the negation/termination with Old Town Pizza and states that he is 'pissed' that such a large check with issued to Old Town Pizza when the contract was terminated. Jack Haugen also adds that he knew CEO personally and speaks to his perception of CEO Ales' character concern, over time.
 - 1. Director Bailey announces 3 minutes of Public Comment have been exceeded.
- E. Jack Haugen continues and states that somebody screwed up by having to pay \$200,000 to Old Town Pizza.
- F. Bryan Rodrigues, Gold Country Fair Heritage Foundation, thanks Director Crowley and Director Ebbert for their support at the 'Dwarfanators' event over the last weekend.

V. CONSENT CALENDAR:

- A. Director Parnell states that there are a couple places were people are identified, not by their full names.

1. Sonia Del Toro replies that when minutes are physically recorded, people's names and titles are recorded in full, the first time they speak. Sonia Del Toro adds that after that, people are referred to by their first name only, for summarization purposes.
- B. Director Parnell suggests to keep it consistent, per section.
- C. Director Parnell states that Page 16 has missing information regarding a question he asked CEO Ales and the public comment relative to the discussion. Director Parnell states that he'd like to pull the minutes from approval.
- D. Director Parnell states that there are some pretty sizable contracts that are up for approval and is uncomfortable voting on a summary of the contracts.
- E. CEO Ales states he can email PDF versions of the contracts, if necessary. CEO Ales adds that there is private information like names and addresses that he would prefer not to make public. CEO Ales asks the board to tell him exactly what it is they would need to make an educated decision and he'd be happy to provide that.
- F. Director Parnell states that he would love to have PDF versions of the contracts sent to him.
 1. President Johnson encourages a motion, if that is the direction that Director Parnell chooses.
- G. Director Parnell moves have PDF versions of the contracts sent to the board.
- H. Director Parnell asks CEO Ales if a policy exists where contracts can't be shared to the public.
 1. CEO Ales replies that the state does honor a Freedom of Information Act, and is administrative policy to not publicly share personal information to the public.
- I. Director Parnell states that he doesn't think there is board policy relative to the matter.
 1. CEO Ales states that policy needs to be made. CEO Ales states that if he prefers, it can be called a procedure instead of policy but it is common practice of administration not to share personal information to the public.
- J. Director Parnell asks if any information is actually private.
- K. Director Crabtree states that in his practice, they would redact the contact and personal information of the contractor, if it had to be displayed to the public. Director Crabtree adds that he would be in favor of a centralized location where the board directors would have access to contracts that are up for approval.
- L. CEO Ales says that at the moment, he doesn't know what that looks like yet but will go back to the office and find that out.
- M. Director Crabtree asks if there are contracts that are up for approval this month that need to be approved before next month.
 1. Sonia Del Toro replies that there are contracts/events that will take place before the next board meeting and there always will be. Sonia Del Toro adds that the way the 'approval of the board' process works, isn't realistic based on the turnaround rate of the events.

- N. Director Crabtree states that he understands the mechanics of running a business and states that an out-of-cycle approval process may need to be considered.
- O. CEO Ales confirms that he will formulate a staff recommendation based on the directors comments.
- P. Director Parnell asks if Dry Diggings contract is displayed in full value for both years.
 - 1. CEO Ales states that the summary sheet does not currently display full contract value, only facility value. CEO Ales says that it can be revised to reflect full contract value.
- Q. Director Crabtree suggests referring the matter to the Finance Committee.
- R. Director Parnell states that he asked at the last meeting if the minutes are recorded in summary or in transcription and was told they are recorded as a very accurate summary. Director Parnell mentions that some of the minutes feel like transcript and some feel like summary and some are missing. Director Parnell states that he doesn't really know what the process is.
- S. Director Crabtree states that his occupation uses a process that only records a summarization of the actionable items and suggests the same.

VI. HERITAGE FOUNDATION:

- A. Steve Tuggle, Gold Country Fair Heritage Foundation President hands out a draft flyer for the upcoming GCFHF Golf Tournament. Steve Tuggle also hands out a GCFHF update summary. Steve Tuggle reports on the GCFHF's recent involvement in events and expresses their excitement for participating. Steve Tuggle announces the date of the upcoming golf tournament and encourages all to attend. Steve Tuggle also announces that he and CEO Ales met and agreed to get the Gold Country Fair Maintenance Staff new gas-powered equipment and mentions that the GCFHF is demonstrating support and giving back to the fairgrounds. Steve Tuggle states that the 'red barn project' is the GCFHF's main focus and is currently going through the design stage. Steve Tuggle mentions that GCFHF is planning to host Ag Day at a school in Roseville in 2024 and the intention is to bring it back to the fairgrounds in the future. Steve Tuggle expresses the growth of the GCFHF and the need for more rentable space but would like to remain on the grounds. Steve Tuggle continues to read off the summary page and priority project list.
 - 1. Director Crowley asks Steve if he intended to skip over By-Law /MOU review.
- B. Steve Tuggle replies that he did not and mentions that the GCFHF is actively looking at the bylaws and MOU. Steve adds that they have received comment back from their legal counsel but is seeking clarification and some items before releasing any information.
 - 1. Director Bailey reminds Steve that at the previous meeting, a conversation regarding an extension of the MOU was had and as of current, it has not been executed.
- C. Steve Tuggles states that the fair board chose to extend it but he took it back to his board and his board felt that their focus is mostly balancing the new MOU and

- creating a partnership as opposed to extending something that doesn't change the current MOU.
1. Director Bailey asks CEO Ales what the status is on the fairgrounds side.
- D. CEO Ales replies that he has forwarded the same question to CDFA legal and explained that there is currently no signed extension and without an extension, the MOU is technically expired.
1. Director Bailey clarifies that she requested legal guidance on the matter because activities are being undertaken and presenting to the public that an MOU partnership exists even though it is in fact expired. Director Bailey mentions that there may not be any consequences but expresses the importance of navigating potential issues.
- E. Steve Tuggle states that if a partnership exists, the GCFHF would be asked to partner on events like the crab feed and they don't need an MOU.
1. Director Bailey adds that she would like to ensure that while everyone is trying to resolve the conflict, that there is no potential conflict later.
- F. Director Parnell asks if the MOU is a time conflict.
1. Jack Haugen states that he and Steve have discussed this matter and would like to have an MOU so that the expectations of each side of the partnership are clear and have been pursuing it heavily.
- G. Director Parnell asks Director Bailey if it is better to take direct action via motion that states that may state the intention to complete an MOU by a certain time.
1. Director Bailey states that that is the reason why she sought legal guidance.
- H. Director Crowley clarifies that the board just received information that GCFHF's legal counsel has reviewed it, the parties are working in good faith and events are still going on. Director Crowley asks what the conflict is.
1. Director Bailey clarifies that she was making all aware that she sought legal advice and may have been referring to the weird space that everyone is behaving in without an MOU.
- I. Director Crabtree states that the board's intent at the last meeting was to give space for both parties to be satisfied with the agreement while not letting that past MOU expire. Director Crabtree adds that it is frustrating that the GCFHF allowed the MOU to expire and created an empty space. Director Crabtree says that the board's intent was to show that both parties were committed and now it is no longer formally documented.
- J. Steve Tuggle asks why the board wouldn't put all their effort into polishing up the MOU as opposed to extending something that didn't work for the GCFHF.
- K. President Johnson states that now that the GCFHF legal counsel has reviewed their new MOU, it would be appropriate for both parties to sit down and review it together for any potential conflicts. President Johnson adds that the GCFHF has not yet established a meeting to do so.
- L. Steve Tuggle states that the process takes time and is actively trying to complete the review and could potentially be ready to release the document by the first part of February.

- M. Jack Haugen suggests that the fair board also send the document to their legal counsel before both parties sit down and then discuss it.
- N. Steve Tuggle presents two checks to the Association, one in the amount of \$1,063.64 for the JLA/2024 Fair and another check allocated for the Placer Building bathrooms.
- O. Steve Tuggle continues to elaborate on the priority project list.

VII. COMMITTEE REPORTS:

A. CEO Report:

- 1. Motherlode Building Update
 - a. CEO Ales reports that the Fire Marshall inspected the Motherlode Building and generated a small to-do list be compliant and prepared for the preschool tenant to relocate.
- 2. AGvocates of the 20th District Update
 - a. CEO Ales states that the he proposed the idea at the December JLA meeting and proposed again in January for informational reasons.
- 3. Priority Project List – Gold Country Fair Heritage Foundation
 - a. CEO Ales restates that he and Steve have discussed the list.
- 4. 2024 Crab GCF Feed
 - a. CEO Ales announces the date of the 2024 Gold Country Fair Crab Feed and encourages all to attend.
- 5. 2022-2024 Rental Rates
 - a. CEO Ales directs the board’s attention to the pages in the board packet referring to the rental rates that were requested by the board and entertains any questions from the board.

B. Committee Assignments

- 1. Executive Committee
 - a. President Johnson reports that the committee met and discussed several topics which include but not limited to, the GCFHF MOU, the deterioration of the Sutter Building, committee assignments, 2024 CEO goals and Form 700 deadlines.
- 2. Exhibits Committee
 - a. Director Parnell reports that JLA sub-committee met but the minutes are not yet approved. Director Parnell adds that the committee did make a decision regarding Proposition 12, which is that hogs will not be allowed to be resold in the 2024 GCF JLA. Director Parnell mentions that it is the Association to allow resale hogs in 2025 and announces a comment period open through 9/15/2024 and a final announcement will be made no later than 10/31/2024 for the 2025 fair.
 - b. Director Parnell reports that Director Ebbert gave notes to report on the January JLA meeting and was very complimentary of Sonia Del Toro, the new JLA president and recognizes her for leading the group and communicating.
 - c. Director Parnell hopes to get more feedback regarding the Advocates approach and based on Director Ebbert’s feedback, a lot of

the proposed timelines came together and potentially may work to incorporate the approach in the current structure with the current leadership.

VIII. CORRESPONDENCE:

- A. Items provided via email to Directors with copies available at the meeting.
 1. PMIA/LAIF Performance Report
 2. D2023-07 Annual CEO Evaluation
 3. F2023-08 State Rules for California Fairs
 4. Upcoming Interim Events

IX. FINANCIALS:

- A. Director Parnell directs the board’s attention to the balance sheet Page 26 and explains that cash is down and fixed assets are up. Director Parnell refers to Page 31 and elaborates on the total line items and states that cash flow is slightly up.

X. OLD BUSINESS:

- A. Committee Assignments

XI. NEW BUSINESS:

- A. Non-Profit Application: Blossom Place
 1. CEO Ales reports that it is the staff recommendation to grant a 10% discount, due to the importance of the fundraising purposes to protect at risk young women.
 - a. Director Crowley mentions that the women leading this event spoke with the Placer County Association of Realtors and was incredible advocate and her impact was profound.
 2. Director Crowley moves to grant a 10% discount to Blossom Place. Director Crabtree 2nd the motion.
 - a. President Johnson asks if there is any further discussion.

President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Keri Askew Bailey	X		
Luke Parnell	X		
Dave Ebbert			
Randy Crabtree	X		
Corinn Crowley	X		
Eddie Vegaalban	X		

b. Motion passes.

- B. Non-Profit Application: Tahoe Cattlemen Association

1. CEO reports that it is staff recommendation to decline the application due to a lack of appropriate days' notice.
 - a. Director Parnell asks if it doesn't meet the requirement, why was it being considered.
2. CEO Ales replies that the board is considering because the non-profit still gets the opportunity to be considered in front of the board regardless of the restrictions.
 - a. Director Parnell asks how the non-profits are aware of the procedure.
 - a. Sonia Del Toro replies that the policy manual is public in which contains the current non-profit policy.
 - b. CEO Ales states that it is disclosed at the time of requesting the facility and initiating the contract.
 - b. Director Crabtree asks that the staff report why the current policy is the way it is.
 - c. Director Crabtree moved to deny the non-profit application with regrets to the Tahoe Cattlemen's Association. Director Bailey regrettably 2nd the motion.
 - d. President Johnson asks if there is any further discussion.
 - a. Tim Sands states that the Tahoe Cattlemen's Association has been a part of the fairgrounds for decades and requests that board reconsiders the application.
 - b. Colleen Sands states that a good business practice is to give 5% discount to non-profits organizations.
 - e. Director Crabtree asks if this matter can be deferred to CEO Ales.
 - a. Director Parnell states that CEO Ales' recommendation was to deny it.
 - f. Director Crabtree replies that it was staff's recommendation to deny it, not CEO Ales'. Director Crabtree suggests that CEO Ales may use his discretion to apply a discount accordingly.
3. Director Crabtree amends the motion on the floor to defer the decision to CEO Ales. Director Bailey 2nd the motion.
 - a. President Johnson asks if there is any further discussion.

President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Keri Askew Bailey	X		
Luke Parnell	X		
Dave Ebbert			
Randy Crabtree	X		
Corinn Crowley	X		

Eddie Vegaalban	X		
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b. Motion Passes.

XII. RECOGNITION OR CELEBRATION:

1. Director Crabtree moves to recognize the contributions of the GCFHF and their continued support of the fair. Director Crowley 2nd the motion.

a. President Johnson asks if there is any further discussion.

President Johnson asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Peg Johnson	X		
Keri Askew Bailey	X		
Luke Parnell	X		
Dave Ebbert			
Randy Crabtree	X		
Corinn Crowley	X		
Eddie Vegaalban	X		

2. Motion Passes

XIII. MATTERS OF INFORMATION:

A. CEO Comments

a. Welcomes Eddie Vegaalban to the Board of Directors.

B. Director/Staff Comments

C. Board Meeting Dates:

1. Thursday, February 22, 2024 – Tahoe Building

2. Thursday, March 28, 2024

D. Upcoming Key Activities

XIV. ADJOURNMENT

Further information regarding this regularly scheduled meeting of the Board of Directors for the 20th District Agricultural Association may be obtained by contacting the Chief Executive Officer at 1273 High Street, Auburn, CA 95603, telephone 530-823-4533.

Date of Notice January 12, 2024



P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER XXXX XXXX XXXX 7299
STATEMENT DATE 01-22-2024
AMOUNT DUE \$13,579.08
NEW BALANCE \$13,579.08
PAYMENT DUE ON RECEIPT



000001725 01 SP 106481944046721 P

20TH DAA
MALLORY HUDSON
PO BOX 5527
AUBURN CA 95604-5527

AMOUNT ENCLOSED

\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4246044555657299 001357908 001357908

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

20TH DAA XXXX XXXX XXXX 7299	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$11,336.07	\$2,243.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,579.08

NEW ACTIVITY

DON ALES **CREDITS** **PURCHASES** **CASH ADV** **TOTAL ACTIVITY**
XXXX-XXXX-XXXX-4412 \$0.00 \$2,243.01 \$0.00 \$2,243.01

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-26	12-22	24000973356859301623747	THE UPS STORE 4149 707-5613645 CA	53.32
12-28	12-27	24164073361105522244036	STAPLES INC STAPLES.COM MA	21.44
12-28	12-27	24692163361109127158120	AMAZON PRIME*QT5918043 AMZN.COM/BILL WA	16.08
01-03	01-02	24692164002104123783974	DRI*PRINTING SERVICES 888-888-4211 CA	68.49
01-03	01-02	24906414002190659104884	EIG*CONSTANTCONTACT.COM 855-2295506 MA	527.85
01-04	01-03	24431064003083314843945	AMZN MKTP US*Y22NJ94Z3 SEATTLE WA	107.24
01-04	01-03	24692164003104795799703	AMZN MKTP US*TK9235CB2 AMZN.COM/BILL WA	18.22
01-04	01-03	24692164003104807015502	AMZN MKTP US*TK6861G00 AMZN.COM/BILL WA	27.50
01-05	01-04	24692164004105554466870	AMAZON.COM*TK7TY9Z62 AMZN.COM/BILL WA	102.06
01-08	01-07	24492154007713533230562	ADOBE *ACROPRO SUBS 408-536-6000 CA	19.99
01-08	01-05	24692164005106550541178	AMZN MKTP US*TK1BW1062 AMZN.COM/BILL WA	284.16
01-09	01-08	24431064008083313030788	AMZN MKTP US*TK9HQ8HC1 SEATTLE WA	13.93
01-09	01-08	24692164008108702551920	AMAZON PRIME*TK9MQ05Q1 AMZN.COM/BILL WA	16.08
01-09	01-08	24692164008108763829496	AMZN MKTP US*RT8AL4A00 AMZN.COM/BILL WA	64.34
01-10	01-09	24943004009700865199440	ADOBE ACROPRO SUBS 408-536-6000 CA	19.99
01-11	01-11	24692164011100740568763	AMZN MKTP US*RT7IS2SN0 AMZN.COM/BILL WA	27.87
01-12	01-11	24204294011000809001050	FACEBK HWH65ZPFL2 650-5434800 CA	50.00
01-16	01-15	24692164015104289792632	LOWES #02755* WEST SACRAMEN CA	96.45
01-22	01-20	24011344020000039037655	WIX.COM 1096352659 WWW.WIX.COM CA	708.00

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

XXXX-XXXX-XXXX-7299

ACCOUNT SUMMARY

PREVIOUS BALANCE 11,336.07
PURCHASES &
OTHER CHARGES 2,243.01

STATEMENT DATE

01/22/24

DISPUTED AMOUNT

.00

CASH ADVANCES .00

CASH ADVANCE FEES .00

LATE PAYMENT
CHARGES .00

CREDITS .00

PAYMENTS .00

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

13,579.08

ACCOUNT BALANCE 13,579.08

Gold Country Fair
CHECKS/PAYMENTS
As of January 31, 2024

Date	Num	Name	Memo	Amount
10000 · Cash Accounts				
11300 · Operating				
01/03/2024	15957	SONITROL		-273.45
01/05/2024	15958	Eyn Sasaki	Year End Employee Party	-280.00
01/05/2024	15959	ANDERSON'S SIERRA PIPE	Customer #20TH50	-31.42
01/05/2024	15960	AUBURN TROPHIES	INV/OICE #02297	-37.54
01/05/2024	15961	DAWSON OIL	UNLEADED GAS #31249	-417.60
01/05/2024	15962	DELTA DENTAL	DENTAL PREMIUMS - 05-R10113400000	-90.31
01/05/2024	15963	Department of Housing and Community Devel	Decal#CCG1855	-33.00
01/05/2024	15964	Event Security Specialists	Invoice#20-373	-245.00
01/05/2024	15965	PLACER COUNTY WATER AGENCY 5166-3157	UNTREATED WATER SERVICE 11/09-12/11/2023	-1,106.87
01/05/2024	15966	PLACER COUNTY WATER AGENCY 5191-3191	TREATED WATER - 11/09-12/11/2023	-1,813.75
01/05/2024	15967	PLACER COUNTY WATER AGENCY 5217-3214	TREATED WATER - 11/09-12/11/2023	-216.63
01/05/2024	15968	PLACER COUNTY WATER AGENCY 743-28074	Untreated Water 11/16-12/16/2023	-103.39
01/05/2024	15969	recology Auburn Placer 042325421	Account#042325421	-4,055.84
01/05/2024	15970	VERIZON WIRELESS	672399948-00001	-163.85
01/05/2024	15971	Roseville Chamber	Invoice#5200	-195.00
01/05/2024	15972	Antonio Zambrano	Maintenance	-408.00
01/05/2024	15973	Mathew Ritchie	Maintenance	-408.00
01/12/2024	15974	Chns Greene	Maintenance	-102.00
01/12/2024	15975	Chns Greene	Maintenance	-323.00
01/12/2024	15976	Mathew Ritchie	Maintenance	-272.00
01/12/2024	15977	Antonio Zambrano	Maintenance	-701.25
01/12/2024	15978	CALIFORNIA FIRE & SAFETY	INVOICE #102774	-835.00
01/12/2024	15979	HARRIS INDUSTRIAL GASES	ACCOUNT# 00181	-41.45
01/12/2024	15980	Hunt & Sons LLC	Invoice# 800445	-982.04
01/12/2024	15981	P.G. & E	5510802902-0	-651.82
01/12/2024	15982	Recology Auburn Placer 00307	Account# A0040000307	-1,355.56
01/12/2024	15983	Recology Auburn Placer 45187	Account# A0040045187	-2,696.42
01/12/2024	15984	Wave - 1401103595901	Account# 1401-1035959-01	-275.60
01/19/2024	15987	Wave - 1401105198401	Account# 1401-1051984-01	-1,860.40
01/19/2024	15988	Chns Greene	Maintenance	-306.00
01/19/2024	15989	Antonio Zambrano	Maintenance	-544.00
01/19/2024	15990	Mathew Ritchie	Maintenance	-391.00
01/19/2024	15991	Golden Eagle Athletic Facilities Improvem	Contract Canceled 24-20	-750.00
01/19/2024	15992	Brothers Wilson Forklift Service	R&B Air Cleaner	-176.48
01/19/2024	15993	CALTRONICS	Invoice# 3970917	-174.88
01/19/2024	15994	CFFSA	Statement 12/31/2023-01/11/2024	-5,189.80
01/19/2024	15995	Cintas	Paye#21783997	-166.06
01/19/2024	15996	HOME DEPOT	3489	-471.45
01/19/2024	15997	Local Construction & Restoration	Invoice#3845	-3,071.27
01/19/2024	15998	M2 Productions	Invoice#6659	-37.54
01/19/2024	15999	MALLORY HUDSON BOOKKEEPING	INV/OICE Dec	-1,085.00
01/22/2024	16000	AUBURN CHAMBER OF COMMERCE	2024 Fair Billboard	-990.00
01/26/2024	16001	Ray Smith	safety meeting	-135.63
01/26/2024	16002	Daniel Macon	Contract#23-92	-910.00
01/26/2024	16003	Debbie Mitchell	Contract#23-93	-500.00
01/26/2024	16004	SUTTER AUBURN FAITH HOSPITAL	Contract#23-75	-350.00
01/26/2024	16004	Nor Cal Motorcycle Club	Contract#23-91	-500.00

Gold Country Fair
CHECKS/PAYMENTS
As of January 31, 2024

Date	Num	Name	Memo	Amount
01/26/2024	16005	Chapa-De Indian Health	Contract#23-81	-750.00
01/26/2024	16006	Nelly Noemi Hernandez	Contract#23-63	-470.00
01/26/2024	16007	CITY OF AUBURN - Accounts Payable	Contract#23-90	-300.00
01/26/2024	16008	Angelique Clarke	Contract#23-62	-500.00
01/26/2024	16009	Firepower Promotions Inc	Contract#23-83	-1,150.00
01/26/2024	16010	AUBURN TROPHIES	INVOICE #02373	-12.87
01/26/2024	16011	CALPERS	customer id # 358312309 - 17420060 & 17420061	-2,403.55
01/26/2024	16012	DELTA DENTAL	DENTAL PREMIUMS - 05-R10113400000	-90.31
01/26/2024	16013	Event Security Specialists	Invoice#24-012	-980.00
01/26/2024	16014	Wave - 1401060001901	1401-0600019-01	-487.86
01/26/2024	16015	Antonio Zambrano	Maintenance	-816.00
01/26/2024	16016	Matthew Ritchie	Maintenance	-505.75
01/26/2024	16017	Chrs Greene	Maintenance	-221.00
01/29/2024	16017	Intuit Merchant Services	MONTHLY CLOUD	-9.95
01/29/2024	16018	Ray Smith.	Crab Feed Zoom Meeting	-147.04
Total 11300 - Operating				-44,569.63
11400 - Premium Account				
Total 11400 - Premium Account				
11500 - Payroll				
01/15/2024		PAYROLL PEOPLE INC.	Pay Period 01/15/2024	-303.69
01/15/2024		IRS DESUSATAXPYMT	Pay Period 01/15/2024	-4,329.50
01/15/2024	20468	Betker., John	Direct Deposit Created by Payroll Service	-632.69
01/15/2024	dd	Jr., Anthony Smith	Direct Deposit Created by Payroll Service	-2,094.13
01/15/2024	dd	Sasaki, Eryn	Direct Deposit Created by Payroll Service	-1,268.27
01/15/2024	dd	Romero, Bryan	Direct Deposit Created by Payroll Service	-705.31
01/15/2024	dd	Toro, Sonia Del	Direct Deposit Created by Payroll Service	-2,528.81
01/15/2024	dd	Ambrtiz, Antonio	Direct Deposit Created by Payroll Service	-915.52
01/15/2024	dd	ALES, DONALD	Direct Deposit Created by Payroll Service	-3,570.41
01/31/2024		PAYROLL PEOPLE INC.	Direct Deposit Created by Payroll Service	-88.69
01/31/2024		IRS DESUSATAXPYMT	Pay Period 01/31/2024	-5,195.00
01/31/2024	20469	Betker., John	Pay Period 01/31/2024	-1,106.84
01/31/2024	dd	Jr., Anthony Smith	Direct Deposit Created by Payroll Service	-2,094.13
01/31/2024	dd	Sasaki, Eryn	Direct Deposit Created by Payroll Service	-1,864.15
01/31/2024	dd	Romero, Bryan	Direct Deposit Created by Payroll Service	-1,728.64
01/31/2024	dd	Toro, Sonia Del	Direct Deposit Created by Payroll Service	-1,904.68
01/31/2024	dd	Ambrtiz, Antonio	Direct Deposit Created by Payroll Service	-1,924.32
01/31/2024	dd	ALES, DONALD	Direct Deposit Created by Payroll Service	-3,570.41
Total 11500 - Payroll				-35,825.19
11700 - JLA Cash Account				
Total 11700 - JLA Cash Account				
Total 10000 - Cash Accounts				-80,394.82
TOTAL				-80,394.82

Gold Country Fair
Balance Sheet
 As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash Accounts	
11100 · Petty Cash	700.00
11300 · Operating	19,578.01
11400 · Premium Account	2,470.57
11500 · Payroll	898.49
11601 · Money Market (Operating)	161,385.07
11710 · JLA New 08/2016	80,173.22
11800 · LAIF	485,742.78
Total 10000 · Cash Accounts	750,948.14
Total Checking/Savings	750,948.14
Accounts Receivable	
13100 · Accounts Receivable	11,494.00
13103 · JLA Accounts Receivable	16,413.42
Total Accounts Receivable	27,907.42
Other Current Assets	
13110 · Allowance for Doubtful Account	-5,156.04
13115 · JLA Allowance for Doubtful Acct	-16,413.42
Total Other Current Assets	-21,569.46
Total Current Assets	757,286.10
Fixed Assets	
19000 · Construction in Progress	70,449.09
19100 · Land	54,369.96
19200 · Buildings & Improvements	5,796,226.13
19210 · Accumulated Depreciation	-2,904,802.53
19300 · Equipment	341,180.79
19310 · Accumulated Depreciation Equip.	-285,506.65
Total Fixed Assets	3,071,916.79
Other Assets	
16000 · Deferred Outflows of Resources	93,720.57
Total Other Assets	93,720.57
TOTAL ASSETS	3,922,923.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
22800 · Deferred Income	2,401.00
23100 · Loans Payable - SB 84	47,779.00
24110 · Security Deposits	32,610.00
24500 · Leave Liability	17,101.33
Total Other Current Liabilities	99,891.33
Total Current Liabilities	99,891.33
Long Term Liabilities	
25600 · Deferred Inflows of Resources	125,154.74
26000 · Net Pension Liability	295,245.90
Total Long Term Liabilities	420,400.64
Total Liabilities	520,291.97

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Accrual Basis

Gold Country Fair
Balance Sheet
As of January 31, 2024

	<u>Jan 31, 24</u>
Equity	
1110 · Retained Earnings	140,057.72
25100 · JLA Reserve	84,789.64
29100 · Net Resources - Operations	3,397,651.22
29400 · Unrestricted Net Position - Pen	-326,680.07
Net Income	106,812.98
	<hr/>
Total Equity	3,402,631.49
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>3,922,923.46</u></u>

**Gold Country Fair
Balance Sheet
As of January 31, 2024**

	Jan 31, 24	Jan 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · Cash Accounts	750,948.14	963,140.77	-212,192.63	-22.0%
Total Checking/Savings	750,948.14	963,140.77	-212,192.63	-22.0%
Accounts Receivable				
13100 · Accounts Receivable	11,494.00	16,105.04	-4,611.04	-28.6%
13103 · JLA Accounts Receivable	16,413.42	16,413.42	0.00	0.0%
Total Accounts Receivable	27,907.42	32,518.46	-4,611.04	-14.2%
Other Current Assets				
13110 · Allowance for Doubtful Account	-5,156.04	-5,156.04	0.00	0.0%
13115 · JLA Allowance for Doubtful Acct	-16,413.42	-16,413.42	0.00	0.0%
15000 · Undeposited Funds	0.00	14,856.05	-14,856.05	-100.0%
Total Other Current Assets	-21,569.46	-6,713.41	-14,856.05	-221.3%
Total Current Assets	757,286.10	988,945.82	-231,659.72	-23.4%
Fixed Assets				
19000 · Construction in Progress	70,449.09	546,599.60	-476,150.51	-87.1%
19100 · Land	54,369.96	54,369.96	0.00	0.0%
19200 · Buildings & Improvements	5,796,226.13	5,063,417.31	732,808.82	14.5%
19210 · Accumulated Depreciation	-2,904,802.53	-2,904,802.53	0.00	0.0%
19300 · Equipment	341,180.79	297,954.05	43,226.74	14.5%
19310 · Accumulated Depreciation Equip.	-285,506.65	-285,506.65	0.00	0.0%
Total Fixed Assets	3,071,916.79	2,772,031.74	299,885.05	10.8%
Other Assets				
16000 · Deferred Outflows of Resources	93,720.57	93,720.57	0.00	0.0%
Total Other Assets	93,720.57	93,720.57	0.00	0.0%
TOTAL ASSETS	3,922,923.46	3,854,698.13	68,225.33	1.8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
21200 · Accounts Payable	0.00	2,240.67	-2,240.67	-100.0%
Total Accounts Payable	0.00	2,240.67	-2,240.67	-100.0%
Other Current Liabilities				
22800 · Deferred Income	2,401.00	205,619.00	-203,218.00	-98.8%
23100 · Loans Payable - SB 84	47,779.00	47,779.00	0.00	0.0%
24110 · Security Deposits	32,610.00	28,000.00	4,610.00	16.5%
24500 · Leave Liability	17,101.33	17,101.33	0.00	0.0%
Total Other Current Liabilities	99,891.33	298,499.33	-198,608.00	-66.5%
Total Current Liabilities	99,891.33	300,740.00	-200,848.67	-66.8%
Long Term Liabilities				
25600 · Deferred Inflows of Resources	125,154.74	125,154.74	0.00	0.0%
26000 · Net Pension Liability	295,245.90	295,245.90	0.00	0.0%
Total Long Term Liabilities	420,400.64	420,400.64	0.00	0.0%
Total Liabilities	520,291.97	721,140.64	-200,848.67	-27.9%
Equity				
1110 · Retained Earnings	140,057.72	-2,371.66	142,429.38	6,005.5%
25100 · JLA Reserve	84,789.64	84,789.64	0.00	0.0%
29100 · Net Resources - Operations	3,397,651.22	3,397,651.22	0.00	0.0%
29400 · Unrestricted Net Position - Pen	-326,680.07	-326,680.07	0.00	0.0%

	<u>Jan 31, 24</u>	<u>Jan 31, 23</u>	<u>\$ Change</u>	<u>% Change</u>
Net Income	106,812.98	-19,831.64	126,644.62	638.6%
Total Equity	3,402,631.49	3,133,557.49	269,074.00	8.6%
TOTAL LIABILITIES & EQUITY	<u><u>3,922,923.46</u></u>	<u><u>3,854,698.13</u></u>	<u><u>68,225.33</u></u>	<u><u>1.8%</u></u>

Gold Country Fair Profit & Loss Budget vs. Actual January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
41000 · Admissions to Grounds	0.00	0.00	0.00	0.0%
41010 · Admissions - Regular Gate	0.00	0.00	0.00	0.0%
Total 41000 · Admissions to Grounds	0.00	0.00	0.00	0.0%
41500 · Industrial & Commercial Space	0.00	0.00	0.00	0.0%
41510 · Inside Commercial Space	0.00	0.00	0.00	0.0%
41520 · Outside Commercial Space	0.00	0.00	0.00	0.0%
Total 41500 · Industrial & Commercial Space	0.00	0.00	0.00	0.0%
42000 · Concessions	0.00	0.00	0.00	0.0%
42100 · Carnival	0.00	0.00	0.00	0.0%
42110 · Carnival - Presale	0.00	0.00	0.00	0.0%
42200 · Food Concessions	0.00	0.00	0.00	0.0%
Total 42000 · Concessions	0.00	0.00	0.00	0.0%
43000 · Exhibits	0.00	0.00	0.00	0.0%
43100 · Entry Fees	0.00	0.00	0.00	0.0%
Total 43000 · Exhibits	0.00	0.00	0.00	0.0%
46000 · Fair Attractions	0.00	0.00	0.00	0.0%
46400 · Destruction Derby	0.00	0.00	0.00	0.0%
Total 46000 · Fair Attractions	0.00	0.00	0.00	0.0%
47000 · Misc. Fair Revenue	0.00	0.00	0.00	0.0%
47100 · Parking	0.00	0.00	0.00	0.0%
47300 · Utility Fee Reimbursement	0.00	0.00	0.00	0.0%
47810 · CFSA Insurance	0.00	0.00	0.00	0.0%
47900 · Sponsorships	0.00	0.00	0.00	0.0%
Total 47000 · Misc. Fair Revenue	0.00	0.00	0.00	0.0%
47005 · Misc. Non Fair Program Revenue	6,790.00	5,000.00	1,790.00	135.8%
47105 · Admissions - Crab Feed	6,790.00	5,000.00	1,790.00	135.8%
Total 47005 · Misc. Non Fair Program Revenue	6,790.00	5,000.00	1,790.00	135.8%

Gold Country Fair Profit & Loss Budget vs. Actual January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
48000 · Interim Rental Revenue				
48100 · Interim Rental - Buildings				
48110 · RENT - Schools	5,496.00			
48120 · RENT - Auburn Host Lions Bldg	1,030.00			
48130 · RENT - Small Animal Barn	670.00			
48135 · RENT - Tahoe Building	895.00			
48140 · RENT - Sierra	1,432.50			
48150 · RENT - Sutter	1,307.19			
48160 · RENT - Clubhouse	715.00			
48170 · RENT - Placer	2,835.00			
48180 · RENT - Other	500.00			
48190 · RENT - Armory	7,360.00			
48100 · Interim Rental - Buildings - Other	0.00	20,416.67	-20,416.67	0.0%
Total 48100 · Interim Rental - Buildings	22,240.69	20,416.67	1,824.02	108.9%
48200 · Interim Rental - Grounds				
48230 · RENT - Horse Arena	568.00			
48200 · Interim Rental - Grounds - Other	0.00	0.00	0.00	0.0%
Total 48200 · Interim Rental - Grounds	568.00	0.00	568.00	100.0%
48300 · Interim Rental - Equipment/Tent	-300.00	1,500.00	-1,800.00	-20.0%
48400 · Interim Concessions Revenue	0.00	625.00	-625.00	0.0%
48500 · Utility Fee Reimbursement	3,245.85	4,583.33	-1,337.48	70.8%
48600 · Interim Parking Revenue	0.00	0.00	0.00	0.0%
48700 · Other Interim Revenue				
48710 · Labor Reimbursement	100.00			
48770 · Rebates	3.00			
48700 · Other Interim Revenue - Other	0.00	1,000.00	-1,000.00	0.0%
Total 48700 · Other Interim Revenue	103.00	1,000.00	-897.00	10.3%
Total 48000 · Interim Rental Revenue	25,857.54	28,125.00	-2,267.46	91.9%
49500 · Other Operating Revenue				
49510 · Interest Earnings	7,182.57	0.00	7,182.57	100.0%
49520 · Donations/Sponsorships	22,679.38	20,000.00	2,679.38	113.4%
49530 · Other	9,000.00	10,000.00	-1,000.00	90.0%
Total 49500 · Other Operating Revenue	38,861.95	30,000.00	8,861.95	129.5%
Total Income	71,509.49	63,125.00	8,384.49	113.3%
Gross Profit	71,509.49	63,125.00	8,384.49	113.3%
Expense				
50000 · Administrative Expense				
50100 · Salaries - Permanent	15,533.01	15,306.50	226.51	101.5%

Gold Country Fair Profit & Loss Budget vs. Actual January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
50200 · Salaries - Temporary	3,822.00	2,750.00	1,072.00	139.0%
50310 · Employee Benefits	2,604.97	9,125.00	-6,520.03	28.5%
50320 · Payroll Taxes	2,646.51	2,000.00	646.51	132.3%
50330 · Worker's Compensation Insurance	2,597.49	2,500.00	97.49	103.9%
50400 · Professional Services	1,477.38	1,333.33	144.05	110.8%
50500 · Director's Expense	50.41	2,000.00	-1,949.59	2.5%
50600 · Traveling/Training	0.00	4,000.00	-4,000.00	0.0%
50700 · Office Supplies & Expense	843.79	1,500.00	-656.21	56.3%
50800 · Telephone & Postage Expense	163.85	125.00	38.85	131.1%
50900 · Dues & Subscriptions	228.00	666.67	-438.67	34.2%
51000 · Insurance (General Liability)	2,563.84	2,250.00	313.84	113.9%
51300 · Audit	0.00	0.00	0.00	0.0%
51500 · Bank Charges	-591.59	125.00	-716.59	-473.3%
Total 50000 · Administrative Expense	31,939.66	43,681.50	-11,741.84	73.1%
52000 · Maintenance/General Operations				
52100 · Salaries - Permanent	5,042.60	5,833.33	-790.73	86.4%
52200 · Salaries - Temporary	8,388.69	6,250.00	2,138.69	134.2%
52210 · Employee Benefits	0.00	4,166.67	-443.67	89.4%
52300 · Professional Services	3,723.00	18,750.00	-9,823.52	47.6%
52800 · Light, Heat & Water	8,926.48	1,250.00	1,373.86	209.9%
52850 · Temp Internet Services	2,623.86	1,842.89	-2,407.11	43.4%
52900 · Maintenance of Equip./Supplies	1,842.89	3,750.00	-207.28	94.5%
53000 · Maintenance of Buildings/Ground	3,542.72	500.00	-500.00	0.0%
53100 · Trash Removal (Non-Fair)	4,055.84	44,750.00	-6,603.92	85.2%
53200 · Other Maintenance Expense	0.00	0.00	990.00	100.0%
Total 52000 · Maintenance/General Operations	38,146.08	44,750.00	-6,603.92	85.2%
54000 · Publicity				
54400 · Advertising	990.00	0.00	990.00	100.0%
Total 54000 · Publicity	990.00	0.00	990.00	100.0%
56000 · Attendance Operations				
56101 · Salaries - Temporary	0.00	0.00	0.00	0.0%
56192 · Concession Auditor	0.00	0.00	0.00	0.0%
Total 56101 · Salaries - Temporary	0.00	0.00	0.00	0.0%
56200 · Professional Services	0.00	0.00	0.00	0.0%
56300 · Supplies & Expense	0.00	0.00	0.00	0.0%
Total 56000 · Attendance Operations	0.00	0.00	0.00	0.0%

Gold Country Fair Profit & Loss Budget vs. Actual January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
57000 · Misc. Fair Expense	0.00	0.00	0.00	0.0%
57100 · Parking Lot (% to contractor)	0.00	0.00	0.00	0.0%
57800 · Other	0.00	0.00	0.00	0.0%
Total 57000 · Misc. Fair Expense	0.00	0.00	0.00	0.0%
57005 · Misc. Non-Fair Programs	0.00	1,666.67	-1,666.67	0.0%
57205 · Supplies & Expense	0.00	0.00	0.00	0.0%
57405 · Sponsorship (non-fair) Expense	0.00	2,000.00	-2,000.00	0.0%
57515 · Other - Interim Parking Expense	0.00	0.00	0.00	0.0%
57705 · Advertising	0.00	0.00	0.00	0.0%
Total 57005 · Misc. Non-Fair Programs	0.00	3,666.67	-3,666.67	0.0%
58000 · Premiums	0.00	0.00	0.00	0.0%
58100 · Cash Awards	37.54	0.00	37.54	100.0%
58200 · Trophies, Medals, Ribbons	0.00	0.00	0.00	0.0%
Total 58000 · Premiums	37.54	0.00	37.54	100.0%
63000 · Exhibits Expense	0.00	0.00	0.00	0.0%
63200 · Judges	0.00	0.00	0.00	0.0%
63300 · Professional Services	0.00	0.00	0.00	0.0%
63400 · Supplies & Expense	0.00	0.00	0.00	0.0%
Total 63000 · Exhibits Expense	0.00	0.00	0.00	0.0%
66000 · Fair Entertainment Expense	0.00	0.00	0.00	0.0%
66200 · Professional Services	0.00	0.00	0.00	0.0%
66300 · Supplies & Expense	0.00	0.00	0.00	0.0%
66500 · Ground Entertainment	0.00	0.00	0.00	0.0%
66600 · Grandstand Entertainment	0.00	0.00	0.00	0.0%
66700 · Other	0.00	0.00	0.00	0.0%
Total 66000 · Fair Entertainment Expense	0.00	0.00	0.00	0.0%
80000 · Prior Year Expense Adjustment	-9,640.06	0.00	0.00	0.0%
90000 · Depreciation	0.00	0.00	0.00	0.0%
Total Expense	61,473.22	92,098.17	-30,624.95	66.7%
Net Ordinary Income	10,036.27	-28,973.17	39,009.44	-34.6%
Other Income/Expense	96,000.00	96,000.00	0.00	0.0%
Other Income	96,000.00	96,000.00	0.00	0.0%
31200 · State Allocations	0.00	0.00	0.00	0.0%
Total Other Income	96,000.00	96,000.00	0.00	0.0%

Gold Country Fair Profit & Loss Budget vs. Actual

January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Other Expense				
57600 · JLA	48.39			
57640 · Supplies & Expense	-905.05			
57680 · Prior Year Exp. Adjustment	79.95			
57690 · Other				
Total 57600 · JLA	-776.71			
Total Other Expense	-776.71			
Net Other Income	96,776.71			
Net Income	106,812.98	-28,973.17	135,786.15	-368.7%

Gold Country Fair

Profit & Loss Prev Year Comparison

January 2024

	Jan 24	Jan 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
47000 · Misc. Fair Revenue				
47810 · CFSA Insurance	0.00	0.00	0.00	0.0%
Total 47000 · Misc. Fair Revenue	0.00	0.00	0.00	0.0%
47005 · Misc. Non Fair Program Revenue				
47105 · Admissions - Crab Feed	6,790.00	4,650.00	2,140.00	46.0%
Total 47005 · Misc. Non Fair Program Revenue	6,790.00	4,650.00	2,140.00	46.0%
48000 · Interim Rental Revenue				
48100 · Interim Rental - Buildings				
48110 · RENT - Schools	5,496.00	1,478.40	4,017.60	271.8%
48120 · RENT - Auburn Host Lions Bldg	1,030.00	0.00	1,030.00	100.0%
48130 · RENT - Small Animal Barn	670.00	0.00	670.00	100.0%
48135 · RENT - Tahoe Building	895.00	0.00	895.00	100.0%
48140 · RENT - Sierra	1,432.50	0.00	1,432.50	100.0%
48150 · RENT - Sutter	1,307.19	180.00	1,127.19	626.2%
48160 · RENT - Clubhouse	715.00	0.00	715.00	100.0%
48170 · RENT - Placer	2,835.00	1,493.00	1,342.00	89.9%
48180 · RENT - Other	500.00	0.00	500.00	100.0%
48190 · RENT - Armory	7,360.00	0.00	7,360.00	100.0%
Total 48100 · Interim Rental - Buildings	22,240.69	3,151.40	19,089.29	605.7%
48200 · Interim Rental - Grounds				
48230 · RENT - Horse Arena	568.00	0.00	568.00	100.0%
48270 · RENT - RV Parking	0.00	80.00	-80.00	-100.0%
Total 48200 · Interim Rental - Grounds	568.00	80.00	488.00	610.0%
48300 · Interim Rental - Equipment/Tent	-300.00	250.00	-550.00	-220.0%
48500 · Utility Fee Reimbursement	3,245.85	507.45	2,738.40	539.6%
48700 · Other Interim Revenue				
48710 · Labor Reimbursement	100.00	0.00	100.00	100.0%
48770 · Rebates	3.00	171.00	-168.00	-98.3%
Total 48700 · Other Interim Revenue	103.00	171.00	-68.00	-39.8%
Total 48000 · Interim Rental Revenue	25,857.54	4,159.85	21,697.69	521.6%
49000 · Prior Year Revenue Adjustment	0.00	85.00	-85.00	-100.0%
49500 · Other Operating Revenue				
49520 · Donations/Sponsorships	22,679.38	0.00	22,679.38	100.0%
49530 · Other	9,000.00	4,750.00	4,250.00	89.5%
Total 49500 · Other Operating Revenue	31,679.38	4,750.00	26,929.38	566.9%
Total Income	64,326.92	13,644.85	50,682.07	371.4%
Gross Profit	64,326.92	13,644.85	50,682.07	371.4%
Expense				
50000 · Administrative Expense				
50100 · Salaries - Permanent	15,533.01	13,495.94	2,037.07	15.1%

Gold Country Fair Profit & Loss Prev Year Comparison January 2024

	Jan 24	Jan 23	\$ Change	% Change
50200 · Salaries - Temporary	3,822.00	1,056.51	2,765.49	261.8%
50310 · Employee Benefits	2,604.97	2,233.30	371.67	16.6%
50320 · Payroll Taxes	2,646.51	1,981.48	665.03	33.6%
50330 · Worker's Compensation Insurance	2,597.49	0.00	2,597.49	100.0%
50400 · Professional Services	1,477.38	402.00	1,075.38	267.5%
50500 · Director's Expense	50.41	0.00	50.41	100.0%
50600 · Traveling/Training	0.00	432.88	-432.88	-100.0%
50700 · Office Supplies & Expense	843.79	373.21	470.58	126.1%
50800 · Telephone & Postage Expense	163.85	0.00	163.85	100.0%
50900 · Dues & Subscriptions	228.00	200.00	28.00	14.0%
51000 · Insurance (General Liability)	2,563.84	0.00	2,563.84	100.0%
51500 · Bank Charges	-591.59	189.90	-781.49	-411.5%
Total 50000 · Administrative Expense	31,939.66	20,365.22	11,574.44	56.8%
52000 · Maintenance/General Operations				
52100 · Salaries - Permanent	5,042.60	5,270.49	-227.89	-4.3%
52200 · Salaries - Temporary	8,388.69	5,809.50	2,579.19	44.4%
52210 · Employee Benefits	0.00	0.00	0.00	0.0%
52300 · Professional Services	3,723.00	3,445.50	277.50	8.1%
52800 · Light, Heat & Water	8,926.48	5,142.46	3,784.02	73.6%
52850 · Temp Internet Services	2,623.86	930.20	1,693.66	182.1%
52900 · Maintenance of Equip./Supplies	1,842.89	1,971.08	-128.19	-6.5%
53000 · Maintenance of Buildings/Ground	3,542.72	3,462.37	80.35	2.3%
53100 · Trash Removal (Non-Fair)	4,055.84	0.00	4,055.84	100.0%
Total 52000 · Maintenance/General Operations	38,146.08	26,031.60	12,114.48	46.5%
54000 · Publicity				
54400 · Advertising	990.00	154.87	835.13	539.3%
Total 54000 · Publicity	990.00	154.87	835.13	539.3%
57005 · Misc. Non-Fair Programs				
57405 · Sponsorship (non-fair) Expense	0.00	0.00	0.00	0.0%
Total 57005 · Misc. Non-Fair Programs	0.00	0.00	0.00	0.0%
58000 · Premiums				
58200 · Trophies, Medals, Ribbons	37.54	0.00	37.54	100.0%
Total 58000 · Premiums	37.54	0.00	37.54	100.0%
80000 · Prior Year Expense Adjustment	-9,640.06	901.80	-10,541.86	-1,169.0%
Total Expense	61,473.22	47,453.49	14,019.73	29.5%
Net Ordinary Income	2,853.70	-33,808.64	36,662.34	108.4%
Other Income/Expense				
Other Income				
31200 · State Allocations	96,000.00	0.00	96,000.00	100.0%
47600 · JLA REVENUE				
47650 · JLA - Prior Year Revenue Adjust	0.00	13,977.00	-13,977.00	-100.0%
Total 47600 · JLA REVENUE	0.00	13,977.00	-13,977.00	-100.0%
Total Other Income	96,000.00	13,977.00	82,023.00	586.8%

Gold Country Fair Profit & Loss Prev Year Comparison January 2024

	Jan 24	Jan 23	\$ Change	% Change
Other Expense				
57600 · JLA				
57640 · Supplies & Expense	48.39	0.00	48.39	100.0%
57680 · Prior Year Exp. Adjustment	-905.05	0.00	-905.05	-100.0%
57690 · Other	79.95	0.00	79.95	100.0%
Total 57600 · JLA	<u>-776.71</u>	<u>0.00</u>	<u>-776.71</u>	<u>-100.0%</u>
Total Other Expense	<u>-776.71</u>	<u>0.00</u>	<u>-776.71</u>	<u>-100.0%</u>
Net Other Income	<u>96,776.71</u>	<u>13,977.00</u>	<u>82,799.71</u>	<u>592.4%</u>
Net Income	<u><u>99,630.41</u></u>	<u><u>-19,831.64</u></u>	<u><u>119,462.05</u></u>	<u><u>602.4%</u></u>

**Gold Country Fair
A/R Aging Summary
As of January 31, 2024**

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
49er LIONS CLUB	0.00	0.00	0.00	0.00	1,200.00	1,200.00
AMERICAN LANDSCAPE/CONCRETE (2007 JLA)	0.00	0.00	0.00	0.00	11,450.19	11,450.19
americqn legion	0.00	0.00	0.00	0.00	0.00	0.00
ANWAR FOROTAN	0.00	0.00	0.00	0.00	625.00	625.00
AUBURN LITTLE LEAGUE	0.00	0.00	0.00	0.00	1,904.00	1,904.00
BERRIES & BANANAS (2003 JLA)	0.00	0.00	0.00	0.00	1,250.50	1,250.50
Carol's Market & Deli	0.00	0.00	0.00	0.00	0.00	0.00
Cruz Elena Carrasco	0.00	0.00	0.00	0.00	0.00	0.00
Dry Diggins Festival	0.00	0.00	0.00	0.00	540.00	540.00
DUCKS UNLIMITED	0.00	0.00	0.00	0.00	0.00	0.00
E CLAMPUS VITUS	0.00	0.00	0.00	0.00	0.00	0.00
EZ Events, Inc.	0.00	0.00	0.00	0.00	0.00	0.00
FAST FRIDAYS	0.00	0.00	0.00	0.00	0.00	0.00
Foothill Bird Fanciers	0.00	0.00	0.00	0.00	0.00	0.00
GOLD COUNTRY FAIR HERITAGE FOUNDATION	0.00	0.00	0.00	0.00	5,000.00	5,000.00
HORSES HONOR	0.00	0.00	0.00	0.00	0.00	0.00
INDIVISIBLE FESTIVAL	0.00	0.00	0.00	0.00	0.00	0.00
LUIS GARCIA	0.00	0.00	0.00	0.00	0.00	0.00
Natali Lopez	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Native Inc.	0.00	0.00	0.00	0.00	0.00	0.00
NEILS CONTROLLED BLASTING	0.00	0.00	0.00	0.00	0.00	0.00
ORANGEVALE MEAT SHOPPE (JLA 2011)	0.00	0.00	0.00	0.00	2,973.23	2,973.23
PEGGY DONOVAN	0.00	0.00	0.00	0.00	0.00	0.00
PLAGER HIGH SCHOOL ALL CLASS REUNION	0.00	0.00	0.00	0.00	0.00	0.00
SIERRA FOOTHILLS FUNERAL SERVICE	0.00	0.00	0.00	0.00	500.00	500.00
Sorayda Maldonada	0.00	0.00	0.00	0.00	0.00	0.00
Street Eatz	0.00	0.00	0.00	0.00	225.00	225.00
The Happy Dog K9 Training	0.00	0.00	0.00	0.00	0.00	0.00
Theresa Peralta	0.00	0.00	0.00	0.00	0.00	0.00
Thomas Starkweather	0.00	0.00	0.00	0.00	0.00	0.00
TOWNSMEN OF SACRAMENTO	0.00	0.00	0.00	0.00	0.00	0.00
WHITEHEAD PAINTING (JLA 2014)	0.00	0.00	0.00	0.00	739.50	739.50
TOTAL	0.00	0.00	0.00	0.00	27,907.42	27,907.42

Gold Country Fair YTD Statement of Cash Flows

	<u>Jan 24</u>
OPERATING ACTIVITIES	
Net Income	106,812.98
Adjustments to reconcile Net Income to net cash provided by operations:	
13100 · Accounts Receivable	3,081.31
24110 · Security Deposits	6,180.00
	<hr/>
Net cash provided by Operating Activities	116,074.29
	<hr/>
Net cash increase for period	116,074.29
	<hr/>
Cash at beginning of period	634,873.85
	<hr/>
Cash at end of period	<u><u>750,948.14</u></u>

Gold Country Fair
JLA Accounts Receivable Summary
As of January 31, 2024

	<u>Jan 31, 24</u>
AMERICAN LANDSCAPE/CONCRETE (2007 JLA)	11,450.19
BERRIES & BANANAS (2003 JLA)	1,250.50
ORANGEVALE MEAT SHOPPE (JLA 2011)	2,973.23
WHITEHEAD PAINTING (JLA 2014)	<u>739.50</u>
TOTAL	<u><u>16,413.42</u></u>

F-31 Rental Agreements

Code	Company	Event Dates	Buildings	Total Facility
24-02	TAC Committee	Friday, January 19th-Sunday, January 21st	AHL, Armory, Tahoe Building	\$7,525.00
24-03	Lord Sholto Douglas	Saturday, February 10, 2024	Placer Building or Barns	\$3,885.00
24-04	Saint Joseph Catholic School	1/26/24 and 1/27/2024	Placer Building	\$3,780.00
24-05	Center Stage Entertainment	Saturday, January 20, 2024	Placer Building	\$1,890.00
24-06	Placer Music Boosters	March 8, 2024 and March 9,2024	Placer Building	\$2,835.00
24-07	Native Sons Crab Feed	Sunday, March 17, 2024	Placer Building	\$1,890.00
24-08	California Waterfowl Association	April 19, 2024 and April 20, 2024	Placer Building	\$1,890.00
24-09	Luis M. Hernandez Lopez	April 6th, 2024	Placer Building	\$1,890.00
24-11	Brenna Sullivan	Saturday, April 13, 2024	Farrell Wren and Sierra Buildin	\$2,260.00
24-12	STD Crab Feed	Saturday, February 10, 2024	Sierra Building	\$1,365.00
24-16	Center Stage Entertainment	Saturday, October 12, 2024	Armory Building	\$1,315.00
24-17	Sacramento Hot Tubs	April 4, 2024-April 8, 2024	Armory Building	\$4,995.00
24-22	Auburn DC Trip	Saturday, February 3, 2024	Sierra Building	\$1,365.00
24-24	M.A.T.S	February 9 - 11, 2024	Armory Building	\$3,155.00
24-25	Stang Productions LLC.	June 14- 16, 2024	High Impact Event	\$13,493.00
24-32	Auburn Jeep Club	Saturday, January 13, 2024	Placer Building	\$1,890.00
24-34	Mayra Ayala	Saturday, January 13, 2024	Auburn Host Lions	\$675.00
24-43	Sierra Nevada Conservacy	Thursday, June 13, 2024	Auburn Host Lions	\$1,515.00
24-01	Dry Diggings, LLC - Jeff Monser	August 2024/August 2025	Exclusive All Grounds	\$139,470.00
24-04	Auburn RC - Kyle Layton	January 2024-December 2024	RC Track	\$6,816.00
24-05	Smart Start Early Childhood Educati	January 2024-December 2024	Portable Classrooms	\$61,032.00
24-07	Women's Flat Track Derby Assn.	January 2024-April 2024	Placer Building	\$240.00/practice

F-31 Rental Agreements

Code	Company	Event Dates	Buildings	Grand Total
24-18	Sacramento Hot Tubs	July 11, 2024 - July 15, 2024	Armory Building	\$7,250.00
24-27	Auburn Outlaws Roller Derby	Saturday, March 30, 2024	Armory Building	\$1,315.00
24-41	Soroptimist Int. of Auburn	Saturday, April 20, 2024	Sierra Building	\$1,365.00
24-44	Auburn Trading Card Show	Saturday, March 2, 2024	Placer Building	\$1,890.00
24-45	Tahoe Cattlemans Association	March 22 and 23	Placer Building	\$2,835.00
24-47	Guadalupe Carlos	Saturday, January 13, 2024	Tahoe Building	\$1,575.00
24-50	Vision Soccer Training	Saturday, January 27, 2024	Armory Building	\$1,995.00
24-51	Vision Soccer Training	Saturday, February 17, 2024	Armory Building	\$1,995.00
24-54	PG&E	January 30 - February 1, 2024	Sacramento Street Lot	\$3,000.00
24-56	PG&E	February 5-12, 2024	Sacramento Street Lot	\$7,000.00
24-49	Jim Holmes	Wednesday, January 24, 2024	Auburn Host Lions	\$1,210.00



**20TH District Agricultural Association - Gold Country Fair
ANNUAL RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **TWENTIETH DISTRICT AGRICULTURAL ASSOCIATION**, ("Association"), commonly known as the Gold Country Fairgrounds and Event Center ("Fairgrounds"), and **Dry Diggings LLC, [REDACTED]** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as **Exclusive Grounds** as depicted in Exhibit A, located on the Fairgrounds at 1273 High Street, Auburn, California 95603 ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on **August 20, 2024 - August 25, 2024** and ends on **August 19, 2025 - August 24, 2025**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to: **Dry Diggings Fest** and shall be for no other purpose whatsoever.
4. It is required to have a Cal Fire Permit for all events. All Event Layouts are submitted to the Gold Country Fair Staff. The Gold Country Fairgrounds & Event Center reserves the right to withhold part of the security deposit to cover additional fees. Incurred Cal Fire fees begin at \$240.00/hour. Should Fire Marshall reject the event upon completed inspection, no refund of the Security Deposit and any additional processed payments will be issued by the Association.
5. Included in this Agreement is a security deposit in the amount of **\$4,000.00** The deposit amount or balance if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days (except in the event of Cal Fire inspection involvement - refer to Exhibit E, Point 4.) The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. **If the Association has to do any additional setup requested by the renter or clean up caused by the renter, a fee of \$50 per man, per hour will be charged to the credit card provided by the renter plus an equipment fee if used.** Prices are subject to change.
6. Renter shall pay Association the amount of:
2024 Dry Diggings Fest - \$64,285.00 + \$4,000.00 = Total Amount \$68,285.00
2025 Dry Diggings Fest - \$67,185.00 + \$4,000.00 = Total Amount \$71,185.00
*Payments should be made by cash, check, debit, or credit card. Credit card payments will incur a 3% processing fee.
7. The Renter shall pay the following services and fees and outlined in Exhibit F:
 - a. Any money which may be payable to the Association under this agreement;
 - b. Any damaged to Fairgrounds property; and utility charges, if any;
 - c. Removal of all property and the leaving of the premises in a clean condition satisfactory to the Association.
8. **Sierra Building Rental does not include use of Pizza Kitchen and Old Town Pizza Pavilion, unless a prior arrangement is made between Old Town Pizza and the Renter. This includes no use of the bar and patio area. No people, BBQ, supplies, trash, etc. may be stored in the pavilion or kitchen areas. Failure to comply with this may result in the loss of security deposit. Should an arrangement between the two parties not be met, renter is responsible for fencing off the OTP Pavilion.**
9. All keyholders **must** sign the Desintated Keyholder Agreement (refer to Exhibit D). Failure to adhere to agreement will result in immediate termination of contract and retainment of security deposit and dues paid.

10. All keys shall be returned within 14 calendar days of event date. Unreturned keys will result in a \$250.00 per key fee to the Renter. (Interium Events require immediate return to fair office key box)
11. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
12. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
13. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted
14. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
15. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
16. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
17. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
18. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
19. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
20. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
21. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
22. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and

conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.

23. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
24. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
25. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
26. Each and every article and all boxes, crates packing material, and debris of whatsoever nature must be removed from the Premises by the Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
27. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
28. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
29. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
30. This Agreement shall be subject to termination by either party at any time prior to or during the term of the 2024 event, thereof by giving the other party notice in writing at least ***45 days*** prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
31. This Agreement shall be subject to termination by either party at any time prior to or during the term of the 2025 event, thereof by giving the other party notice in writing at least ***365 days*** prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
32. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
33. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
34. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
35. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
36. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
- 37. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or**

agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

38. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

39. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- | | |
|---|-----------|
| a. Map of Fairgrounds Depicting Premises | Exhibit A |
| b. California Fair Services Authority Insurance Requirements | Exhibit B |
| c. State Fire Marshall Rules & Regulations | Exhibit C |
| d. Designated Keyholder Agreement | Exhibit D |
| e. Specific Requirements of the Twentieth District Agricultural Association | Exhibit E |
| f. Rental Agreement | |

40. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**20th DISTRICT AGRICULTURAL ASSOCIATION
1273 High Street
Auburn, CA 95603**

**Dry Diggings LLC, [REDACTED]
[REDACTED]
[REDACTED]**

By: _____
**Title: Don Ales, Chief Executive Officer
(530) 823-4533
info@goldcountryfair.com**

By: _____
**Signatory: [REDACTED]
Contact: [REDACTED]
[REDACTED]**

Exhibit A: Map of Fairgrounds Depicting Premises

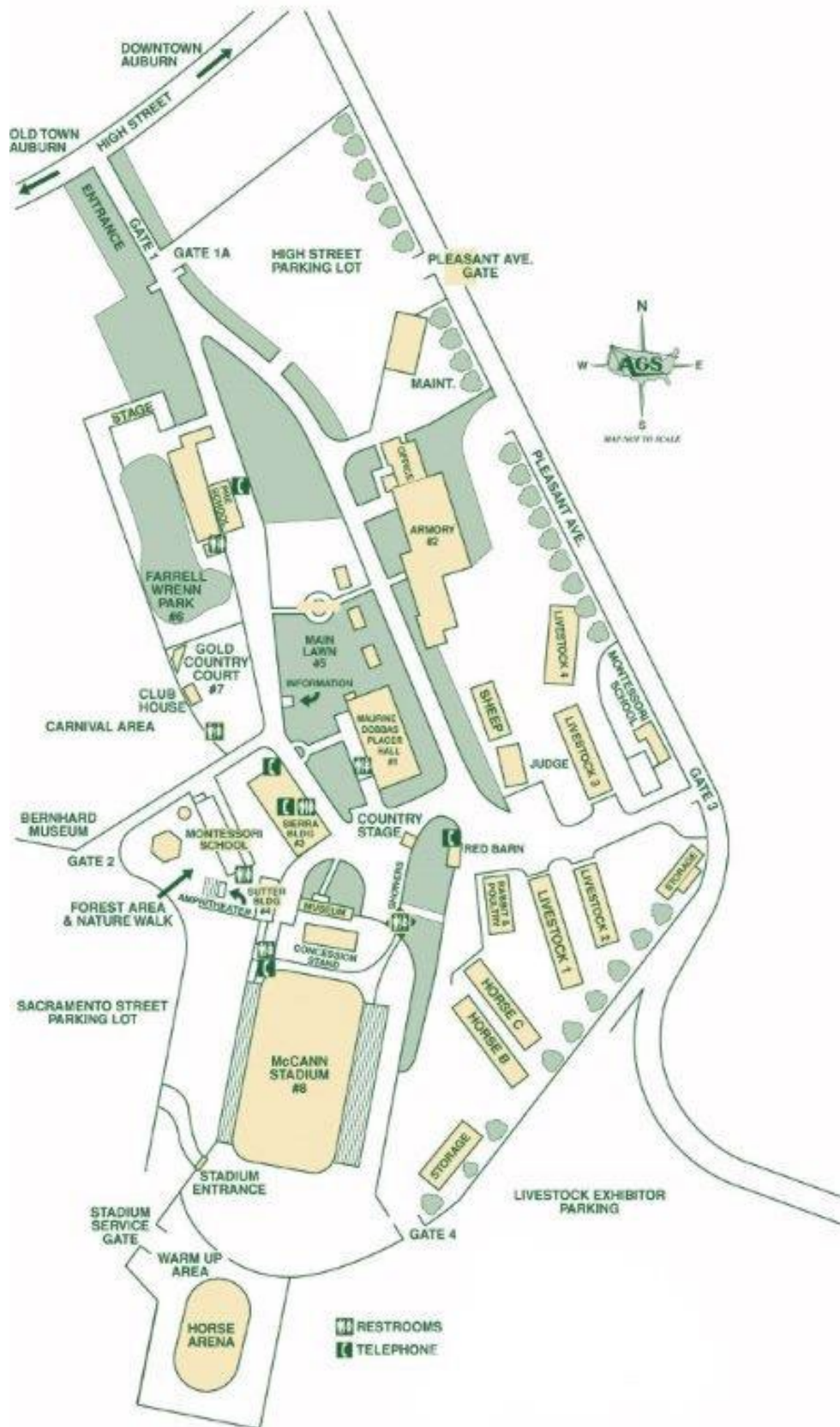


Exhibit B: California Fair Services Authority Insurance Requirements

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined

single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured : The contractor/renter must be specifically listed as the Insured.

OR

A. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

B. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

C. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2)

withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Renters Initials

THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT

BOOTH CONSTRUCTION/LOCATION:

- Minimum of 20 feet from any permanent structure.
- All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

- Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
- Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

- No space heaters, electric skillet, toasters, coffee makers, hot plates and any other appliances.
- No storage of flammable or combustible liquids or machines.
- Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- No parking of any vehicles in any barn or livestock areas.

RV PARKING:

- The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

- No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
 - All cylinders must be secured to prevent tipping or falling over.
 - Cooking booths must be separated from non-cooking booths by 10 feet.
 - All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.
- Fire Extinguishers:**
- Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
 - Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
 - All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

- The fire extinguisher must be mounted or secured so that it will not fall over.
- All fire extinguishers must be visible and accessible.
- Deep Fat Fry/Flambé Cooking:**
- Deep fat frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed.
- Wood Barbecue Cooking:**
- No wood barbecue cooking inside of booths.
- Only wood barbecue cooking shall be performed in areas away from public access.
- No fuel wood shall be stored inside of booths.
- Metal containers shall be provided for hot coal and ashes.
- Charcoal Barbecue Cooking:**
- No charcoal barbecue cooking inside of booths or tents.
- Only commercially sold charcoal fuel may be used.
- Charcoal cooking shall be performed only in areas away from public access.
- Charcoal cooking shall be located a minimum of 15 feet from any booth.
- Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS

- No open flame.
- Exiting**
- Illuminated exit sign.
- No blocking or obstruction of exit.
- Doors shall not be locked or chained.
- Aisle width shall be maintained according to approved site plan.
- Fire equipment**
- No blocking of fire hydrants.
- No blocking of fire extinguishers.
- No blocking of standpipe and fire hose cabinets.
- No blocking of fire sprinkler systems.
- No blocking of manual fire alarm pull stations.
- No blocking of fire alarm audible/visual devices such as horns or strobes.
- No blocking of first aide equipment.
- Vehicle Static Display**
- Battery terminals disconnected.
- Fuel tank shall be no more than 1/4 filled.
- Locked or taped gas cap.
- Decorative Materials**
- Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Signature _____

Host Vendor Exhibitor

Title (circle one)

Date _____

State of California

**OFFICE OF THE
STATE FIRE
MARSHAL**



**FIRE & LIFE SAFETY
DIVISION**

**Special Events and/or
DAA Fairs**

Sacramento Headquarters
2251 Harvard, Suite 130, Sacramento, CA
95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: <http://losfm.fire.ca.gov>

GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

1. Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
2. SFM may enter any portion of any exhibit space/booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
5. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - c. Vehicles shall be inspected by SFM.
6. No open flame is allowed in any Fair Building.
7. Bark dust or like material shall be kept moist at all times.
8. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
9. "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
10. A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - a. Inherently fire resistive and labeled as such; or
 - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (*empty can and dated sales receipt may serve as proof*).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

FIRE SAFETY TIPS:

1. Know where the fire extinguisher is located and how to use it.
2. Do not leave food cooking unattended.
3. Do not wear loose-fitting clothing when cooking.

4. Keep combustibles away from heat sources.
5. In case of emergency, dial 9-1-1.

ELECTRICAL:

1. Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use.
2. Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.

LIVESTOCK/BARN AREAS:

1. Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall not be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
2. Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
3. The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
4. Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
5. The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
6. No vehicles shall be parked in any barn or livestock areas.

RV PARKING: Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

1. Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
2. The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
3. A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
4. All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
5. Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

FOOD SERVICES AREAS: Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

1. The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1)
2. The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.

3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.
5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractor's Licensing Board.

Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flambé type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- a. The fire extinguisher must be mounted or secured so that it will not fall over.
- b. It must be visible and accessible and away from cooking area.

Deep Fat Fry/flambé Cooking: Deep fat frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to both construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited!

Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.

Exhibit D: Gold Country Fair Designated Key Holder Agreement

This record certifies that the Designated Key Holder has been nominated by Gold Country Fairgrounds to be a permanent key holder for the duration of the contract. The Designated Key Holder (s) signatures acknowledge the understanding of the responsibilities of the role as Designated Key Holder and hereby agree to the following statements:

- The keys that have been issued to me will be kept in my possession at all times and not shared with any other undesignated persons.
- I will not duplicate the assigned key. If a duplicate key is needed I will request one from the Gold Country Fairgrounds & Events Center staff **only**. I understand Gold Country Fairgrounds & Events Center is the only entity that can issue any additional keys. **I understand that duplicating keys will result in immediate termination of the contract and a charge of \$250.00 .**
- I will be the only designated person to unlock and lock the doors during designated contract dates and event times. Any changes in the Designated Key Holder will be reported to Gold Country Fairgrounds staff. I will not transfer keys to any undesignated person that Gold Country Fairgrounds staff has not been informed of.
- I will restrict the use of the building to the areas that have been made available to me. I understand that accessing other areas in the Gold Country Fairgrounds & Events Center property that do not fall into the areas listed on the contract is strictly forbidden.
- I will ensure that when I take keys away from the premises that they are kept safe and that no other person (e.g. family member, friend, acquaintance) has access to them.
- I understand that I must return the key in my possession immediately at the request of either the Gold Country Fairgrounds staff member or CEO.
- Should any serious security-related incident occur as a result of misuse of keys that have been given to me I will report the incident to Gold Country Fairgrounds staff.
- I understand that it is my responsibility to inform the Gold Country Fairgrounds & Events Center staff immediately should any theft, loss, damage, or misuse occur with regard to the keys. I understand the charge for lost keys is **\$250.00** and is due at the time I inform Gold Country Fairgrounds staff of the loss.

Failure to adhere to the designated key holder policy will result in immediate termination of the contract.

Designated Key Holder #1 - Printed Name

Designated Key Holder #2 - Printed Name

Designated Key Holder #1 - Signature

Designated Key Holder #2 - Signature

Designated Key Holder #1 - Phone Number

Designated Key Holder #2 - Phone Number

Exhibit E: Specific Requirements of the Twentieth District Agricultural Association

- 1. Full deposit is due at time of booking of the event to hold the facility for the requested date. Full Rental charge is due 30 days prior to event date. Any past due payments will result in event cancellation, the immediate termination of the contract, and all monies collected stay with the Association.**
2. Renter must obtain all required insurance and provide an acceptable Certificate of Insurance as per Exhibit B within **30 days** of event. Event within 30 days without acceptable insurance coverage will be canceled and all monies collected stay with the Association.
3. All events are subject to inspection by the State Fire Marshal (Cal Fire). Cal Fire reserves the right to change or cancel the event due to any unforeseen conditions. In such a situation, renter remains fully responsible for all rental charges.
4. Renter is responsible for all Cal Fire inspection charges and/or fines levied by the State Fire Marshal. Such charges will be deducted from Renter's Security Deposit. Cal Fire invoicing can take up to 120 days and will therefore cause a commensurate delay in the refund of Renter's Security Deposit.
5. Parking for the event is limited to Sacramento Street Lot (209 Fairgate Road) and the Vendor Lot (off of High Street entrance.) **THERE IS NO ON-FAIRGROUNDS PARKING DURING EVENTS. On-fairgrounds access is only for immediate pre and post event deliveries/pickups and must not be in any no-parking zone. Vehicles parked on the fairgrounds are subject to tow-away at owner's expense.** Fair Management reserves the right to limit Renter parking to a particular lot depending on event mix.
6. Renter wishing to utilize tables and chairs as part of rental must provide an acceptable layout at least **30 days** prior to the event date. It is required to have a Cal Fire Permit for all events. If your Event layout is rejected due to lack of information will incur additional fees issued by Cal Fire. Gold Country Fairgrounds & Event Center withholds the right to withhold part of the security deposit to cover additional fees.
7. No vehicles on any grass area of Fairgrounds without the explicit permission of the Association for each occurrence.
8. Association is the sole provider of automated teller machines (ATM). Renter will not provide any second or third-party ATM services. Any non-approved ATM will be immediately removed at Renter's expense.
9. All existing Fairgrounds signage and banners must not be covered over or removed without the explicit permission of the Association's Board of Directors (as per policy.)
10. Renter is not to use nails, staples, tape, etc, on wall surfaces or floor. Any nail, tack, hole, etc, found in the Auburn Host Lions Building or Main Stage walls will be subject to a \$1000 charge per blemish found.
11. The venue is to be referred to as the "Gold Country Fairgrounds and Event Center" in all advertising and mass media. Fairgrounds address is to be referred to "209 Fairgate Road" to ensure patron arrival at Sacramento Street Parking Lot.

Renter's Initial

Rental Agreement AC. 24-01

Exhibit F

In reference to the Agreement AC. 24-01 the Jeff Monser, Dry Diggings will rent the following areas of the Gold Country Fairgrounds and Event Center on the following dates for:

2024 Dry Diggings Festival

Rentals

Ballfield Rental (August 20, 2024)	\$1,050.00
Exclusive Grounds Set-Up Dates (August 21, 2024 - August 22, 2024)	\$6,700.00
Exclusive Grounds (August 23, 2024 - August 25, 2024)	\$46,860.00
Exclusive Grounds Dismantle Day (August 26, 2024)	\$3,350.00
Rental Pick Up Day (August 27, 2024)	\$0.00
Subtotal	\$57,960.00

Add-Ons

RV Parking- 7 Partial Hooks Up Available ONLY (\$45x7=\$315/day x 3)	\$945.00
Ballfield RV Parking- 30 Dry Spaces ONLY (\$30x30=\$900/day x 3)	\$2,700.00
Subtotal	\$61,605.00

Fees & Requirements

(4) 20 YRD Dumpsters -- \$500.00/dumpster	\$2,000.00
(2) 7 YRD Dumpsters -- \$250.00/dumpster	\$500.00
Cal Fire Permit	\$180.00
Subtotal	\$64,285.00

Security Deposit

Security Deposit (Ballfields)	\$500.00
Security Deposit (Exclusive Grounds)	\$3,500.00
Grand Total	\$68,285.00

Rental Agreement AC. 24-01

Exhibit F

In reference to the Agreement AC. 24-01 the Jeff Monser, Dry Diggings will rent the following areas of the Gold Country Fairgrounds and Event Center on the following dates for:

2025 Dry Diggings Festival

Rentals

Ballfield Rental (August 19, 2024)	\$1,100.00
Exclusive Grounds Set-Up Dates (August 20, 2024 - August 21, 2024)	\$7,040.00
Exclusive Grounds (August 22, 2024 - August 24, 2024)	\$49,200.00
Exclusive Grounds Dismantle Day (August 25, 2024)	\$3,520.00
Rental Pick Up Day (August 26, 2024)	\$0.00
Subtotal	\$60,860.00

Add-Ons

RV Parking- 7 Partial Hooks Up Available ONLY (\$45x7=\$315/day x 3)	\$945.00
Ballfield RV Parking- 30 Dry Spaces ONLY (\$30x30=\$900/day x 3)	\$2,700.00
Subtotal	\$64,505.00

Fees & Requirements

(4) 20 YRD Dumpsters -- \$500.00/dumpster	\$2,000.00
(2) 7 YRD Dumpsters -- \$250.00/dumpster	\$500.00
Cal Fire Permit	\$180.00
Subtotal	\$67,185.00

Security Deposit

Security Deposit (Ballfields)	\$500.00
Security Deposit (Exclusive Grounds)	\$3,500.00
Grand Total	\$71,185.00

1. There cannot be anything attached, affixed, mounted, etc. to the Main Stage. The Court and concrete area near the stage must be marked with chalk only.
2. There cannot be anything attached, affixed, mounted, etc. to the walls in the Auburn Host Lions Building.
 - a. There will be a \$1,000 charge per nail or staple should anything be affixed, attached or mounted to either area mentioned above.
3. Additional RV space usage will be billed accordingly. (i.e. New Swine Barn, and other locations on the grounds).
4. Approval of application is subject to field inspection. The State Fire Marshal reserves the right to change or cancel the event due to any unforeseen conditions. Renter is responsible for paying the invoice in the case that an inspection is performed. Processing of this invoice could take up to 120 days.
5. Signs and/or banners shall not cover any signs with naming rights that were approved by The 20th DAA Board of Directors per Board Policy.
6. The Dry Diggings Fest shall negotiate individually with owners and management of any permanent vendors occupying space within the fairgrounds and determine a vendor fee.
7. These permanent vendors shall have the right of first refusal to Dry Diggings Festival using the space should they decide not to participate in the Dry Diggings Festival. Should the permanent vendor not participate in the event, permanent vendor must vacate premises for the duration of the event.
8. The same as above applies to any permanent vendor that occupies a tenant building/space.
9. Fair management reserves the right to act as final arbitrator to resolve any fair vendor or tenant conflicts.
10. All Dry Diggings Festival material, equipment, rental equipment and staff/guests,
11. The 20th District Agricultural Association reserves the right to charge and collect any and all parking revenue from all parking lots.
12. This Agreement shall be subject to termination by either party at any time prior to or during the term of the 2024 event, thereof by giving the other party notice in writing at least ***45 days*** prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
13. This Agreement shall be subject to termination by either party at any time prior to or during the term of the 2025 event, thereof by giving the other party notice in writing at least ***365 days*** prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

Don Ales, *CEO*
Gold Country Fairgrounds

██████████ *Coordinator*
Dry Diggings, LLC.



20TH District Agricultural Association – Gold Country Fair
ANNUAL RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the **TWENTIETH DISTRICT AGRICULTURAL ASSOCIATION**, (“Association”), commonly known as the Gold Country Fairgrounds and Event Center (“Fairgrounds”), and **Smart Start Early Childhood Specialists, Inc.** (“Renter”). Association and Renter may be collectively referred to as the “Parties.”

1. Association hereby grants to the Renter the right to occupy the space(s) known as **Annex Site, Fair-Owned Portable, and Modular Building**, as depicted in Exhibit A, located on the Fairgrounds at 1273 High Street, Auburn, California 95603 (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on **January 1, 2024** and ends on **December 31, 2024**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to: **Early Childhood Education** below and shall be for no other purpose whatsoever.
4. Renter shall pay Association the amount of:

During the **2024** calendar year, Renter shall pay Association the amount of **\$4,096.00 (rental fee) plus \$990.00 (gas utility charge based on 2023 utility rates) totaling \$5,086.00, which is due the first of each month (\$61,032.00 per annum 2024 rental fee)**.

 - a. Renter will pay for a dumpster and portable restrooms as needed.
 - b. Payments shall be made by cash, check, debit, or credit card.
 - c. **Rent payments made five (5) or more days after the first will be charged an additional \$25. Rent payments made ten (10) or more days after the first will be charged an additional \$50. Rent payments 30 or more days in arrears will result in termination of this Agreement and immediate eviction.**
 - d. Included in this Agreement is a security deposit in the amount of **\$2,500.00**.
5. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days (except in the event of Cal Fire inspection involvement – refer to Exhibit D, Point 4.) All keys shall be returned within 14 calendar days of event date. Unreturned keys will result in a \$250.00 per key fee to the Renter.
6. Renter shall pay the following additional services and fees: **N/A**
7. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
N/A
9. The Association will provide a 24-hour notice to the renter before entering rented premises. **Renter to provide the Association, key/passcode to the building for emergency access.**
10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting

from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted

11. Renter further agrees to not sell, exchange, barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
13. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
14. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
15. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event. **N/A**
16. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
17. Renter is to have posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
18. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
19. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
20. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
21. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear

- excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
22. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
 23. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
 24. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
 25. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
 26. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
 27. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
 28. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
 29. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 30. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
 31. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
 32. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
 33. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
 34. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

a. Map of Fairgrounds Depicting Premises	Exhibit A
b. California Fair Services Authority Insurance Requirements	Exhibit B
c. Specific Requirements of the Twentieth District Agricultural Association	Exhibit C
d. Gold Country Fair Designated Key Holder Agreement	Exhibit D
e. Specifics Regarding Contract AC24-05	Exhibit E
 35. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Twentieth District Agricultural Association
P.O. Box 5527
Auburn, Ca 95604-5527
530-823-4533

Smart Start Early Childhood Specialist, Inc.



By _____
Title: Don Ales, Chief Executive Officer

By _____
[Redacted] Owner

Exhibit A: Map of Fairgrounds Depicting Premises

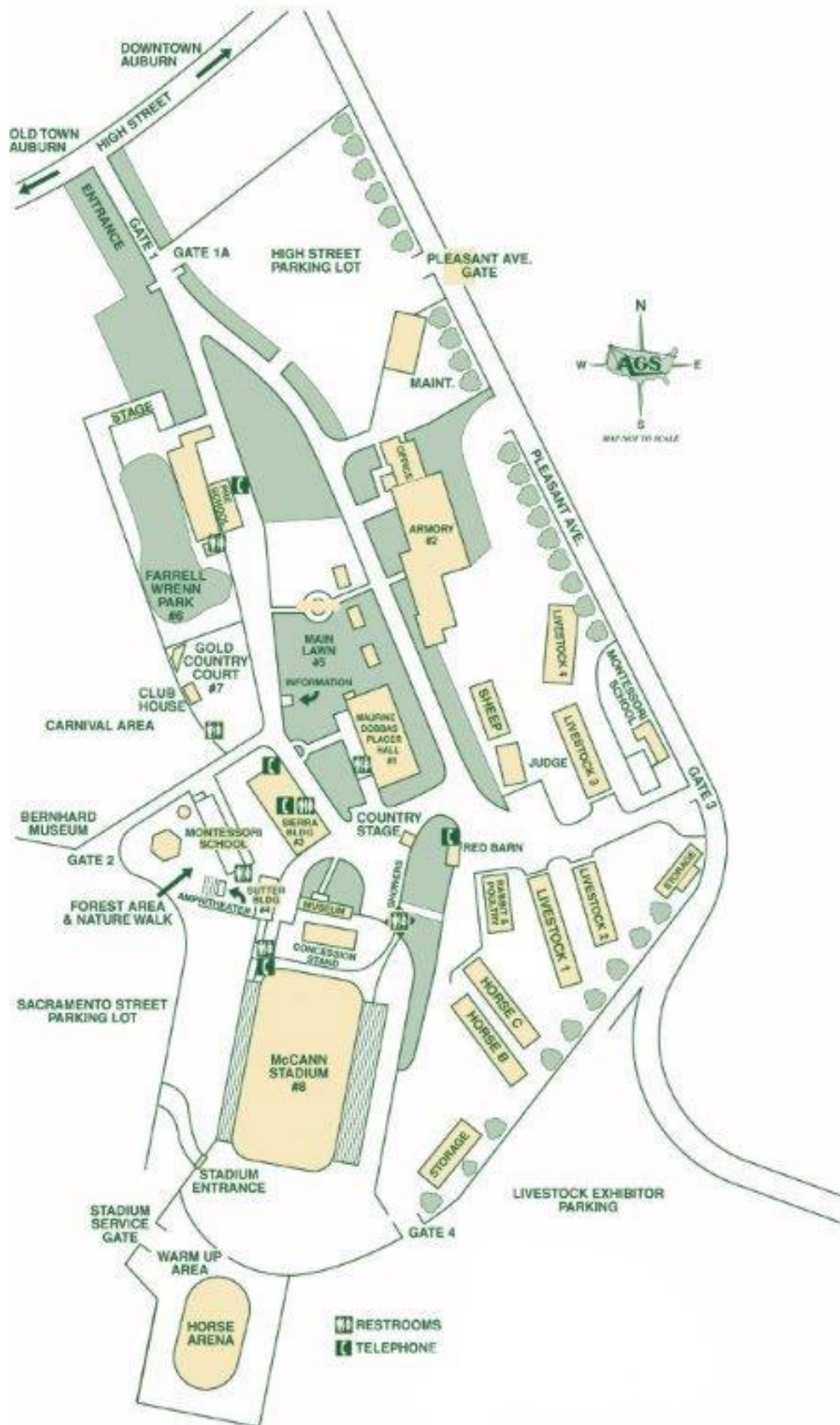


Exhibit B: California Fair Services Authority Insurance Requirements

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: the Company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Exhibit C: Specific Requirements of the Twentieth District Agricultural Association

1. 50% of all Rental charges are due 60 days prior to event with the balance due within 30 days. Event with any amount due within 30 days of event will be canceled and all monies collected stay with the Association. **N/A**
2. Renter must obtain all required insurance and provide acceptable Certificate of Insurance as per Exhibit B within 30 days of event. Events within 30 days without acceptable insurance coverage will be canceled and all monies collected stay with the Association.
3. All events are subject to inspection by the State Fire Marshal (Cal Fire). Cal Fire reserves the right to change or cancel the event due to any unforeseen conditions. In such a situation, renter remains fully responsible for all rental charges.
4. Renter is responsible for all Cal Fire inspection charges and/or fines levied by the State Fire Marshal. Such charges will be deducted from Renter's Security Deposit. Cal Fire invoicing can take up to 120 days and will therefore cause a commensurate delay in the refund of Renter's Security Deposit.
5. Vehicular parking for event is limited to Sacramento Street Lot (209 Fairgate Road) and the Vendor Lot (off of High Street entrance.) **THERE IS NO ON-FAIRGROUNDS PARKING DURING EVENTS. On-fairgrounds access is only for immediate pre and post event deliveries/pickups and must not be in any no-parking zone. Vehicles parked on the fairgrounds are subject to tow-away at owner's expense.** Fair Management reserves the right to limit Renter parking to a particular lot depending on event mix.
6. Renter wishing to utilize tables and chairs as part of rental must provide an acceptable set-up diagram. Renter not meeting this requirement is fully responsible for set up of the venue. **N/A**
7. **Acceptable set up diagram layout must be submitted ONE MONTH PRIOR TO THE EVENT DATE (THIS IS A CAL-FIRE REQUIREMENT). N/A**
8. No vehicles on any grass area of Fairgrounds without explicit permission of the Association for each occurrence.
9. Association is the sole provider of automated teller machines (ATM). Renter will not provide any second- or third-party ATM services. Any non-approved ATM will be immediately removed at Renter's expense.
10. All existing Fairgrounds signage and banners must not be covered over or removed without explicit permission of the Association's Board of Directors (as per policy).
11. Renter is not to use nails, staples, tape, etc, on wall surfaces or floor. Any nail, tack, hole, etc, found in the Auburn Host Lions Building or Barefoot Wine and Bubbly Stage walls will be subject to a \$1000 charge per blemish found.
12. The venue is to be referred to as the "Gold Country Fairgrounds and Event Center" in all advertising and mass media. Fairgrounds address is to be referred to "209 Fairgate Road" to ensure patron arrival at Sacramento Street Parking Lot.

Renter's Initials

Exhibit D: Gold Country Fair Designated Key Holder Agreement

This record certifies that the Designated Key Holder has been nominated by Gold Country Fairgrounds to be a permanent key holder for the duration of the contract. The Designated Key Holder (s) signatures acknowledge the understanding of the responsibilities of the role as Designated Key Holder and hereby agree to the following statements:

- The keys that have been issued to me will be kept in my possession at all times and not shared with any other undesignated persons.
- I will not duplicate the assigned key. If a duplicate key is needed I will request one from the Gold Country Fairgrounds & Events Center staff only. I understand Gold Country Fairgrounds & Events Center is the only entity that can issue any additional keys. **I understand that duplicating keys will result in immediate termination of the contract and a charge of \$250.00 .**
- I will be the only designated person to unlock and lock the doors during designated contract dates and event times. Any changes in the Designated Key Holder will be reported to Gold Country Fairgrounds staff. I will not transfer keys to any undesignated person that Gold Country Fairgrounds staff has not been informed of.
- I will restrict the use of the building to the areas that have been made available to me. I understand that accessing other areas in the Gold Country Fairgrounds & Events Center property that do not fall into the areas listed on the contract is strictly forbidden.
- I will ensure that when I take keys away from the premises that they are kept safe and that no other person (e.g. family member, friend, acquaintance) has access to them.
- I understand that I must return the key in my possession immediately at the request of either the Gold Country Fairgrounds staff member or CEO.
- Should any serious security-related incident occur as a result of misuse of keys that have been given to me I will report the incident to Gold Country Fairgrounds staff.
- I understand that it is my responsibility to inform the Gold Country Fairgrounds & Events Center staff immediately should any theft, loss, damage, or misuse occur with regard to the keys. I understand the charge for lost keys is **\$250.00** and is due at the time I inform Gold Country Fairgrounds staff of the loss.

Failure to adhere to the designated key holder policy will result in immediate termination of the contract.

Designated Key Holder #1 - Printed Name

Designated Key Holder #2 - Printed Name

Designated Key Holder #1 - Signature

Designated Key Holder #2 - Signature

Designated Key Holder #1 - Phone Number

Designated Key Holder #2 - Phone Number

Exhibit E: Specifics Regarding Contract AC 24-05

The Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement.

Section 1 DEFINITIONS OF SPACE TO BE OCCUPIED UNDER THIS AGREEMENT

1.1 Annex Site

Described as approximately 35,602 sq. ft. area located adjacent to the Sacramento Street parking lot containing two (2) modular classrooms and adjoining playground area. (Serial Numbers: 051071 and 00843. See Exhibit A).

1.2 Fair-owned Portable

Described as a 1,920 sq. ft. modular classroom adjacent to the Sacramento Street Parking Lot. (See Exhibit A)

1.3 Modular Building

Described as a 1,400 sq. ft. modular classroom adjacent to the Sacramento Street Parking Lot. (See Exhibit A)

1.4 South Parking Area

Renter will have the use of the public parking area known as the Sacramento Street Parking Lot by the fence line adjacent to the school for parking of administration, teachers, teacher's aides, and parent's vehicles. Renter's clients and employees, as well as visitors, sales people and others that will be calling on renter may also park, when available, in parking areas by each school. School and associates shall not park in front of the County Museum. Lot and grounds gates will be open daily. If the said parking areas are to be used by the Association for a scheduled event, suitable parking area(s) will be made available through arrangements between the Association Management and Renter Management. (See Exhibit A.)

1.5 Other Outdoor Areas

Renter will be allowed to use other areas of Association property and Renter is to work with Association concerning these areas when needed, giving notice to the Association at least thirty-six (36) hours in advance as to the area(s) to be used. Renter will work with Association around watering and mowing schedule.

1.6 Gold Country Fair Time

If deemed necessary by the Association, the renter shall cease operations during and vacate all areas rented by the Renter during the end of the third week of August until the third week of September, during the time of the annual Gold Country Fair.

1.7 Pre-Fair Clean Up

Renter shall clean the facilities immediately before the fair and maintain the facilities during the term of occupancy.

1.8 Access to Building and Facilities defined in this Agreement

Renter will be given access via walkways and hallways to the facilities described in this agreement. Access will be through the Sacramento Street parking lot gate and the walk-through gate by the Annex Site. (See Grounds Map, Exhibit A attached). Vehicle access for deliveries to the program of the renter will be made through Sacramento Street and the Sacramento Street Parking Lot Gate. If this gate is blocked or unusable due to events taking place on the Association's property, suitable access for delivery vehicles and renter's buses or vans will be provided by the Association Management. At all times, the renter shall endeavor to keep all vehicles associated with their program from driving on the lawn areas throughout the Association property and observe the five (5) mph speed limit throughout Association property.

1.9 Access to the Building and Facilities defined in this Agreement during the Annual Fair.

At renter's request, the Association may provide the renter with the appropriate passes to the grounds and Parking Lot area for staff members to have access to the School area during the annual fair, and other major events.

Section 2 TERM AND RENTS-UTILITIES-RENEWAL OF AGREEMENT

2.1 Definitions of Rental Areas

The following facilities as defined in Section 1 of this agreement make up the Rental Areas as follows:

Classroom/Playground Area (referred to as Classroom)

- Annex Site (1.1)
- Fair-owned Portable (1.2)
- Modular Building (1.3)
- South Parking Area (1.4)
- Other Outdoor Areas (1.5)

2.2 Rental Rates and Rental Increase Definitions

The rates to be paid by the Renter to the Association are as follows:

For the period of January 1, 2024, and ending December 31, 2024 the following rates will be charged:

Annex Site-	\$1,265.00 per month
Fair-owned Portable-	\$2,028.00 per month
<u>Modular Building-</u>	<u>\$803.00 per month</u>
2024 TOTAL MONTHLY RENT	\$4,096.00

2.3 Utilities for Buildings Area-ELECTRICAL/NATURAL GAS

Renter will be responsible for Electrical utility charges and Gas utility charges for lighting, electrical outlets, heating/cooling of Classroom Areas. Renter will pay \$990.00 per month flat for electrical/natural gas utilities fee no later than the 10th day of each month for Utility Services for the 2024 calendar year.

2.4 Method of Payment of Rental Fees

Renter will pay the Association on a monthly basis for use of the facilities outlined in this agreement. Monthly payments for the total price of the rental areas (2.2) will be due and payable to the Association no later than the 10th day of the month for each month's rent. Checks or money orders will be accepted as payment, provided that they are made out to the 20th District Agricultural Association.

A minimum charge of \$35.00, maximum up to the full extent of the law, will be charged for returned checks. All accounts owed to the Association will be charged interest after 60 days from the date of invoice. Should A.D.M.S. fail to make scheduled payments as outlined, interest (12% APR) shall be charges on account. Interest will continue to accrue (at 12% APR) on the outstanding balance until the amount is fully repaid. Any accounts over 60 days will be notified in writing that such charges are applicable. The 20th District Agricultural Association has the right to consider eviction proceedings at the time, Smart Start Early Childhood Specialists Inc's rent becomes 90 days delinquent.

2.5 Renewal of Rental Agreement

The Association hereby gives the Renter the option to renew this agreement for a term of one year at the end of this agreement. Negotiations should begin no less than two (2) months prior to the ending date of this agreement. Rental amounts for the renewed rental agreement will be determined at the time of negotiation as referred to in Section 2.2.

2.6 Termination Clause

This agreement shall be subject to a termination clause whereby either party may at any time during the term of this agreement give notice in writing to the other party concerning terminating the agreement without cause, or for whatever reason. Such notice shall be given no less than Ninety (90) days prior to the date such a termination becomes effective. Any such termination by either party will relieve the Association of any further performances of this agreement.

If the Renter finds it necessary to terminate the agreement with the Association for whatever reasons(s), the renter will leave all items attached to floors, walls, ceiling, or encased in the building.

2.7 Child Control

To contain the children enrolled to areas of the school facility (as outlined in Clause 2 of parent agreement), children shall not be permitted to "wander" the grounds, and class visits to other facilities or activities on the fairgrounds shall have prior approval of the Association.

2.8 Final Approval of this Document

It is understood by both the Renter and the Association that this agreement will need the final approval of the State of California, Department of Food and Agriculture-Division of Fairs and Expositions, and the State of California Department of General Services, as well as the Board of Directors of the Association (20th District Agricultural Association), and the Board of Directors of the Renter (E-Center).

2.9 Surrender of Premises and Removal of Fixtures

At the termination of this agreement, Renter shall surrender the premises and keys thereof to the Association in the same condition as at commencement of term, ordinary wear and tear only accepted.

Playground equipment and shed. Shall be removed upon termination of this agreement.

2.10 Notices

Any notices given pursuant to this Lease shall be in writing and sent by registered or certified mail to:

- a) Association at the address specified as 20th District Agricultural Association, P.O. Box 5527 Auburn California 95604 or such other address as Association may hereafter designate in writing to Renter.
- b) Renter at the address specified as P.O. Box 5019 Auburn California 95604, or such other address as Renter may hereafter designate in writing to the Association.

2.11 Responsible Parties

The Smart Start Director is charged with all daily operations of the Program, including the enforcement of all Federal, State, and County regulations, Agency and Program policies, supervision of staff and children, and

other Program functions. All concerns and other matters of interest to the Renter will be discussed first with the Program Director for agreement and resolution. The name and telephone number of the Program Director will be furnished to the Association at the beginning of the program session Don Ales, CEO of the Association will be the contact for said Association and may be reached at (530) 823-4530.

2.12 Communications between Association and Renter (Daily Operation)

At all times during this agreement, communications between the Association and the Renter are to be open and on a regular basis. Renter will be provided the Facilities Use Calendar monthly of the events planned and the Renter is to advise the Association of their special projects, and any problems that occur due to other uses of the Association's property. Without the open lines of communication between the renter and the Association, unnecessary problems could exist which can be solved between the Association's Management and the Renters Program Management.

2.13 Additional Charges for Additional Services

The Association may charge additional fees for additional work, which is not included in this initial agreement. Renter must request such additional services and at that time, the Association Management will provide Renter with cost estimates for said project.

Section 3 OTHER ITEMS, CUSTODIAL/JANITORIAL, PLAY AREA

3.1 Keys and Lock Systems

All locks to be used on the grounds shall be approved by the Association. The type and core numbers of said locks are to be ordered ONLY through the Association. Any additional keys, or lock changes required by the Renter will be charged to the renter. The Association will provide the Renter with keys for all facilities used by renter. Renter will sign for all keys provided by the Association. Renter will be charged Fifty Dollars (\$50.00) for each lost key, and for any re-coring of locks should an employee or volunteer of renter lose key(s) causing a need for such re-coring.

3.2 Use of the Facilities by the Association

The Association shall have access to all buildings and areas at all times.

3.3 Custodial of Building(s) occupied by Renter

It is the responsibility of the Renter to provide the day-to-day cleaning of the building(s) described in this agreement. Cleaning should include but is not limited to dusting, mopping up spills, washing windows, vacuuming of rugs in buildings, cleaning of restroom bowls, sinks, floors, etc. Renter may contract with the Association for a portion or all of the cleaning of the facility, which will be handled through a separate agreement.

3.4 Maintenance of Buildings and Grounds

The Association will be responsible for all maintenance of the exterior of the rented facilities as defined in Section 1 of this agreement. The Association will be responsible for replacement of light bulbs. The Renter will be billed for the light bulbs replaced within (30) thirty days of replacement. The Association will be responsible for maintenance of lighting fixtures, heating and cooling units and night lighting in and around said buildings.

3.5 Parking

All Renter's employees are to park in designated parking areas. No parking of Renter's staff vehicles shall be allowed in the grounds without prior arrangements made between the Renter and the Association. Renter's

clients will be allowed to drive to the school for drop off and pick up; however, if grounds are to be used by another group, the Association will assist in rearranging parking and access for delivery/service vehicle(s).

3.6 Insurance

During the term of this agreement, the Renter shall maintain the required insurance coverages as specified in section 7 INSURANCE REQUIREMENTS of the Use Agreement. The state of California requires that all service vehicles (working vehicles) carry a \$1,000,000 policy. Regular commuter vehicles do not have this requirement.

3.7 Trash Removal

Trash Pick-up will be provided by the Renter. Any additional trash, such as furniture, wood, will still be disposed of by the Association, but an additional charge will be levied for such disposal.

3.8 Fire Alarm Facilities and Equipment

The Association is not responsible to provide the necessary fire alarm equipment as required by State Licensing for the Renter's Program.

3.9 In-Kind Agreement

Association agrees to make available to the Renter the following services, facilities and grounds during the term of this agreement which are In-Kind in nature.

I. Services

- a. Routine maintenance and last minute maintenance requests
- b. Periodic manpower and equipment needs such as forklift tractor, etc.

All In-Kind requests must be coordinated with Association and will be evaluated on a case-by-case basis. It is agreed that requests will be limited to Monday through Thursday. The Association and Renter agree that the first (20) Twenty In-Kind requests will be at no charge. All In-Kind requests after that will be charged according to the following:


\$120.00 per day for 4 hours or less

\$175.00 per day for over 4 hours

The Association will bill these additional charges on a monthly basis when needed. Tracking will be handled by the Association maintenance department.

Any holding over after the expiration of the term, or any extension thereof, with the consent of the Association, shall be construed to be a tenancy from month-to-month, and shall otherwise be the same terms and conditions as herein specified so far as applicable. Renter shall give Association written notice of extension of the term of this Agreement at least Thirty (30) days prior to the expiration of the original term.

Don Ales, Chief Executive Officer
20th District Agricultural Association

 Owner
Smart Start Early Childhood Specialists, Inc.

CEO GOALS 2024

1. Build on our interim rentals to reduce the revenue gap between our annual fair and the rest of our events as it relates to our expenses.
 - a. Book new events.
 - b. Look for events that are during the week, to increase usage of the fairgrounds.
2. Work with our Maintenance Team to improve our annual maintenance program, safety program, and purchase equipment needed to improve operations and capacity.
 - a. Regular safety meetings.
 - b. Develop procedures that improve safety and efficiency.
 - c. Review equipment needs and make part of the capital projects in the annual budget.
3. Develop and implement a plan for our employees that incorporates job growth, promotional opportunities, and training to enrich their professional goals.
 - a. Work closely with CalHr to develop promotion in place options.
 - b. Review organizational chart and revise, if necessary.
 - c. Establish training and ensure staff are aware of job growth options.
4. Update our strategic plan with the 20th DAA Board of Directors that incorporates our vision for the Gold Country Fairgrounds for 1,3, and 5 years.
 - a. Work closely with the Long-Range Planning Committee, Finance Committee, Buildings and Grounds Committee, and the Executive Committee.
5. Continue to work with Buildings and Grounds/Finance Committee on how we improve our infrastructure and establish our priorities.
 - a. Facility review.
 - b. Financial review.
6. Focus on at least one project to improve our livestock area and improve our youth experience.
7. Find a local community project that we can collaborate with the City of Auburn to increase economic development and work with our community.
8. Increase community outreach through speaking engagements, social gatherings, events, and participating at multiple Chamber of Commerce within Placer County.
 - a. Attending local mixers.
 - b. Joining other chambers in Placer County.
 - c. Establish a list of speaking engagements.

9. Ensure that our annual crab feed is a financial success and consider other events that the GCF team could develop.
 - a. Concert Series
 - b. Food Event
 - c. Fruit Market

10. Maintain or increase our \$400,000 cash reserve as established by the board of directors.

11. Communicate through regular tenant meetings and developing a mechanism to address suggestions and concerns.
 - a. Fast Fridays
 - b. Loving Start
 - c. Hugs and Smiles

12. Work closely with the board of directors on developing policy and ensuring its implementation.

13. Looking for opportunities to expand my role within the fair industry.

Don Ales, CEO

Minutes

Buildings and Grounds:

1. 02/15/2024 – Met with the Heritage Foundation to discuss the “Raise the Red Barn” Project
2. 02/16/2024 – Committee met with Don
 - a. Reviewed Project list and prioritization strategy
 - b. Discussed tenant needs, facility issues, and investment opportunities
 - c. Looking at best options for Sutter Building and McCann Stadium
 - d. Tree fell on the community stage; insurance company reviewing claim (\$50K deductible)
 - e. Discussed reviewing & renewing the Master Facility/Project Plan

Fair Committee:

1. Reviewed sponsorship efforts
2. Will be requesting VIP nominations from Board Members
3. Will need Board volunteers for the VIP night September 5th

Finance Committee:

1. The Patio Facility Rate and rate sheet review
2. Fair finances are performing better than budget anticipated
 - a. About \$40,000 more revenue
 - b. \$96,000 Revised State Allocation
 - c. ~\$45K pending approval of December minutes



PMIA/LAIF Performance Report as of 1/17/24



Quarterly Performance Quarter Ended 12/31/23

LAIF Apportionment Rate ⁽²⁾ :	4.00
LAIF Earnings Ratio ⁽²⁾ :	0.00010932476863589
LAIF Administrative Cost ^{(1)*} :	0.29
LAIF Fair Value Factor ⁽¹⁾ :	0.993543131
PMIA Daily ⁽¹⁾ :	3.96
PMIA Quarter to Date ⁽¹⁾ :	3.81
PMIA Average Life ⁽¹⁾ :	230

PMIA Average Monthly Effective Yields⁽¹⁾

December	3.929
November	3.843
October	3.670
September	3.534
August	3.434
July	3.305**

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/23 \$158.0 billion

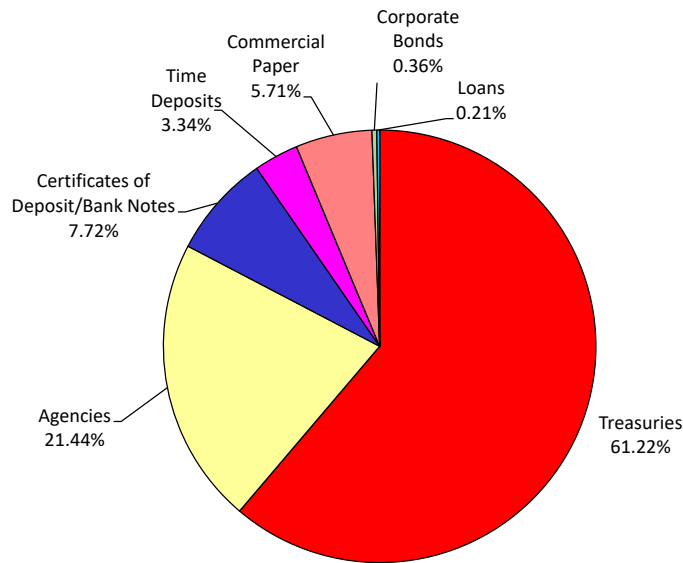


Chart does not include \$2,164,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

** Revised

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 01, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

20TH DISTRICT AGRICULTURAL ASSOCIATION

CHIEF EXECUTIVE OFFICER
P.O. BOX 5527
AUBURN, CA 95604-5527

[Tran Type Definitions](#)

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Account Number: 13-31-001

January 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/12/2024	1/11/2024	QRD	1745030	N/A	SYSTEM	7,182.57

Account Summary

Total Deposit:	7,182.57	Beginning Balance:	478,560.21
Total Withdrawal:	0.00	Ending Balance:	485,742.78

2023-2024 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3050 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2023

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 2 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, cryptocurrency, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$590** for calendar years **2023** and **2024**. The gift limit was \$520 for calendar years 2021 and 2022.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

87200 Filers

State offices	⇒	Your agency
Judicial offices	⇒	The clerk of your court
Retired Judges	⇒	Directly with FPPC
County offices	⇒	Your county filing official
City offices	⇒	Your city clerk
Multi-County offices	⇒	Your agency

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Newly Created Boards and Commissions: File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

Employees in Newly Created Positions of Existing Agencies: File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates file as follow:

State offices, Judicial offices and multi-county offices	⇒	County elections official with whom you file your declaration of candidacy
County offices	⇒	County elections official
City offices	⇒	City Clerk
Public Employee's Retirement System (CalPERS)	⇒	CalPERS
State Teacher's Retirement Board (CalSTRS)	⇒	CalSTRS

How to file:

The Form 700 is available at www.fppc.ca.gov. Form 700 schedules are also available in Excel format. Each Statement must have a handwritten "wet" signature or "secure electronic signature," meaning either (1) a signature submitted using an approved electronic filing system or (2) if permitted by the filing officer, a digital signature submitted via the filer's agency email address. (See Regulations 18104 and 18757.) Companies such as Adobe and DocuSign offer digital signature services. All statements are signed under the penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When to file:

Annual Statements

⇒ March 1, 2024

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

⇒ April 2, 2024

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2023, and December 31, 2023, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2025, or April 1, 2025, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2024. (See Reference Pamphlet, page 6, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. The amended schedule(s) is attached to your original filed statement. Obtain amendment schedules at www.fppc.ca.gov.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions Maria holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2023, through December 31, 2023. If the period covered by the statement is different than January 1, 2023, through December 31, 2023, (for example, you assumed office between October 1, 2022, and December 31, 2022 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2023.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2023, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2023, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2022, and December 31, 2022, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2023.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions on the Form 700 or on an attachment for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.

**STATEMENT OF ECONOMIC INTERESTS
COVER PAGE**
A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

State Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)

Multi-County County of

City of Other

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2023, through December 31, 2023.

-or- The period covered is / / , through December 31, 2023.

Assuming Office: Date assumed / /

Candidate: Date of Election and office sought, if different than Part 1:

Leaving Office: Date Left / / (Check one circle.)

The period covered is January 1, 2023, through the date of leaving office.

-or- The period covered is / / , through the date of leaving office.

4. Schedule Summary (required)

► Total number of pages including this cover page: _____

Schedules attached

Schedule A-1 - Investments – schedule attached

Schedule A-2 - Investments – schedule attached

Schedule B - Real Property – schedule attached

Schedule C - Income, Loans, & Business Positions – schedule attached

Schedule D - Income – Gifts – schedule attached

Schedule E - Income – Gifts – Travel Payments – schedule attached

-or- **None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
 - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.

- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the “other” box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

1. Office, Agency, or Court	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
▶ If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position: _____
2. Jurisdiction of Office (Check at least one box)	
<input type="checkbox"/> State	<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)
<input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties	<input type="checkbox"/> County of _____
<input type="checkbox"/> City of _____	<input type="checkbox"/> Other _____

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2023 annual statement, **do not** change the pre-printed dates to reflect 2024. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2024, through December 31, 2024, will be disclosed on your statement filed in 2025. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the “No reportable interests” box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original “wet” signature unless filed with a secure electronic signature. (See page 3 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1

Investments

Stocks, Bonds, and Other Interests

(Ownership Interest is Less Than 10%)

Investments must be itemized.

Do not attach brokerage or financial statements.

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION Name _____

▶ NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/23 ____/_____/23
ACQUIRED DISPOSED

▶ NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/23 ____/_____/23
ACQUIRED DISPOSED

▶ NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/23 ____/_____/23
ACQUIRED DISPOSED

▶ NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/23 ____/_____/23
ACQUIRED DISPOSED

▶ NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/23 ____/_____/23
ACQUIRED DISPOSED

▶ NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/23 ____/_____/23
ACQUIRED DISPOSED

Comments: _____

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Cryptocurrency
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity. Do not use acronyms for the name of the business entity, unless it is one that is commonly understood by the public.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. Frank’s conflict of interest code requires full disclosure of investments. Frank must disclose stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by Frank’s spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. Alice has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

SCHEDULE A-2

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one
Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$0 - \$1,999			
\$2,000 - \$10,000	____/____/23	____/____/23	
\$10,001 - \$100,000	ACQUIRED	DISPOSED	
\$100,001 - \$1,000,000			
Over \$1,000,000			

NATURE OF INVESTMENT
Partnership Sole Proprietorship _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499	\$10,001 - \$100,000
\$500 - \$1,000	OVER \$100,000
\$1,001 - \$10,000	

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None or Names listed below _____

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____

Description of Business Activity or City or Other Precise Location of Real Property _____

FAIR MARKET VALUE	IF APPLICABLE, LIST DATE:
\$2,000 - \$10,000	
\$10,001 - \$100,000	____/____/23
\$100,001 - \$1,000,000	ACQUIRED DISPOSED
Over \$1,000,000	

NATURE OF INTEREST
Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Other _____
Yrs. remaining

Check box if additional schedules reporting investments or real property are attached

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one
Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$0 - \$1,999			
\$2,000 - \$10,000	____/____/23	____/____/23	
\$10,001 - \$100,000	ACQUIRED	DISPOSED	
\$100,001 - \$1,000,000			
Over \$1,000,000			

NATURE OF INVESTMENT
Partnership Sole Proprietorship _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499	\$10,001 - \$100,000
\$500 - \$1,000	OVER \$100,000
\$1,001 - \$10,000	

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None or Names listed below _____

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____

Description of Business Activity or City or Other Precise Location of Real Property _____

FAIR MARKET VALUE	IF APPLICABLE, LIST DATE:
\$2,000 - \$10,000	
\$10,001 - \$100,000	____/____/23
\$100,001 - \$1,000,000	ACQUIRED DISPOSED
Over \$1,000,000	

NATURE OF INTEREST
Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Other _____
Yrs. remaining

Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

SCHEDULE B
Interests in Real Property
 (Including Rental Income)

Name _____

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS _____

CITY _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000		
\$10,001 - \$100,000	____/____/23	____/____/23
\$100,001 - \$1,000,000	ACQUIRED	DISPOSED
Over \$1,000,000		

NATURE OF INTEREST

Ownership/Deed of Trust	Easement
Leasehold _____	_____
Yrs. remaining	Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499	\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000	

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS _____

CITY _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000		
\$10,001 - \$100,000	____/____/23	____/____/23
\$100,001 - \$1,000,000	ACQUIRED	DISPOSED
Over \$1,000,000		

NATURE OF INTEREST

Ownership/Deed of Trust	Easement
Leasehold _____	_____
Yrs. remaining	Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499	\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000	

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____

ADDRESS (Business Address Acceptable) _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

INTEREST RATE TERM (Months/Years)

_____%	None	_____
--------	------	-------

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000

Guarantor, if applicable _____

NAME OF LENDER* _____

ADDRESS (Business Address Acceptable) _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

INTEREST RATE TERM (Months/Years)

_____%	None	_____
--------	------	-------

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000

Guarantor, if applicable _____

Comments: _____

Instructions – Schedule B Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the first and last name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, Allison received rental income of \$12,000, from a single tenant who rented property owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street	
CITY Sacramento	
FAIR MARKET VALUE	IF APPLICABLE, LIST DATE:
<input type="checkbox"/> \$2,000 - \$10,000	<input type="checkbox"/> / / XX / XX
<input type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> ACQUIRED <input type="checkbox"/> DISPOSED
<input checked="" type="checkbox"/> \$100,001 - \$1,000,000	
<input type="checkbox"/> Over \$1,000,000	
NATURE OF INTEREST	
<input type="checkbox"/> Ownership/Deed of Trust	<input type="checkbox"/> Easement
<input type="checkbox"/> Leasehold	<input type="checkbox"/> Other
IF RENTAL PROPERTY, GROSS INCOME RECEIVED	
<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$500 - \$1,000
<input type="checkbox"/> \$1,001 - \$10,000	<input type="checkbox"/> \$10,001 - \$10,000
<input checked="" type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> OVER \$100,000
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.	
<input type="checkbox"/> None	
Henry Wells	
NAME OF LENDER*	
Sophia Petroillo	
ADDRESS (Business Address Acceptable)	
2121 Blue Sky Parkway, Sacramento	
BUSINESS ACTIVITY, IF ANY, OF LENDER	
Restaurant Owner	
INTEREST RATE	TERM (Months/Years)
8 % <input type="checkbox"/> None	15 Years
HIGHEST BALANCE DURING REPORTING PERIOD	
<input type="checkbox"/> \$500 - \$1,000	<input type="checkbox"/> \$1,001 - \$10,000
<input checked="" type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> OVER \$100,000
<input type="checkbox"/> Guarantor, if applicable	
Comments:	

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. INCOME RECEIVED	▶ 1. INCOME RECEIVED												
<p>NAME OF SOURCE OF INCOME _____</p> <p>ADDRESS <i>(Business Address Acceptable)</i> _____</p> <p>BUSINESS ACTIVITY, IF ANY, OF SOURCE _____</p> <p>YOUR BUSINESS POSITION _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">GROSS INCOME RECEIVED</td> <td style="width: 50%; border: none;">No Income - Business Position Only</td> </tr> <tr> <td style="border: none;">\$500 - \$1,000</td> <td style="border: none;">\$1,001 - \$10,000</td> </tr> <tr> <td style="border: none;">\$10,001 - \$100,000</td> <td style="border: none;">OVER \$100,000</td> </tr> </table> <p>CONSIDERATION FOR WHICH INCOME WAS RECEIVED</p> <p>Salary Spouse's or registered domestic partner's income <small>(For self-employed use Schedule A-2.)</small></p> <p>Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)</p> <p>Sale of _____ <small>(Real property, car, boat, etc.)</small></p> <p>Loan repayment</p> <p>Commission or Rental Income, list each source of \$10,000 or more</p> <p>_____ (Describe)</p> <p>Other _____ <small>(Describe)</small></p>	GROSS INCOME RECEIVED	No Income - Business Position Only	\$500 - \$1,000	\$1,001 - \$10,000	\$10,001 - \$100,000	OVER \$100,000	<p>NAME OF SOURCE OF INCOME _____</p> <p>ADDRESS <i>(Business Address Acceptable)</i> _____</p> <p>BUSINESS ACTIVITY, IF ANY, OF SOURCE _____</p> <p>YOUR BUSINESS POSITION _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">GROSS INCOME RECEIVED</td> <td style="width: 50%; border: none;">No Income - Business Position Only</td> </tr> <tr> <td style="border: none;">\$500 - \$1,000</td> <td style="border: none;">\$1,001 - \$10,000</td> </tr> <tr> <td style="border: none;">\$10,001 - \$100,000</td> <td style="border: none;">OVER \$100,000</td> </tr> </table> <p>CONSIDERATION FOR WHICH INCOME WAS RECEIVED</p> <p>Salary Spouse's or registered domestic partner's income <small>(For self-employed use Schedule A-2.)</small></p> <p>Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)</p> <p>Sale of _____ <small>(Real property, car, boat, etc.)</small></p> <p>Loan repayment</p> <p>Commission or Rental Income, list each source of \$10,000 or more</p> <p>_____ (Describe)</p> <p>Other _____ <small>(Describe)</small></p>	GROSS INCOME RECEIVED	No Income - Business Position Only	\$500 - \$1,000	\$1,001 - \$10,000	\$10,001 - \$100,000	OVER \$100,000
GROSS INCOME RECEIVED	No Income - Business Position Only												
\$500 - \$1,000	\$1,001 - \$10,000												
\$10,001 - \$100,000	OVER \$100,000												
GROSS INCOME RECEIVED	No Income - Business Position Only												
\$500 - \$1,000	\$1,001 - \$10,000												
\$10,001 - \$100,000	OVER \$100,000												

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

<p>NAME OF LENDER* _____</p> <p>ADDRESS <i>(Business Address Acceptable)</i> _____</p> <p>BUSINESS ACTIVITY, IF ANY, OF LENDER _____</p> <p>HIGHEST BALANCE DURING REPORTING PERIOD</p> <p>\$500 - \$1,000</p> <p>\$1,001 - \$10,000</p> <p>\$10,001 - \$100,000</p> <p>OVER \$100,000</p>	<p>INTEREST RATE TERM (Months/Years)</p> <p>_____ % None _____</p> <p>SECURITY FOR LOAN</p> <p>None Personal residence</p> <p>Real Property _____ <small>Street address</small></p> <p>_____ <small>City</small></p> <p>Guarantor _____</p> <p>Other _____ <small>(Describe)</small></p>
--	--

Comments: _____

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

SCHEDULE D
Income – Gifts

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

Comments: _____

Instructions – Schedule D Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a \$590 limit in 2023. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

SCHEDULE E
Income – Gifts
Travel Payments, Advances,
and Reimbursements

Name _____

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

 Made a Speech/Participated in a Panel _____

 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

 Made a Speech/Participated in a Panel _____

 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

 Made a Speech/Participated in a Panel _____

 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

 Made a Speech/Participated in a Panel _____

 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

Comments: _____

Instructions – Schedule E Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are not required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- **Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for MaryClaire's travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which they are not providing services are likely considered gifts.

▶ NAME OF SOURCE (Not an Acronym)	
Health Services Trade Association	
ADDRESS (Business Address Acceptable)	
1230 K Street, Suite 610	
CITY AND STATE	
Sacramento, CA	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
DATE(S):	AMT: \$ 550.00
(if gift)	
▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input checked="" type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for board meeting.</u>	
▶ If Gift, Provide Travel Destination _____	

Note that the same payment from a 501(c)(3) would NOT be reportable.

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose.

▶ NAME OF SOURCE (Not an Acronym)	
Chengdu Municipal People's Government	
ADDRESS (Business Address Acceptable)	
2 Caoshi St. CaoShiJie, Qingyang Qu, Chengdu Shi,	
CITY AND STATE	
Sichuan Sheng, China, 610000	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
DATE(S):	AMT: \$ 3,874.38
(if gift)	
▶ MUST CHECK ONE: <input checked="" type="checkbox"/> Gift -or- <input type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for trip to China.</u>	
▶ If Gift, Provide Travel Destination <u>Sichuan Sheng, China</u>	

Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2023-2024, the gift limit increased to \$590 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original “wet” signature unless filed with a secure electronic signature. (See page 3 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as “acting,” “interim,” or “alternate” must file as if they hold the position because they are or may be performing the duties of the position.

- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse’s income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse’s economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse’s income may not have to be reported. Contact the FPPC for more information.
- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of “doing business in the jurisdiction” is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.

Questions and Answers Continued

- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.
- Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?
- A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.
- Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?
- A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.
- Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?
- A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.
- Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?
- A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

- Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?
- A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.
- Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?
- A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 14.)

Questions and Answers Continued

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My spouse is a partner in a four-person firm where all of their business is based on their own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your spouse's investment in the firm is 10% or greater, disclose 100% of your spouse's share of the business on Schedule A-2, Part 1 and 50% of your spouse's income on Schedule A-2, Parts 2 and 3. For example, a client of your spouse's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.

Questions and Answers Continued

Gift Disclosure

- Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?
- A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.
- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2023 the gift limit was \$590, so the Bensons may have given the supervisor artwork valued at no more than \$1,080. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.

Frequently Asked Questions: Form 700 Disclosure

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The FAQs listed below are selected from questions often asked about the Statement of Economic Interests (Form 700). Because it is not possible to address all of the unique variables and circumstances related to disclosure, individuals are encouraged to contact the FPPC with specific facts. Most officials must also consult their agency’s conflict of interest code to determine their disclosure level and their reportable interests. The Form 700 is a public document. Form 700s filed by State Legislators and Judges, members of the FPPC, County Supervisors, and City Council Members are available on the FPPC’s website.

General Questions

1. Q. Do officials have to complete all schedules of the Form 700?
 - A. Not necessarily. The majority of individuals who file the Form 700 must do so by following the rules set forth in their agency’s conflict of interest code (“designated employees”). Before completing the Form 700, an official should be familiar with the disclosure category for their position. For example, since job duties differ from agency to agency and even unit to unit within the same agency, an analyst for one agency, or unit of that agency, may not have the same reporting requirements as an analyst from another agency, or even another unit of the same agency. **Designated employees should obtain a copy of their agency’s conflict of interest code from the agency.**

Officials listed in Government Code Section 87200 (e.g., boards of supervisors, city council members, planning commissioners, elected state officials, etc.) must report investments, business positions, and sources of income, including receipt of gifts, loans, and travel payments, from sources located in or doing business in their agency’s jurisdiction. All interests in real property within the agency’s jurisdiction must also be reported. For local officials, real property located within two miles of the boundaries of the jurisdiction or any real property that the agency has an interest in is deemed to be “within the jurisdiction.”
2. Q. Is it necessary to read all of the information before completing the Form 700?
 - A. Each individual must verify the Form 700’s content under penalty of perjury. Therefore, every effort must be made to understand what the form requires. When necessary, you may contact the FPPC for specific guidance. You may only obtain immunity from a potential enforcement action when you receive formal written advice.
3. Q. Where are the Form 700s filed?
 - A. Most state and local officials file with their agency. In most instances, the agency is required to forward the originals for specified high-level officials to the FPPC. Only retired judges serving on assignment and legislative staff file the Form 700 *directly* with the FPPC.

Frequently Asked Questions: Form 700 Disclosure

4. Q. If the Form 700 is postmarked by the due date, is it considered filed on time?
- A. Yes.
5. Q. If an official holds multiple positions subject to filing obligations, is a statement required for each position?
- A. Yes. However, in some circumstances, such an official may file an expanded statement instead. The expanded statement must cover all reportable interests for all jurisdictions and list all positions for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.
6. Q. Do individuals need to file a complete Form 700 when they leave office?
- A. Yes. The same requirements apply for the assuming office, the annual, and the leaving office filings.
7. Q. An individual is hired into a newly created management position in her agency's Information Technology Department. How does she complete the Form 700?
- A. Because it is a newly created position, the law requires that economic interests be reported under the broadest disclosure category in the agency's conflict of interest code unless the agency sets interim disclosure that is tailored to the limited range of duties of the position. An individual may request that the agency complete the Form 804 (Agency Report of New Positions) to tailor the disclosure category to the job duties of the new position. Generally, the Form 700 must be filed with the agency within 30 days of the date of hire.
8. Q. Must board members of a non-profit public benefit corporation that operates California charter schools file Form 700?
- A. Yes. Members of charter schools are public officials and must file the Form 700.

Income Questions

9. Q. Must an official report a spouse's or registered domestic partner's salary?
- A. Generally an official is required to report their community property share (50%) of their spouse's or registered domestic partner's salary. The disclosure lists the employer's name as the source of income on Schedule C of the Form 700. If the spouse or registered domestic partner is self-employed, the business entity is reported on Schedule A-2. Officials should check their disclosure category, if applicable, to determine if the income is reportable. A spouse or registered domestic partner's government salary is not reportable (e.g., spouse is a teacher at a public school).
10. Q. If an official receives income as a gig worker for companies such as Uber, Lyft, DoorDash, Instacart, etc., is that income reportable on the Form 700?
- A. Yes, this income is reportable if the source of income is doing business in the official's jurisdiction. If the official is an independent contractor of the company, the official will report the income on Schedule A-2. If the official is an employee of the company, the official will report the income on Schedule C.

Frequently Asked Questions: Form 700 Disclosure

11. Q. If an official and their spouse have a legally separate property agreement (e.g., prenuptial), must the official still report their community property share (50%) in their spouse's income?
- A. No. If there is a legally separate property agreement, the official is not required to report their community property share in their spouse's income so long as the funds are not commingled with community funds or used to pay for community expenses or to produce or enhance the official's separate income. This reporting exception does not apply to investments and interests in real property. Even if a public official and their spouse have a separate property agreement, the spouse's investments and interests in real property must still be disclosed because the definitions of reportable investments and interests in real property include those held by the official's immediate family (spouse, registered domestic partner, and dependent children). These definitions are not dependent on community property law.
12. Q. If an official owns a business in which he has received income of \$10,000 or more from a client, is the official required to disclose the client's name on Schedule A-2, Part 3?
- A. Yes, except for under rare circumstances where disclosure of the identity would violate a legally recognized privilege under California or federal law. In these cases, the FPPC may authorize an exemption. (Regulation 18740)
13. Q. When an official purchases a new car and trades in the old car as credit toward the purchase price, is the trade-in allowance considered reportable income on the Form 700?
- A. No. A trade-in allowance is not considered income and is not reportable on an official's Form 700. However, income received from the sale of an auto may be reportable.
14. Q. An official owns a rental property that they are required to report. The renter/tenant pays a property management company and the company deposits the funds into the official's checking account. Would the source of rental income be listed as the property management company or the person living at the residence who is paying the property management company?
- A. The source of the rental income is the person living at the residence (renter/tenant). The property management company does not need to be disclosed.

Investment Questions

15. Q. An official holds various stocks through an account managed by an investment firm. The account manager decides which stocks to purchase with no input from the official. Are the stocks subject to disclosure?
- A. Yes. Unless the stocks are in a diversified mutual fund registered with the SEC or in a fund similar to a diversified mutual fund (e.g., exchange traded fund (ETF)) if the similar fund meets the specific criteria outlined in Regulation 18237. Any investments worth \$2,000 or more in a business entity located in or doing business in the jurisdiction must be disclosed on Schedule A-1 or A-2 if the official's disclosure category requires that the investments be reported.
16. Q. Are funds invested in a retirement account required to be disclosed?
- A. Investments held in a government defined-benefit pension program plan (e.g., CalPERS) are not reportable. Investments held in a fund such as a defined contribution plan 401(k) or exchange traded fund (EFT) are not required to be disclosed if the fund meets the specific criteria outlined in Regulation 18237. An official may need to contact their account manager for assistance in determining what assets are held in the account.

Frequently Asked Questions: Form 700 Disclosure

17. Q. If an official reported stocks that were acquired last year on their annual Form 700, must the stocks be listed again on the official's next Form 700?
- A. Yes. Stocks that are worth \$2,000 or more during the reporting period must be reported every year that they are held. The "acquired" and "disposed" dates are only required if the stocks were acquired or disposed of during the period covered by the Form 700.
18. Q. How are interests in a living trust reported if the trust includes: (1) rental property in the official's jurisdiction; (2) a primary residence; and (3) investments in diversified mutual funds? Are there different disclosure rules?
- A. The name of the trust is reported, along with the rental property and its income, on Schedule A-2. The official's primary residence, if used exclusively as a personal residence, and investments in diversified mutual funds registered with the SEC, are not reportable. Although the official's primary residence is not required to be disclosed on the Form 700, it is still considered an economic interest for conflict of interest purposes. (See Question 18.) A secondary residence not used exclusively for personal purposes may be reportable. (See Question 19.)
19. Q. A Form 700 filer has a 10% or greater ownership interest in a company that provides uncompensated, pro-bono, or volunteer services within the filer's jurisdiction. Must this investment be disclosed on Schedule A-2 of the Form 700?
- A. Yes. An investment must be disclosed if there is any financial interest in a business entity that does business or plans to do business within the jurisdiction (See Government Code 82034). Although the services are uncompensated, "doing business in" is defined as having business contacts on a regular or substantial basis including providing services or goods (Regulation 18230).
20. Q. An official holds an investment (stocks, partnership, etc.) or receives income from a business entity. How is the name of the business entity reported?
- A. An official must report the full name of the business entity interest. Do not use acronyms for the name of the business entity unless it is one that is commonly understood by the public.

Real Property Questions

21. Q. Is an official's personal residence reportable?
- A. Generally, any personal residence occupied by an official or their family is not reportable if used exclusively as a personal residence. However, a residence for which a business deduction is claimed is reportable if the portion claimed as a tax deduction is valued at \$2,000 or more. In addition, any residence for which an official receives rental income is reportable if it is located in the jurisdiction.
22. Q. When an official is required to report interests in real property, is a secondary residence reportable?
- A. It depends. First, the residence must be located in the official's jurisdiction. If the secondary residence is located in the official's jurisdiction and rental income is received (including from a family member), the residence is reportable. However, if the residence is used exclusively for personal purposes and no rental income is received, it is not reportable. Although the secondary residence may not be reportable, it is still considered an economic interest for conflict of interest purposes.

Frequently Asked Questions: Form 700 Disclosure

23. Q. If a primary or secondary personal residence is required to be reported, is the street address required to be disclosed?
- A. No. The assessor's parcel number may be listed instead of the street address.

Enforcement Question

24. Q. What is the penalty for not filing the Form 700 on time or not reporting all required economic interests?
- A. A late fine of \$10 per day up to a maximum of \$100 may be assessed. If an individual does not pay a late fine, the matter may be referred to the Franchise Tax Board for collection. In addition, if a matter is referred to the FPFC's Enforcement Division for failure to file or failure to include all required economic interests, the fine may be substantially higher.

Gift/Travel Questions

25. Q. What is the gift limit for 2023-2024?
- A. **\$590:** This means that gifts from a single, reportable source, other than a lobbyist or lobbying firm (see below), may not exceed \$590 in a calendar year. For officials and employees who file the Form 700 under an agency's conflict of interest code ("designated employees"), this limit applies only if the official or employee would be required to report income or gifts from that source on the Form 700, as outlined in the "disclosure category" portion of the agency's conflict of interest code. For conflict of interest purposes, the gift must be under \$590 to avoid consideration under the conflict rules.

State Lobbyist & Lobbying Firm Limit:

\$10: State candidates, state elected officers, and state legislative officials may not accept gifts aggregating more than **\$10 in a calendar month that are made or arranged by a registered state lobbyist or lobbying firm.** The same rule applies to state agency officials, including members of state boards and commissions, if the lobbyist or firm is registered to lobby, or should be registered to lobby, the official's or employee's agency.

26. Q. During the year, an official received several gifts of meals from the same reportable source. Each meal was approximately \$35. Is the source reportable?
- A. Yes. Gifts from the same reportable source are aggregated, and the official must disclose the source when the total value of all meals reaches or exceeds \$50.
27. Q. How does an individual return a gift so that it is not reportable?
- A. Unused gifts that are returned to the donor or reimbursed within 30 days of receipt are not reportable. The recipient may also donate the unused item to a charity or a governmental agency within 30 days of receipt or acceptance so long as the donation is not claimed as a tax deduction. An individual may not, however, reimburse a charity for the value (or partial value) of a gift from another source, in order to not report the gift, unless the charity was the original source of the gift.

Frequently Asked Questions: Form 700 Disclosure

28. Q. Two people typically exchange gifts of similar value on birthdays. Are these items reportable?
- A. No. Gift exchanges with individuals, other than lobbyists, on birthdays, holidays, or similar occasions, are not reportable or subject to gift limits. The gifts exchanged must be similar in value.
29. Q. Must an official report gifts received from an individual whom the official is dating?
- A. No. Gifts of a personal nature exchanged because the individuals are in a bona fide dating relationship are not reportable or subject to gift limits. However, the official remains subject to the conflict of interest rules and some matters may require recusal from voting.
30. Q. If an official makes a speech related to national public policy and their spouse attends the dinner at the event, is the spouse's meal considered a gift to the official?
- A. Yes. The official's meal is not a reportable gift; however, their spouse's meal is a gift and reportable on the official's Form 700 if the value is \$50 or more.
31. Q. A vendor that does business with the agency provided entertainment tickets to the spouse of one of the agency members. Must the member report the tickets as gifts?
- A. Yes. Unless an exception applies, the tickets are a reportable gift. A gift to an official's spouse is a gift to the official when there is no established working, social, or similar relationship between the donor/vendor and the spouse or there is evidence to suggest that the donor had a purpose to influence the official.
32. Q. An agency received two free tickets to a concert from a local vendor. The agency has a policy governing the reporting of tickets and passes distributed to persons for use in ceremonial roles or other agency related activities. The agency had discretion to determine who in the agency received the tickets. Each ticket was valued at \$140. If the agency director used the tickets, how are they reported?
- A. Assuming the tickets meet the agency's policy as an appropriate use of public funds, the agency may report the tickets (worth \$280) on the Form 802 (Agency Report of Ceremonial Role Events and Ticket/Pass Distributions), which is a public record. The director does not need to report the tickets on the Form 700.
33. Q. An agency received a large box of chocolates as a holiday gift from a local merchant. It was addressed to the agency and not to a particular employee. Is there a reporting requirement?
- A. No. There is no reporting requirement if the value received by each agency employee is less than \$50.
34. Q. An agency official receives a gift basket specifically addressed to the official worth more than \$50 from a local merchant. Is there a reporting requirement?
- A. If the source of the gift basket is reportable by the official, the official must report the gift, even if they share the gift with other agency employees.

Frequently Asked Questions: Form 700 Disclosure

35. Q. Do prizes donated to a governmental agency by an outside source constitute gifts under the Act if they were received by city employees in a drawing conducted by the city for all city employees participating in the city's charitable food drive?
- A. Yes. The prizes are gifts if donated by an outside source and subject to the Act's limits and reporting requirements.
36. Q. An official won a scholarship in a raffle at a software update training class. The scholarship covered the cost of the class. All attendees, including other public officials and members of the public, were eligible to apply for the scholarship. Is the official required to report the scholarship as a gift?
- A. A scholarship received in a "bona fide" competition may be reported as income instead of a gift. Whether or not a competition or contest is "bona fide" depends on specific facts, such as the nature of the pool of contestants. Contact the FPPC for assistance.
37. Q. Is a ticket provided to an official for their admission to an event at which the official performs a ceremonial role or function on behalf of their agency reportable on the official's Form 700?
- A. No, so long as the organization holding the event provides the ticket and so long as the official's agency completes the Form 802 (Agency Report of Ceremonial Role Events and Ticket/Pass Distributions). The form will identify the official's name and explain the ceremonial function. (See Regulation 18942.3 for the definition of "ceremonial role.")
38. Q. An official makes an annual donation to an educational organization that has a 501(c)(3) tax-exempt status. The organization is holding a two-hour donor appreciation event, which will include wine, appetizers, and music. Free access to the event is being provided to all donors to the organization. Must the official report the event as a gift from the organization?
- A. Because free access to the event is offered to all of the organization's donors, without regard to official status, access to the event is not a reportable gift.
39. Q. Are frequent flyer miles reportable?
- A. No. Discounts received under an airline's frequent flyer program that are available to all members of the public are not required to be disclosed.

IMPORTANT NOTE: See Regulation 18950.1 for additional information on reporting travel payments. In some circumstances the agency may report the travel in lieu of the official reporting the travel.

40. Q. If a non-profit organization pays for an official to travel to a conference after receiving the funds to pay for the travel from corporate sponsors, specifically for the purpose of paying for the official's travel, is the non-profit organization or the corporate sponsors the source of the gift?
- A. The corporate sponsors are the source of the gift if the corporate sponsors donated funds specifically for the purpose of the official's travel. Thus, the benefit of the gift received by the official would be pro-rated among the donors. Each reportable donor would be subject to the gift limit and identified on the official's Form 700. The FPPC should be contacted for specific guidance to determine the true source of the travel payment.

Frequently Asked Questions: Form 700 Disclosure

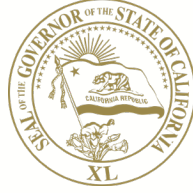
41. Q. May an official accept travel, lodging and subsistence from a foreign sister city while representing the official's home city?
- A. Yes. If the travel and related lodging and subsistence is paid by a foreign government and is reasonably related to a legislative or governmental purpose, it is not subject to the gift limit. However, the payments must be disclosed as gifts on the Form 700 for this exception to apply. While in the foreign country, any personal excursions not paid for by the official must also be disclosed and are subject to the gift limit. If private entities make payments to the foreign government to cover the travel expenses, the gift limit will apply and travel payments will likely be prohibited. Please contact the FPPC for more information.
42. Q. An analyst for a state or local agency attends a training seminar on the new federal standards related to the agency's regulatory authority. If the analyst's travel payments are paid by the federal agency, must the analyst report the payment on the Form 700?
- A. No. A payment for travel and related per diem received from a government agency for education, training, or other inter-agency programs or purposes, is not considered a gift or income to the official who uses the payment.
43. Q. A state legislator and a planning commissioner were guest speakers at an association's event. Travel expenses were paid by the association, and the event was held in the United States. Is this reportable?
- A. Yes. The payment is reportable, but not subject to the gift limits. In general, an exception applies to payments for travel within the United States that are provided to attend a function where the official makes a speech. These payments are not limited, but are reportable as gifts. The rules require that the speech be reasonably related to a legislative or governmental purpose, or to an issue of state, national, or international public policy; and the travel payment must be limited to actual transportation and related lodging and subsistence the day immediately preceding, the day of, and the day immediately following the speech. (See Government Code Section 89506. Other rules may be applicable if this exception is not used.)
44. Q. An official serves as a board member for two organizations – one has a 501(c)(3) tax-exempt status and the other has a 501(c)(6) tax-exempt status. The organizations pay the official's travel expenses to attend board meetings. Must the official report these travel payments?
- A. Under the Act, travel payments provided to an official by a 501(c)(3) organization are exempt from the definition of "income" and therefore, not reportable. However, travel payments from other organizations, including a 501(c)(6) organization, are likely required to be reported. Designated employees must report such travel payment if the organization is reportable pursuant to the official's disclosure category in their agency's conflict of interest code.
45. Q. The local airport authority issues a certain number of airport parking cards to the County to allow the cardholders to use the parking facilities at the airport at no charge, provided the cardholder is on official business. Must the officials who use the parking cards report a gift on the Form 700?
- A. No. As long as the parking cards are used for official business only, the parking cards do not provide a personal benefit, so no gift is received. If a parking card is used for *personal* purposes, a gift must be reported.

Tickets to Non-Profit and Political Fundraisers Questions

46. Q. An official is offered a ticket from a 501(c)(3) organization to attend its fundraising event. The face value (price) of the ticket is \$500, and the ticket states that the tax deductible portion is \$350. If the official accepts the ticket, what must be reported?
- A. Nothing is required to be reported on the Form 700, so long as the ticket is provided directly by the 501(c)(3) organization for its own fundraising event and is used for the official's own attendance at the fundraiser. In this case, the ticket is deemed to have no value. The official may also accept a second ticket provided directly by the 501(c)(3) organization for their guest attending the event, without a reporting obligation by either the official or the guest.
47. Q. What if someone purchases a table at a non-profit fundraiser and offers an official a seat at the table?
- A. If another person or entity provides a ticket, it is a gift and subject to the gift limit. The value is the non-deductible portion on the ticket. If there is no declared face value, then the value is the pro-rata share of the food, catering service, entertainment, and any additional item provided as part of the event. The "no value" exception only applies if the official receives no more than two tickets for their own use directly from the 501(c)(3) organization and it is for the organization's fundraising event.
48. Q. A 501(c)(3) organization provides a ticket to an official for its fundraising event. The organization seats the official at a table purchased by a business entity. Does the official have to report the ticket?
- A. No. So long as the ticket is provided directly by the 501(c)(3) organization and is used for the official's own attendance at the fundraiser, the ticket is not reportable regardless of where the official is seated.
49. Q. An agency employee who holds a position designated in its agency's conflict of interest code receives a ticket to a fundraiser from a person not "of the type" listed in the agency's code. Is the agency employee required to report the value?
- A. No. A ticket or any other gift may be accepted under these circumstances without limit or reporting obligations. Agencies must ensure the conflict of interest code adequately addresses potential conflicts of interests but not be so overbroad as to include sources that are not related to the employee's official duties.
50. Q. An official receives a ticket to attend a political fundraiser held in Washington D.C. from a federal committee. Is the official required to disclose the ticket as a gift, and is it subject to the gift limit?
- A. No. The value of the ticket is not a gift, so long as the ticket is provided to the official directly by the committee holding the fundraiser and the official personally uses the ticket. (Regulation 18946.4.) Separate rules apply for travel provided to attend the fundraiser. Regulation 18950.3 covers issues on travel paid by or for a campaign committee.

Frequently Asked Questions: Form 700 Disclosure

51. Q. A political party committee is holding a political fundraiser at a golf course and a round of golf is included. If the committee provides an elected official a ticket, is the ticket reportable by the official?
- A. No, so long as the official uses the ticket for their own use. If someone other than the political party provides a ticket, the full cost of the ticket is a gift. The political party must report the total amount spent on the fundraiser on its campaign statement.
52. Q. If a business entity offers an official a ticket or a seat at a table that was purchased for a political fundraiser, what is the value?
- A. Because the ticket was not offered by the campaign committee holding the fundraiser, it is a gift to the official. The value is either the face value of the ticket or the pro-rata share of the food, catering services, entertainment, and any additional benefits provided to attendees.
53. Q. If an official attends an event that serves only appetizers and drinks, does the “drop-in” exception apply no matter how long the official stays or how many appetizers or drinks are consumed?
- A. No. The focus of the “drop-in” exception is on the official’s brief attendance and limited consumption, not on the nature of the event as a whole. If an official attends an event that serves only appetizers and drinks, the “drop-in” exception applies only if the official just “drops in” for a few minutes and consumes only a “de minimis” amount of appetizers and drinks. The “drop-in” exception does not automatically apply just because the event does not serve more than appetizers and drinks.
54. Q. An organization, which is not a 501(c)(3) organization, is holding a fundraiser at a professional sporting event. Tickets to this sporting event are sold out and it appears that tickets are only available at a substantially higher price than the face value amount of the ticket provided to the official by the organization. If the official attends the event, what is the value of the gift?
- A. The value is the face value amount on the ticket to the sporting event. This valuation rule applies to all tickets to such events that are not covered by a separate valuation exception, such as non-profit and political party fundraisers.
55. Q. An official receives a ticket to a fundraiser, and if accepted, the ticket will result in a reportable gift or a gift over the current gift limit. What are the options?
- A. The official may reimburse the entity or organization that provided the ticket for the amount over the gift limit. Alternatively, the official may pay down the value of the ticket to under the \$50 gift reporting threshold if the official does not want to disclose the ticket. Reimbursement and/or pay down must occur within 30 days of receipt of the ticket. A candidate or elected official may use campaign funds to make the reimbursement if the official’s attendance at the event is directly related to a political, legislative, or governmental purpose. A ticket that is not used and not given to another person is not considered a gift to the official and therefore is not reportable.



OFFICE OF THE GOVERNOR

2024 California Fair Season

Welcome to the 2024 California fair season!

California fairgrounds continue to play a vital role in our state. As we enter a new year, and prepare for the new fair season, there is so much to be excited about. As a California fair exhibitor, you have a key part to play in teaching the public about the history of agriculture and its importance for the Golden State. Whether you are a new or a seasoned exhibitor, this is a unique opportunity to engage with members of your community, form a connection with California's farmers and ranchers, and attract future generations of agricultural leaders.

Annual fairs in California provide an invaluable family experience and proudly display our state's vast diversity of cultures and traditions, all while operating as economic engines and creating jobs within their communities. When fairgrounds are not hosting their annual fairs and other events, they serve their communities as resilience centers. During various floods, storms, and wildfires last year, fairgrounds across the state were activated by their local Office of Emergency Services to serve as evacuation centers for people, pets, and livestock.

Time and time again, fairgrounds demonstrate their importance to our state, and so much of this would not be possible without the good work of our dedicated fair exhibitors. Thank you for your advocacy and commitment to our state and the agricultural community. We look forward to another successful year in 2024!

Sincerely,

A handwritten signature in black ink, appearing to read "Gavin Newsom", with a long horizontal line extending to the right.

Gavin Newsom
Governor of California

December 20, 2023

Thank you all for your efforts in showcasing California's bountiful agriculture!

California is very fortunate to have some of the richest agricultural resources in the world and your exhibits play a vital role in presenting this to your communities and the public. Each fair has a unique, local agriculture flavor that brings people together to celebrate the tradition and innovation of our farmers and ranchers.

In addition to helping promote California's agriculture, the annual fair events also educate the general public on new technology that improves agriculture's effect on the environment, stewardship of water and natural resources, and practices that help preserve farmland for future generations.

When fairgrounds are not hosting the county fair, they are also used for quinceaneras, weddings, funerals, and many other community events. In times of need, fairgrounds are amongst the first to open their doors and be used as resiliency centers to serve their communities as cooling centers, evacuation shelters, first responders, food hubs, and workforce development. Fairgrounds are equipped with kitchens, sanitation facilities, and provide a safe space for sheltering people, pets, and livestock.

Your support of California fairgrounds and the annual fair is extremely important to the success of current and future generations and I look forward to hearing about the great success of the 2024 season.

Yours truly,

A handwritten signature in cursive script that reads "Karen Ross".

Karen Ross
Secretary



January 8, 2024

F2024-01

TO: Fair CEOs and Board Chairs

SUBJECT: Fiscal Year 2023/2024 Fair Training Reimbursements

The California Department of Food & Agriculture, Fairs & Expositions Branch (F&E) would like to announce the availability of the annual Fair Training Reimbursement Program for FY 2023/2024 and provide you with the program details that will allow the fairgrounds to be reimbursed for select training costs. There are no substantive changes to the past program's requirements. While we continue to encourage the fairgrounds to explore virtual and online training options to maximize your reimbursement funds, please be sure to get prior approval from F&E to ensure that the training options not listed below are reimbursable.

This training reimbursement is available for fair class sizes I through IV+ and includes District Agricultural Associations, County Fairs, and Citrus Fruit Fairs. The allocation amount is based on class size and shall focus on training for CEOs, staff, and board of directors. The types of training include fair fiscal management, facility operations, effective management skills, minimizing liability exposure, and animal disease transmission prevention.

F&E encourages the fair to utilize 100% of the eligible funds to enhance the training development of the fair staff and board members. Additional information on the Fair Training Allocation Program and the process of submitting the training reimbursement requests are below. The reimbursement form contains detailed instructions and provides navigable links to help fill out the different sections and tabs.

ELIGIBILITY

Includes all fairs class sizes I to IV+ that have a signed and executed FY 2023/2024 Fair Funding Allocation contract on file. Only training events that have occurred **after** the execution date of the agreement are eligible for reimbursements.

ELIGIBLE TRAINING EXAMPLES

- CFA Fall Managers Conference
- WFA Convention
- Strategic Planning



- Staff & Board of Director Trainings
- Event & Management Symposiums
- Eligible IAFE Events and Courses
- Training Supplies & Materials
- Maintenance Mania

TRAVEL REIMBURSEMENTS

All travel expenses sent in for reimbursement must be in accordance with the California Travel Reimbursement Guidelines set by the Department of Human Resources (CalHR) as described below. For more information regarding travel reimbursement guidelines, please visit [CalHR Travel Reimbursements](#).

REIMBURSEMENT SUBMISSION PROCESS

The following information and documentation are required in order to process the request:

1. Submit and have your Base Allocation agreement executed before the date of your first reimbursable training event.
2. Complete the Training Reimbursement Request form. (See Attached)
3. Include a copy of the training event registration receipt.
4. Credit card statements **Will Not** be accepted in place of receipts for registration and airfare expenses.
5. Include the lodging receipt that indicates the daily lodging amount and the daily tax amount per room/per day. Please verify that the rate you are submitting for reimbursement is at or below the maximum daily lodging rate allowed as noted above or they will be adjusted accordingly on the reimbursement form.
6. For air travel and shuttle service, a detailed receipt must be included in the reimbursement request.
7. For mileage reimbursement, include the departure and destination locations and miles traveled. The mileage reimbursement rate is subject to change annually at the beginning of each year.
8. For meal and incidental reimbursements, please complete the Travel Detail section and include the trip departure time and date and the trip arrival time and date for each leg of your trip.

Send the completed reimbursement form and supporting documentation listed above via email to Kenneth.Anater@cdfa.ca.gov. Should you prefer to mail hard copies, please mail to the Fairs and Expositions Branch at 1220 N Street, Sacramento, CA 95814, Attention Ken Anater.

REIMBURSEMENT SUBMISSION DEADLINE

All reimbursement requests are to be postmarked or emailed by May 15, 2024. All requests postmarked or emailed after May 16, 2024, **WILL NOT** be reimbursed.

Should you have any questions or require further information, please contact Ken Anater by email or call (916) 767-8143.

Sincerely,

A handwritten signature in blue ink that reads "Mike Francesconi". The signature is written in a cursive, flowing style.

Mike Francesconi Branch Chief
Fairs & Expositions Branch

Enclosure: FY 2023-24 Training Reimbursement Form

County of Placer Board of Supervisors

175 Fulweiler Avenue
Auburn, California 95603
(530) 889-4010
bos@placer.ca.gov

BONNIE GORE
District 1

SHANTI LANDON
District 2

JIM HOLMES
District 3

SUZANNE JONES
District 4

CINDY GUSTAFSON
District 5



November 27, 2023

Mr. Michael Flores
Deputy Secretary California Department of Food and Agriculture
1220 N Street
Sacramento, CA 95814

Subject: Don Ales, CEO 20th District Agriculture Association & Gold Country Fair

Dear Deputy Secretary Flores,

As a 4th generation member of a Placer County Pioneer Family, I am writing to give you my comments regarding the 20th District Agricultural Fair, AKA, the Gold Country Fairgrounds in Auburn.

As a teenager, growing up in Auburn, the Gold Country Fair was an event that was highly anticipated. The community of Auburn had a robust Fair Booster Organization that promoted the fair and held an annual parade on the day the fair opened.

In the 1960's when the fair was on the Governor's list of potential fair closures the community rallied together to petition the Governor's office to remove the fair from the list of closures and in 1970, Governor Ronald Reagan did so and declared it "The Little Fair That Wouldn't Die."

During the many years since then, when funding from the State of California was reduced and community support diminished, the fairground facilities began deteriorating although several fairground managers did their best to maintain them.

Six years ago, community leader Don Ales became involved and had the vision to see what needed to be done.

Don formed the Gold Country Fair Foundation, a fundraising organization to raise much needed funds to improve the fairgrounds. He was then appointed by the Board of Directors to the position of Chief Executive Officer.

Under Don's leadership, the fairgrounds became the Gold Country Fairgrounds and Event Center and several milestones have been accomplished.

The fairgrounds have been removed from the watchlist and now have \$700,000 in reserves.

By transitioning to an event center there has been an influx of new revenue generation events, including welcoming cultural groups.

He has championed many new capital projects that have improved the fairgrounds infrastructure.

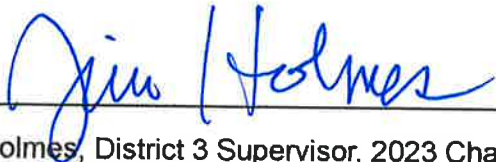
He has hired and maintained a diverse and highly skilled staff.

He successfully budgeted and built the first new livestock barns in decades to promote youth in agriculture programs including the Gold Country Fair Junior Livestock Auction, a very important annual event that I am heavily involved with.

I find Don Ales passion and commitment to his vision and his accomplishments have been achieved with the utmost integrity and honesty in his mission and I fully support him.

Sincerely,

COUNTY OF PLACER



Jim Holmes, District 3 Supervisor, 2023 Chair
Placer County Board of Supervisors

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

6pm - 20th District Board

Placer: Caleb Chef

Placer: Auburn Trading

Placer Building: Placer
Sierra: Private Event

AHL: Private Event

Sierra: Newcastle DC

Placer: Tahoe

6pm - 20th District Board

Armory: Outlaws Roller
Sierra: High Street

Armory: Sacramento Hot Tubs

AHL: Private Event

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
				Armory: Sacramento Hot Tubs		AHL: Private Event
7	8	9	10	11	12	13
Armory: Sacramento Hot Tubs					Farrell Wren & Sierra:	
14	15	16	17	18	19	20
				Placer: California Waterfowl		Sierra: Blue Jean
21	22	23	24	25	26	27
				6pm - 20th District Board	Gold Country Pro Rodeo	
28	29	30	1	2	3	4
Gold Country Pro Rodeo					Main Lawn: Brewfest	