Page 9 Detail of Expenditures Acct. Actual Budgeted Actual Budget 2121 2019 2020 2020 No. HORSE RACING EXPENSE (LIVE): Salaries & Wages (Non Pari-Mutuel) 65100 Salaries & Wages (Pari-Mutuel) 65200 65210 Employee Benefits 65220 Payro!! Taxes 65230 Worker's Compensation Insurance Professional Services (Contractual) 65300 65400 Supplies and Expense 65600 Rental - Totalisator Equipment 65700 Rental - Other Equipment 65800 Other (Explain) TOTAL RACING EXPENSE (LIVE) 65000 SATELLITE WAGERING EXPENSE: 65005 TOTAL SATELLITE WAGERING FAIR ENTERTAINMENT EXPENSE: 66100 Salaries & Wages - Permanent Salaries & Wages - Temporary 66101 66110 **Employee Benefits** 66120 Payroll Taxes 66130 Worker's Compensation Insurance 3,000 66200 26,750 12,000 Professional Services (Contractual) 66300 31,057 35,000 Supplies and Expense 45,900 Rodeo 66400 34,035 66401 3,500 4,000 Rodeo Sound 66500 7,500 Rodeo Labor 66410 1,391 Demolition Derby Sound & Labor Demolition Derby Sound & Labor 66421 1,750 30,000 90,000 10,000 Grounds Entertainment 66500 81,790 66610 50,750 50,000 Grandstand Entertainment 66610 Barn Area Entertainment Stages 66620 82,624 83,000 66610 Building C 66700 Other (Explain) TOTAL FAIR ENTERTAINMENT 66000 321,147 349,900 13,000 MOTORIZED RACING EXPENSE: 66109 0 TOTAL MOTORIZED RACING EXPENSE INTERIM ENTERTAINMENT EXPENSE: 66208 Salaries & Wages - Permanent 66209 Salaries & Wages - Temporary 66219 **Employee Benefits** 66229 Payroll Taxes Worker's Compensation Insurance 66239

66309

66609 66809

66009

Supplies & Expense Concerts (List)

TOTAL INTERIM ENTERTAINMENT

Other (Explain)

Detail of Expenditures Actual Budgeled Actual Budget Acct. 2020 2020 2121 2019 No. NON-CAPITALIZED EQUIPMENT EXPENSE (LIST) (Cost less than \$5,000 and life less than one year): 0 0 0 32,576 72300 TOTAL EQUIPMENT EXPENSE PRIOR YEAR OPERATING EXPENSE ADJUSTMENT: 80010 0 0 General Expense Adjustments 80020 Bad Debt Expense 0 0 0 80000 0 PRIOR YEAR EXPENDITURE CASH SHORTAGES & OVERAGES: 85100 Ticket Sales 85200 Souvenir Sales 85500 Merchandise Sales 85900 Other (Explain) 0 85000 0 0 0 CASH (OVER)/UNDER 0 0 0 DEPRECIATION EXPENSE: (From: Sch 7 / To: Pg. 1) 90000 96000 PENSION EXPENSE: (To: Pg. 1) OTHER OPERATING EXPENSE: 94010 Loss on Sale of Asset Other Expenses 0 0 0 94000 TOTAL OTHER OPERATING EXPENSE

^{*}For budgeting purposes, the expected employer's contribution made toward the pension plan for the year should be placed into Pension Expense Employer's share of the contributions made should not be reflected in the operating expenditures.

Variance Report	Auton	natically r	- 1				Fetime	ted vs.
	Acct.		ted vs. Fluctuation	2020	2020	2121	l .	Fluctuation
	No.	\$ Change	% Change	Budgeted	Actual	Budget	\$ Change	% Change
OPERATING REVENUES:		Language reservations are seen		anna mara an il Santon missiones l'a			100001000010000000	
Admissions to Grounds	41000	(\$286,000)	-100.0%	\$286,000		\$23,000	\$23,000	#DIV/01
Commercial Space	41500	(98,569)	-98.3%	100,300	1,731		(1,731)	-100.0%
Carnival	42100	(123,500)	-100.0%	123,500				#DIV/0!
Concessions	42200	(144,850)	-99.6%	145,450	600	12,000	11,400	1900.0%
Exhibits	43000	(6,346)	-97.6%	6,500	154		(154)	-100.0%
Horse Show	44000	(7,300)	-100.0%	7,300		5,500	5,500	#DIV/01
Horse Racing (Live)	45000	(13,742)	-41.3%	33,300	19,558	56,050	36,492	186.6%
Fair Attractions	46000	(72,000)	-100.0%	72,000				#DIV/0!
Miscellaneous Fair	47000	(177,654)	-99.5%	178,500	846	25,000	24,154	2855.1%
Interim Revenue	48000	(1,615)	-100.0%	1,615				#DIV/0!
Other Operating Revenue	49500	21,365	#DIV/0I		21,365		(21,365)	-100.0%
TOTAL OPERATING REVENUE	s	(910,211)	-95,4%	954,465	44,254	121,550	77,296	174,7%
ATTENDED								
OPERATING EXPENDITURES: Administration	50000	(212,752)	-52.6%	404,451	191,699	139,200	(52,499)	-27.4%
Maintenance & Gen Ops	52000	(34,581)		51,800	17,219	2,300	(14,919)	-86.6%
Publicity	54000	(89,433)		100,000	10,567		(10,567)	-100.0%
Attendance Operations	56000	(-117	#DIV/0!					#DIV/01
Miscellaneous Fair	57000	(23,900)	400000000000000000000000000000000000000	23,900				#DIV/0!
Misc. Non-Fair Programs	57005	(5,500)		5,500				#DIV/0!
Exhibits	63000	(39,840)	-97.9%	40,700	860	27,900	27,040	3144.2%
Horse Show	64000	(2,900)	-100.0%	2,900		5,000	5,000	#ĐIV/0!
Fair Entertainment Expense	66000	(336,900)	000000000000000000000000000000000000000	349,900	13,000		(13,000)	-100.0%
Equipment (Funded by Fair)	72300	1	#DIV/0!					#DIV/01
TOTAL OPERATING EXPENDIT		(745,806)	Security Security Security	979,151	233,345	174,400	(58,945)	-25.3%
		, , ,						
NET EFFECT		(\$164,405)	666.0%	(\$24,686)	(\$189,091)	(\$52,850)	\$136,241	

Exhibit I BUDGET VARIANCE EXPLANATION

Fair O	ganization:		
(4.440) (3.44)	Accounts	Budgeted 2017 to Estimated 2017	Estimated 2017 to Proposed 2018
	Admissions		
41500	Commercial		
42100	Camival		
42200	Concessions		
43000	Exhibits		
	Horse Show		
	Horse Racing		
45005	Satellite Wagering		
46000	Fair Attractions		
46009	Interim Attractions		
46109	Motorized Racing		
47000	Misc. Fair		
47005	Misc. Non-Fair		
48000	Interim		
49000	PY Revenue Adj.		
49500	Other Ops Rev		
50000	Administration		
52000	Maintenance/Gen. Ops		
54000	Publicity		
56000	Attendance Ops		
57000	Misc. Fair		
57005	Misc. Non-Fair		
58000	Premiums		
63000	Exhibits		
64000	Horse Show		
65000	Horse Racing		
65005	Satellite Wagering		
66000	Fair Entertainment		
66109	Motorized Racing		
66009	Interim Entertainment		
72300	Equipment		
80000	PY Expense Adj.		
85000	Cash (over/under)		,
90000	Depreciation Expense		
94000	Other Operating Expense		·
L	- Apolino		

Permanent Positions on Roster for 2018

Filled, Vacant, and Proposed

	Expenditure Classification	Proposed	Total	Pay Ra	te	Amount	Budgeted
ACCT.		Hiring/Anniv	Number of				Account
NO.	CIVIL SERVICE CLASS TITLE	Date	Months	Amount	Per	Detail	Totals
						-	
1							
	•						
-							
		:					
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1							
ļ							
1							

Projected Employee Leave Balance 2018 Year-End Adjustment

	·	Estimated 2 HOURS	Estimated 2017 HOURS	₩.	G	Projected 2016 HOURS	ted 2018 URS	G	
4	* Hourly	Vac. / AL / Holiday	PLP CTO	3 -	* Hourly	Vac. / AL / Holidav	PLP CTO		Projected 2017 Year-End
Position	Salary	credits	_		Salary	credits			Adjustment
			_						
									
			-						
the state of the s									
The state of the s						-			
The second secon									
Total Accrued Liability (should equal Acct 24500)									
Total budgeted carried forward to Acct. 50300									

* - Use end-of-year salary rate for calculation of leave liability.

Temporary Positions Proposed for 2018

	To a litera Olas di Gastian	# 5	alouad	Long	th of	Pay Ra	of a	Amount	Budgeted
ACCT	Expenditure Classification	# Em	oloyed This	1	yment	ayık	Per	, anount	Account
ACCT.	POSITION TITLE	Year	Year	No.	Unit	Amount	Unit	Detail	Totals
NO.	POSITION TITLE	I Cai	- I Cai	140.	Oint	Tunounc	Offic		
:									
					;				
							:		
							:		
			•						
			:						
		_							
	:	٠							
<u> </u>									

Proposed 2017 Contractual Professional Services

		No. of	Est, Lenath	of Services	Amount	Budgeted
ACCT.		Posi-		ys, months)		Account
NO.	TYPE OF SERVICE	tions	Number	Unit Rate	Detail	Totals
110.	111237					
				.,		
						;
	•					
		1				
	•					
						İ

PROPERTY, PLANT & EQUIPMENT PROPOSED ACQUISITIONS & DISPOSITIONS

Sacramento County Fair	0
	(Location)
(Legal Name of Fair)	(Location)

	Estimated	Proposed
	2017	2018
PROPERTY, PLANT & EQUIPMENT (PP&E), January 1:	\$86,457	\$86,457
ACQUISITIONS OF FIXED ASSETS:		
Land	0	C
Buildings & Improvements:		
Major Maintenance (MMP) Projects	0	C
ADA Projects	0	G
Building Improvements	0	C
Land Improvements	0	
New Construction	0	0
Construction in Progress	0	c
Equipment	0	0
	0	0
Other Fixed Assets	0	0
Other:	0	0
TOTAL ACQUISITIONS OF FIXED ASSETS		
TABLE DESCRIPTIONS DISPOSITIONS & DESCRIPTION	86,457	86,457
TOTAL PP&E BEFORE DISPOSITIONS & DEPRECIATION	3.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5	
TOTAL OF THE ACCUSA CONTRACT COLD OF THE ACCUSA COL		
DISPOSITION OF FIXED ASSETS (Salvaged, Sold, etc.):	0	0
Land	0	O
Buildings & Improvements	0	C
Equipment Other Fixed Assets	0	C
	0	O
Other: TOTAL DISPOSITIONS OF FIXED ASSETS	0	C
TOTAL DISPOSITIONS OF TIALS ASSETS		
PP&E BEFORE DEPRECIATION, December 31	86,457	86,457
PP&E BEFORE DEPRECIATION, December 31		
DEPRECIATION:		
Accumulated Depreciation, January 1	77,703	84,511
Less A/D on Dispositions of Fixed Assets above		
Annual Depreciation Expense (from page 10)	6,808	1,945
Accumulated Depreciation, December 31	84,511	86,456
, commented a special section of the		
PP&E, NET OF DEPRECIATION, December 31	1,945	0
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
LONG-TERM DEBT (ASSOCIATED WITH FIXED ASSETS)	0	0
20,0		
INVESTMENT IN CAPITAL ASSETS, DECEMBER 31: (to page 1)	\$1,945	\$0

NON-FAIR FUNDS RECONCILIATION FOR CAPITALIZED PROJECTS

Sacramento County Fair	
(Legal Name of Fair)	-

	Account	Estimated	Proposed
SUMMARY: January 1 to December 31	Number	2017	2018
PRIOR YEAR RESOURCES RECEIVED (Reclassified as CY Revenue)		\$0	Ş1
RESOURCES ACQUIRED (Both cash rec'd & funds held outside of fair)			
Revenue Generating Funds	31900		
Major Maintenance (MMP) Funds	31900		
ADA Funds	31900		
Infrastructure Matching Grants Fund	31900		
Infrastructure Loan Program	31900		
Replenishment Fund (Investment Capital)	31900		
Environmental Investment Program	31900		
Urgent Needs Fund	31900		
Flex Capital Funds (Used for capitalized assets only)	31900		
Grants from Outside Entitles	31900		
Other (Specify)	31900		
TOTAL RESOURCES		0	C
RESOURCES APPLIED (Run through Fair's accounting system):			
Construction in Progress	19000		
Land	19100		
Buildings & Improvements	19200		
Equipment	19300		
Leasehold Improvements	19400		
Other (Specify)			
TOTAL Non-Fair Funds Run Through Fair's Books		0	0
RESOURCES APPLIED (Paid directly by Non-Fair Entity)			
Construction in Progress	19000		
Land	19100		
Building & Improvements	19200		
Equipment	19300		
Leasehold Improvements	19400		
Other (Specify)			
TOTAL Non-Fair Funds Paid Directly by Non-Fair Entity		0	0
	<u></u>		
FUNDS REMAINING (Show as Deferred Revenue)		\$0	\$0

	Acct.	Actual	Budgeted	Estimated	Proposed
	No.	2019	2020	2020	2121
SATELLITE WAGERING REVENUE :		°1		T	T
Admissions - General and Season	45115				
- VIP Area	45125		ļ		
Track Commissions (2%, .6%, etc.)	45205				
Program Sales	45305				
Concessions	45405				
Parking	45505				
Novelties/Souvenirs	45605				<u> </u>
Comcheck ·	45705				
Promotional and Advertising	45805				
Other - Sponsor revenue	45915				
- Impact Fees	45925				
- Miscellaneous (Explain)	45935				
- Reimbursement (Explain)	45945				
Prior Year Revenue Adjustment	49005				
TOTAL (Forward to Page 4)	45005	0	0	0	. 0
SATELLITE WAGERING EXPENSE: Labor Costs	65105				0
Employee Benefits	65115				
Payroll Taxes	65125				
Worker's Compensation Insurance	65135				
Travel/Training	65205				
Management Time	65315				
Professional Services & Contracts	65325				
Equipment Replacement Fund and/or Sinking Fund	65405				
Publicity and Marketing	65505				
Supplies & Expense - General (office, janitorial & maint)	65615		40-1111		
- Programs, Concessions, Parking	65625			_	
Leases and/or Rentals	65705				
Fuel & Utilities	65805				
	65905				
CHRB /CARF/Impact Fees	00000				
CHRB /CARF/Impact Fees Other (Explain)	65915				
	1				
Other (Explain)	65915				
Other (Explain) Prior Year Expenditure Adjustment	65915 80005				_
Other (Explain) Prior Year Expenditure Adjustment	65915 80005	0	0	0	0
Other (Explain) Prior Year Expenditure Adjustment Cash Over/Under	65915 80005 85005	0	O	0	0

										SW-2
									Sacrame	Sacramento County Fair
			PA	PART TIME (PI)	PART	PART TIME (119 day)				
		FULL TIME		WITH		WITHOUT	Ü	CONTRACT		TOTALS
				BENEFITS		BENEFITS				
	#	AMOUNT	*	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT
									0	0
Satellite Facility Supervisor									0	0
Asst. Satellite Facility Supervisor									0	ο
Satellite Facility Adm./Prog. Clerks									0	o
Satellite Facility Janitors									0	0
Satellite Facility Security Guards									0	0
Satellite Facility Parking Attendant				-					0	0
Publicity and Marketing									0	0
Operations									0	0
Overtime									0	0
Other (List)									0	0
									0	0
									0	0
									O	0
-									0	0
									O	0
Sub-Total Labor Only		0		0		0		0	2002	0
Employee Benefits									0	0
TOTAL SATELLITE WAGERING LABOR	0	0		0 0		0 0	0	0	0	0

	Acct.	Actual	Budgeted	Estimated	Proposed
	No.	2019	2020	2020	2121
MOTORIZED RACING REVENUES:		2010		1 2020	
Admissions		Ţ			
Concessions	-				
Parking					
Sponsorships (List)					
Advertising Sales					
Reimbursements				a n t	
Prior Year Revenue Adjustment		1			
Other (List)					
Carry (Carry					
TOTAL (Carries to Page 4)	46109	0	0	0	0
Labor Costs					0
MOTORIZED RACING EXPENDITURES:	Τ				0
Supplies & Expense					
Publicity and Marketing					
Attendance					
Miscellaneous					
Prizes					
Leases and /or Rentals					
Fuel & Utilities					
Prior Year Expenditure Adjustment					
Cash over/under					
Other (List)				·-	
TOTAL (Carries to Page 9)	66109	0	0	0	0
		- Charles and the second		a chianna a sa hacaran a chianna a c	
NET EFFECT		0	0	0	0
		ı			1
Number of Racing Days					

			PART TIME	TIME	PART TIME	TIME				
	딦	FULL TIME	WITH	 E	WITHOUT	TUC	CONTRACT	RACT	TOTALS	LS ST
			BENEFITS	FITS	BENEFITS	FITS				
	#	TNUOMA	#	AMOUNT	*	AMOUNT	#	AMOUNT	*	AMOUNT
									0	0
						-			0	0
									0	0
									0	0
									0	0
									0	0
									0	0
									0	0
									0	0
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									0	0
									0	0
									0	0
									0	0
TOTAL MOTORIZED RACING	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00

Pade 1	P	а	a	е	1
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Sacramento County Fair Fair Name Sacramento 52nd DAA Fair Code Location

THE STATIONS OPERATING FUND	Poforonco	Account Number(s)	Jan 1 to Dec 31, 2020
STATEMENT OF OPERATIONS - OPERATING FUND	Reference	I Martiner(2)	2020
TOTAL NET RESOURCES, January 1	Duin Van	20400	\$118,723
Net Resources-Unrestricted	Prior Year	29100	\$110,723
Unrestricted Net Position-Pension	Prior Year	29400	
Net Resources-Restricted	Prior Year	29300	
Net Resources-Capital Assets, Less Related Debt	Prior Year	29000	(07.000
Prior Year Audit Adjustment(s)	Prior Year	various	(67,908)
TOTAL NET RESOURCES, JANUARY 1			50,815
RESOURCES ACQUIRED:			
Operating Revenues	from page 2	various	44,377
State (Local/Base) Allocation(s) (F&E)	to page 2	31200	
Training Allocation & Other Fiscal & Admin Assistance (F&E)	to page 2	31300	
Capital Project Reimbursement Funds	to page 2	31900	
One-time Revenue Sources	to page 2	32500	
(fire camp, sale of property, capital project audit adj)			
Contributions from Other Gov't (non-F&E) Sources	to page 2	33000	
Provide description for Other Gov't (non F&E) Contributions:	1.05.221.002.000.001		
	protection of the second		49.1605/03/2005/03/09/09/09
Other (e.g. Flex Capital)	to page 2	34000	
TOTAL RESOURCES ACQUIRED			44,377
RESOURCES APPLIED:			
Operating Expenditure	from page 2	various	226,668
Depreciation Expense	from page 2	90000	0
Pension Expense	from page 2	96000	0
OPEB Expense	from page 2	96001	0
TOTAL RESOURCES APPLIED			226,668
INCREASE/(DECREASE) IN NET RESOURCES DURING THE YEAR			(182,291)
TOTAL NET RESOURCES, December 31	from Sch 1	29100	(131,477)
Net Resources-Unrestricted	from Sch 1	29100	(131,477)
Unrestricted Net Position-Pension/OPEB	from Sch 1	29300	
Net Resources-Restricted		29300	0
Net Resources-Capital Assets, Less Related Debt	from Sch 1	∠9000	(\$131,477)
TOTAL NET RESOURCES, DECEMBER 31	:		(\$151,477
Unrestricted Reserve Percentage	TALLER MALERIAN AND THE STREET	1/ A A A A A A A A A A A A A A A A A A A	-58.00%
CEO's Signature Date		2020 Fair Ti	heme
CEO'S digitature		2020 I dil 1	ileirie

Fair Name: Sacramento County Fair Fair Code:	52nd DAA		Page
		Account	Jan 1 to Dec 31,
SUMMARY OF OPERATIONS	Reference	Number	2020
OPERATING REVENUES:			
Admissions to Grounds		41000	\$0
Industrial and Commercial Space		41500	_1,73
Carnivals		42100	
Concessions		42200	60
Exhibits		43000	19,71
Horse Show		44000	
Horse Racing (Fairtime Pari-Mutuel)		45000	
Horse Racing (Satellite Wagering)		45005	
Fair Attractions		46000	
Motorized Racing		46109	
Interim Attractions		46009	[
Miscellaneous Fair		47000	84
Miscellaneous Non-Fair Programs		47005	
Interim Revenue		48000	
Prior Year Revenue Adjustment	-	49000	1
Other Operating Revenue		49500	21,490
TOTAL OPERATING REVENUES	to page 1		44,37
TOTAL OF LIVE THOUSE	to page :		,
OPERATING EXPENDITURES:			~
Administration	-	50000	195,564
Maintenance & General Operations		52000	17,219
		54000	(1,1,2,1
Publicity		56000	(
Attendance Operations		57000	(
Miscellaneous Fair		57005	(
Miscellaneous Non-Fair Programs			(
Premiums (For Exhibit programs only)		58000	885
<u>Exhibits</u>		63000	
Horse Show		64000	(
Horse Races (Fairtime Part-Mutuel)	-	65000	(
Horse Races (Satellite Wagering)		65005	(
Fair Entertainment Expense		66000	13,000
Motorized Racing		66109	(
Interim Entertainment Expense	-	66009	(
Equipment (Funded by Fair)		72300	(
Prior Year Expense Adjustment		80000	(
Cash (over/under)		85000	(
Other Operating Expense		94000	
TOTAL OPERATING EXPENDITURES	to page 1		226,668
THE PROPERTY OF THE PROPERTY O			(6492.904)
NET OPERATING PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB	to page 1 &		(\$182,291)
Depreciation Expense	sch 7	90000	
Pension Expense	to page 1	96000	
OPEB Expense	to page 1	96001	
NET OPERATING PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB			(\$182,291)
State (Local/Base) Allocation	from page 1	31200	0
Training Allocation & Other Fiscal & Admin Assistance (F&E)	from page 1	31300	0
Capital Project Reimbursements	from page 1	31900	C
Other Funds (e.g. County, Supplemental, Fiscal Ass't)	from page 1	Various	
NET PROFIT!(LOSS) BEFORE DEPRECIATION, PENSION, OPEB	, ,	-	(\$182,291)
PROFIT MARGIN RATIO BEFORE DEPRECIATION, PENSION, OPEB			-411%
NET PROFIT!(LOSS) AFTER DEPRECIATION, PENSION, OPEB	1		(\$182,291)
PROFIT MARGIN RATIO AFTER DEPRECIATION, PENSION, OPEB	 		-411%

Fair Name: Sacramento County Fair Fair Cod	e: 52nd DAA		Schedule
STATEMENT OF FINANCIAL CONDITION	Account Number(s)		Dec 31, 2020
ASSETS	7,1000411		
Cash-Unrestricted	11100-11800 *	\$372,256	
Cash-Restricted	11000	544,544	
Total Cash	11000	7777	916,80
and the state of t	13100-13300		540
Accounts Receivable, Net of Allowance for Doubtful Accounts	14300		10,000
Deferred Charges		Balling and Committee	10,00
Other Assets	14100, 14700-16200		
Property, Plant & Equipment:	40000		
Construction in Progress	19000		
Land	19100		
Buildings & Improvements	19200	76,731	
Less Accumulated Depreciation-Buildings & Improvements **	19201	(76,731)	
Equipment	19300	9,726	
Less Accumulated Depreciation-Equipment **	19301	(9,726)	
Leasehold Improvements	19400		
Less Accumulated Depreciation-Leasehold Improvements **	19401		
Total Property, Plant & Equipment			86,457
Total Accumulated Depreciation			(86,45)
Net Property, Plant & Equipment			((
ntangibles:			
Computer Software, Land Use Rights, Patents, Copyrights, Trademarks, etc.	19500		
Less Accumulated Amortization **	19501		u spere apropriation
Non-Amortizable Intangible Assets	19600		
	13000		(
Net Intangibles			\$927,341
Total Assets			ψυZ1,υ 4 1
DEFERRED OUTFLOWS OF RESOURCES	40000		
Deferred Outflows of Resources - Pension	16000		
Deferred Outflows of Resources - OPEB	16001		
Total Deferred Outflows of Resources			0
Total Assets & Deferred Outflow of Resources			\$927,341
LIABILITIES			
nsurance Fees Payable	21100		
Accounts Payable	21200 & 21250		11,521
Payroll Liabilities	22100-22600		6,935
Deferred Revenue	22800		789,505
Other Liabilities	23000		
Guaranteed Deposits	24100		
Compensated Absences Liability	24500		<u> </u>
Long Term Debt (current and long-term portions)	25000		1111
· · · · · · · · · · · · · · · · · · ·	26000		
Net Pension Liability	26001	to the last and drawer of their	
Net OPEB Liability	20001		\$807,961
Total Liabilities	+	Section 1 Sectio	1 061 1006
DEFERRED INFLOWS OF RESOURCES	0,000		
Deferred Inflows of Resources - Pension	25600	<u> </u>	
Deferred Inflows of Resources - OPEB	25601		
Total Deferred Inflows of Resources			
Total Liabilities & Deferred Inflow of Resources		1	\$807,961
NET RESOURCES			
Junior Livestock Auction Reserve	25100		250,857
Total Net Resources (without JLA Reserve):	110-00		
Net Resources-Unrestricted	29100	(131,477)	
Unrestricted Net Position-Pension/OPEB	29400	(,,,,,,,,	
Net Resources-Restricted	29300		
The state of the s	29000		
Net Resources-Capital Assets, Less Related Debt	Z 3000		/0404 /77
Total Net Resources (without JLA Reserve):			(\$131,477
Total Net Resources			\$119,380
Total Liabilities & Net Resources & Deferred Inflow of Resources			\$927,341
Pebt ratio (total liabilities/total assets)	•		87%
atio of Leave Liability Covered by Cash***			#DIV/0!
ebt-to-equity ratio (total liabilities/total net resources)			677

^{*} If restricted funds are included in cash accounts #11100 through #11800, these funds must be disclosed in a footnote to this report.

^{**} Accumulated depreciation and accumulated amortization should be entered in this form as negative amounts.
*** If number is under 1.0, the Fair has insufficient funds to fully payout leave.

Fair Code

FY 2019/2020 General Allocation

This schedule is only required by Class I-X to IV+ fairs that received FY 2019/2020 general allocation funds during calendar year 2020.

Description	Amount
Administration Expenses (travel, audit, office supplies, training)	
Capital Improvements (building improvements, land improvements, new construction)	
Fair Event Expenses (advertising, attendance supplies, exhibit supplies)	
Horse Racing Expenses (supplies)	
Large Equipment (vehicles, forklifts, tractors)	
Long-Term Debt (payoff/down loans)	
Maintenance & General Operations Expenses (payroll, training, utilities, supplies and	
equipment)	
Premium Expenses (awards, ribbons, trophies)	
Satellite Wagering Facility Expenses (supplies)	
Other (please specify)	
Total General Allocation Spent in 2020	\$0
Total General Allocation Received in 2020	\$0
Remaining Unspent FY 19/20 General Allocation	\$0

52nd DAA Schedule 3

Fair Name

Fair Code

FY 2019/2020 Training Allocation

This schedule is only required by Class I-X to IV+ fairs that received training reimbursement(s) during calendar year 2020.

	Amount
Board of Director Training	
Event Sales & Management Symposium	
Fair Regional Training	
Fall Managers Conference	
Maintenance Mania	
New Fair CEO Orientation	
State Required trainings	
Strategic Planning	
Western Fairs Association Annual Convention	
Other (please specify)	
Total Training Allocation Spent in 2020	\$0
Total Training Allocation Received in 2020	\$0
Remaining Unspent FY 19/20 Training Allocation	\$0

Fair Name

Fair Code

2020 FAIR STATISTICS

	Price per	Number of	
GROUNDS ADMISSIONS	Ticket	Tickets	Amount
PAID ADMISSIONS:			
Gate Admissions			\$0
			0
			0
			0
			0
Discounted Admissions			0
Season Passes			0
Senior Citizens			0 !
Exhibitor Passes			0
Livestock Passes			0
TOTAL PAID ADMISS	IONS	0	\$0
FREE ADMISSIONS:			
Courtesy Pass Admissions			
Credential Admissions			
Children under 12 Admitted Free		-	
Military Personnel in Uniform Adm	itted Free		Section of Police
Children under 6 Admitted Free			
TOTAL FREE ADMISS		0	60
TOTAL ADMISSIONS TO FAIRGROUNDS (0	\$0
Cash over/under (Account 85000)	 		\$0

Courtesy Pass Admissions as Percent of Prior Year Gross Paid Admissions (Not to exceed 4% per Food and Ag Code Section 3026)

Courtesy pass admissions - current year

Total number of paid admissions - prior year

Percent

0 0 #DIV/0I

PARKING REVENUE	NUMBER	PRICE	TOTAL REVENUE	% PAID TO
Fairtime (Account 47100)			\$0	
Tailline (Hoodan 17 100)			0	
			0	
	1		0	
			0	
			0	
			00	
TOTAL Account 47100	0		\$0	CONTRACTOR STATES OF THE STATES

Sacramento County Fair	52nd DAA	Schedule 6
Fair Name	Fair Code	
Perr	nanent Positions on Payroll for 2020	
Total # of Permanent Positions (see below)		

Expenditure Classification	Total	Pay Rate	8	Total Pe	er Account	
	Number of				Account	Compensate
Civil Service Class Title	Months	Amount	Per	Acct No.	Totals	Leave Liabili
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						TOTAL

Permanent positions must include all permanent full & part-time employees (only employees receiving medical benefits). Please include permanent intermittents.

Do NOT include seasonals or 119 day employees.

Please provide the breakdown of permanent full and part-time employees and permanent intermittents.

This data is required for the full year, not year-end figures. However, please avoid double-counting the same position.

E.g. A position that is filled throughout the year by 2 individuals should be counted as one permanent position.

52nd DAA Fair Code

PROPERTY, PLANT & EQUIPMENT ACQUISITIONS & DISPOSITIONS	Reference	Jan 1 to Dec 31,	Jan 1 to Dec 31,
		2020	2020
PROPERTY, PLANT & EQUIPMENT, January 1:	Prior Year		\$86,457
ACQUISITIONS OF FIXED ASSETS:			
Land			
Buildings & Improvements:			
Major Maintenance Projects (MMP)			
ADA Projects			CONTRACTOR STATE
Building Improvements			
Land Improvements			5 (0) 100 (0) (0) (0) (0) (0) (0) (0)
Leasehold Improvements			
New Construction			proposition and the second
Construction in Progress			
Net Buildings & Improvements			0
Equipment			
Other Fixed Assets			
Other (provide description):			
TOTAL ACQUISITIONS OF FIXED ASSETS			0
TO ME TO GO TO THE TO T			
DISPOSITIONS OF FIXED ASSETS (Salvaged, Sold, etc.):			
Land			
Buildings & Improvements			a satur
Equipment		19702503-25-01-01-00	
Other Fixed Assets			
Other (provide description):			
TOTAL DISPOSITIONS OF FIXED ASSETS			0
PROPERTY, PLANT & EQUIPMENT, December 31			86,457
		SEASTERN PROPERTY.	
DEPRECIATION:			
Accumulated Depreciation, January 1	Prior Year		86,457
Less: A/D on Dispositions of Fixed Assets above			
Less/Add: Prior Year Audit Adjustment			
Add: Annual Depreciation Expense	from page 2		
ACCUMULATED DEPRECIATION, December 31			86,457
PROPERTY, PLANT & EQUIPMENT, NET OF DEPRECIATION, December 31			(0)
DEBT (ASSOCIATED WITH FIXED ASSETS)			
NET RESOURCES-CAPITAL ASSETS (less related debt), DECEMBER 31:	To Sch 1		(\$0)

Fair Name

Fair Code

Employer's Share of Contributions towards Pension Plan

This schedule is only required by DAAs.

Monthly Employer's Contribution (July 1, 2019 - December 31, 2020)

Month:	Contributions
Jul-19	0.00
Aug-19	0.00
Sep-19	0.00
Oct-19	0.00
Nov-19	0.00
Dec-19	0.00
Jan-20	0.00
Feb-20	0.00
Mar-20	0.00
Apr-20	0.00
May-20	0.00
Jun-20	0.00
Jul-20	0.00
Aug-20	0.00
Sep-20	0.00
Oct-20	0.00
Nov-20	0.00
, Dec-20	0.00
TOTAL	0.00

STATEMENT OF OPERATIONS - JUNIOR LIVESTOCK AUCTION

	Account	Jan 1 to Dec 31,
DETAIL	Number	2020
RESOURCES, January 1:	25100	248,062
AUCTION REVENUES:		
Percentage from Auction Sales	47610	41,114
Sponsorships	47620	-500
Advertising Sales	47630	1 000
Reimbursements	47640	
Prior Year Revenue Adjustment	47650	
Other (List)	47660	70
TOTAL REVENUES	47600	40,684
TOTAL NEVENOLS	47000	40,004
AUCTION EXPENDITURES:		
Jr. Livestock BBQ, lunch, dinner, etc.	57620	352
Labor Costs	57630	5,762
Supplies & Expense	57640	23,978
Publicity and Marketing	57650	449
Leases and /or Rentals	57660	
Fuel & Utilities	57670	
Prior Year Expenditure Adjustment	57680	461
Other (List)	57690	6,888
TOTAL EXPENDITURES	57600	37,889
NET JLA INCOME		2,795
RESOURCES, December 31:	25100	250,857
INFORMATION ONLY:		
Payment from Buyers / Payment to Sellers		
(Excluding the percentage retained to offset the expenses)	25200	
Percentage Retained by Fair/Committee		%

TOTALS

52nd	DAA
Fair C	aho'

FEDERAL LABOR STANDARD ACT (FLSA) RECREATIONAL EXEMPTION

<u>Do NOT include State Funding.</u>
<u>This schedule is only required by DAAs.</u>

Method of determining applicability of recreational exemption:

2020 Monthly Cash Receipts

Month	Cash Receipts
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
TOTAL	0

Lowest six months	Highest six months
#NUM!	#NUM!
#NUM!	#NUM!
#NUM!	#NUM!
#NUM!	#NUMI
#NUM!	#NUM!
#NUM!	#NUM!
#NUM!	#NUM!

Lowest six months/highest six months:	#NUM!
LOWCOL ON MOTATION IN THE COLUMN TO THE COLU	

If the lowest six months divided by the highest six months is greater than 33.3%, your exemption is lost for 2021.

Overtime should be paid to temporary employees accordingly.



Sacramento County Fair 2021 Financial Services Fees

Non Flexnet Contract Fees	2021
Monthly User Fee (1 user):	\$20
Timeshare on Server per month	\$85
Timeshare on out of partitions.	
Current Module & Monthly Fees:	
General Ledger	\$30
Accounts Receivable	\$30
Bank Reconciliation	\$20
Accounts Payable	\$30
Payroll Printing	\$0
Monthly Flexnet Fees: Annual Flexnet Fees:	\$215 N/A \$2 ,580 N/A
Non Accountnet Contract Fees	
Base Hourly Rate (Non Contract Member) \$85/hr	2021 \$85/hr
Paynet Contract Fees	2021
Annual Base Fee \$200/month (includes 2 payroll runs/month)	\$2,400
# of Payroll transactions per month at \$4.00	4.00 *
\$0.10 charge for blank/printed check	0.00 **
Fee based on additional payroll runs/per occurance	\$50.00
*This is based on # of payroll transactions processed each month. **If CFSA prints the checks.	0 11 .00
AN AKON	2-14-202

By signing you acknowledge and accept the financial services rates, as presented for 2021 and agree to continue these services.

Signature

^{*} A revised contract will follow for your signature.

Profile | Logout



Dashboard

Your application is under review by our

team. We will reach out with any questions we may have. There is no

action needed at this time.

Loan Overview



ESTIMATED LOAN AMOUNT

Your Loan

\$13,150

APPLICATION STARTED

APPLICATION NUMBER

1/12/2021

5359922

Contact us

Partner Permission

You were referred to SmartBiz by Sbalenders - one of our partners. Please check the box below if you would like to give Sbalenders permission to access and help you complete your \$13,150 application for District Ag Association dba Agricultural District 52, if you want to remove permissions, please uncheck the box.

By clicking this checkbox, you authorize sbalenders and its designated employees to act, view, and edit this SmartBiz SBA loan application, including: allowing them to give permission on your behalf to obtain information from your (and all other guarantors in this application) personal credit report(s), and information from credit bureaus and other third parties.

We use cookies to improve our website experience. By clicking on 'Allow', you agree that cookies can be placed. You can view our privacy policy and terms of service for more details.

Allow

Y

Support the Sacramento County "Fair of the Future"



Rollin' Smoke Smothered Pork Ribs

BBQ DINNER FOR 4

You will be contacted with a convenient pickup location near you!

March 27, 2021 . Sacramento County

Order deadline March 18th https://march27dinner.eventbrite.com

Dinner for 4 includes:

Smoked BBQ Pork Ribs, Homestyle Mac & Cheese, Ranch Beans, Salad, Rolls, and Cookies \$65.00 for a dinner of 4
All dinners come with heating instructions



Tickets ONLY available at Eventbrite.com

When purchasing your dinner, you may choose a specific club or chapter to receive credit. The #1 selling 4-H and FFA club will have 1st choice of livestock barn space at the 2021 Livestock Grading & Husbandry Expo. All proceeds from the dinner go to the Sacramento County Ag Foundation for the future of a privately funded & operated expo event center.



Dinners will be available for pickup by 5pm at a centralized location. We will notify you as to your closest pickup location. Please make sure to include a current cell number & current email, along with club credit, when ordering tickets on Eventbrite. For additional info, call Pam at 916-263-2975

All proceeds benefit the Sacramento County AG FOUNDATION (SCAF) which is a non-profit, tax-exempt charitable organization under section 501(c)3 of the IRS. Donations are tax-deductible, EIN #453942881 has been issued by the IRS for fundraising purposes.

Special Thanks to:



PA

	\$UBP-0.10	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brian Beecher, Esq. (SBN 239486); David J. Ebenhack (SBN 282526) The Law Offices of Arash Khorsandi PC 2960 Wilshire Boulevard, Los Angeles CA 90010	FOR COURT USE ONLY	
TELEPHONE NO.: (310)-277-7529 FAX NO. (Optional): (310)-388-8442 E-MAIL ADDRESS (Optional): david@arashlaw.com ATTORNEY FOR (Name): Plaintiff David Cruz Abundio		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 Ninth Street, Room 102 MAILING ADDRESS: CITY AND ZIP CODE: Sacramaento, CA 95814-1380 BRANCH NAME:		
PLAINTIFF/ PETITIONER: Cruz Abundio, Davkl, et al.		
DEFENDANT/ RESPONDENT: State of California, et al.	CASE NUMBER:	
DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS	34-2018-00246785	
THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone in Cust. of Records: 52nd DAA Sacramento County Fair, 1600 Exposition Boulevard, Sacram 1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item		
To (name of deposition officer): On-Call Legal	·	
On (date): March 15, 2021 At (time): 10:00 a.n	1.	
Location (address): 1875 Century Park East, Suite H, Los Angeles, California 90067		
Do not release the requested records to the deposition officer prior to the	ne date and time stated above.	
a. x by delivering a true, legible, and durable copy of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.		
b. by delivering a true, legible, and durable copy of the business records descrived witness's address, on receipt of payment in cash or by check of the reasonable determined under Evidence Code section 1563(b).	de costs of preparing the copy, ac	
c. by making the original business records described in item 3 available for instattorney's representative and permitting copying at your business address ubusiness hours.	idel feasonable conditions daming normal	
 The records are to be produced by the date and time shown in item 1 (but not sooner to deposition subpoena, or 15 days after service, whichever date is later). Reasonable co available or copying them, and postage, if any, are recoverable as set forth in Evidence accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence. 	o Code section 1563(b). The records shall be dence Code section 1561.	
 The records to be produced are described as follows (if electronically stored information forms in which each type of information is to be produced may be specified): Any and all records as described in Attachment 3 	n is dèmanded, the form or	
 X Continued on Attachment 3. 4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS. 		
DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THI FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTIN	S COURT. YOU WILL ALSO BE LIABLE G FROM YOUR FAILURE TO OBEY.	
Date Issued: February 22, 2021		
David J. Ebenhack, Esq.	(SIGNATURE OF PERSON ISSUING SUBPOENA)	
(TYPE OR PRINT NAME) Attorney for		
(Proof of service on reverse)	Page 1 of 2 Code of Civil Procedure, \$5 2020,410-2020,440	

SUBP-01

PLAINTIFF/PETITIONER:	Cruz Abundio, David, et al.	CASE NUMBER: 34-2018-00246785
DEFENDANT/RESPONDENT:	State of California, et al.	 04 20 10 002 10 10

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR

	PRODUCTION OF BU	SINESS RECORDS
1.	I served this Deposition Subpoena for Production of Business Reas follows:	cords by personally delivering a copy to the person served
	a. Person served (name):b. Address where served:	
	c. Date of delivery: d. Time of delivery: e. (1) Witness fees were paid. Amount:	
	 a. Not a registered California process server. b. California sheriff or marshal. c. Registered California process server. d. Employee or independent contractor of a registered California process server. e. Exempt from registration under Business and Profession Interest Procession Interest Proces	ns Code section 22350(b). ns Code section 22451.
Ca	declare under penalty of perjury under the laws of the State of alifornia that the foregoing is true and correct.	(For California sheriff or marshal use only) I certify that the foregoing is true and correct. Date:
	ate:	<u> </u>
	(SIGNATURE)	(SIGNATURE)
	·	

W	G-1	02!
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\	
	CASE NUMBER:
SHORT TITLE:	24 2010 00246705
CRUZ v. STATE OF CALIFORNIA, et al.	34-2018-00246785
CIOZ II DIII Z	

ATTACHMENT (Number): Three

(This Attachment may be used with any Judicial Council form.)

DEFINITIONS

The term "DOCUMENTS" shall mean and refer to any writings as it is defined in California Evidence Code § 250, and includes the original or a copy of the handwriting, typewriting, printing, photostating, videotape, and every other means of recording upon any tangible thing, and form of communicating and representation, including letters, words, pictures, sounds or symbols or combination of them.

The terms "YOU" and "YOUR" shall mean and refer to the Agricultural District for YOUR respective County.

DOCUMENTS TO BE PRODUCED

- 1.) Any and all DOCUMENT(S) in YOUR custody, possession, or control, and that relate to, refer to, make mention of, and/or constitute YOUR golf cart policy at any Fairs operated by YOU in 2018.
- 2.) Any and all DOCUMENT(S) in YOUR custody, possession, or control, and that relate to, refer to, and/or make mention of YOUR policies for Golf cart/motorized vehicle use, safety and/or training during 2010 2018.

(If the item that this Attachment concems is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1
(Add pages as required)

PROOF OF SERVICE

1	I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 2960 Wilshire Blvd., Third Floor, Los Angeles, California 90010.
2	
3	·
4	DEPOSTION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS
5	on the interested party(ies) in this action by placing a true and correct copy of document(s) in a sealed envelope addressed as follows:
6	Wendy Skillman, Esq.
7	James Sell, Esq.
8	Timothy Smyth, Esq. TYSON & MENDES
9	371 Bel Marin Keys Blvd., Suite 100 Novato, CA 94949
10	Tel: 628-253-5070
	E: wskillman@tysonmendes.com
11	<u>E: KColfier@TysonMendes.com</u> TSmyth@TysonMendes.com
12	isell@tysonmendes.com
13	Attorneys for Defendant, PROFESSIONAL EVENT SERVICES, INC., JOHN MEEK; and STATE OF CA BY AND THROUGH THE 36 TH DISTRICT AGRICULTURAL ASSOCIATION AKA
14	"DIXON MAY FAIR"
15	() [OVERNIGHT DELIVERY] Via Federal Express or similar overnight courier service,
16	by depositing in a box or other facility regularly maintained by such overnight delivery service, or delivering such envelope to a courier or driver authorized by said overnight delivery service to receive documents, in an envelope designated by said overnight
17	delivery service with delivery fees paid or provided for, addressed to the address last shown by that person on any documents filed in this action.
18	(X) [U.S. MAIL] I am readily familiar with the business practice for collection and
19	processing of correspondence for mailing with the United States Postal Service. I know that the correspondence is deposited with the United States Postal Service on the same
20	day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and
21	mailing on this date, following ordinary business practices in the United States mailed at Los Angeles, California.
22	(X) [ELECTRONIC MAIL] Via electronic mail, I caused the above-referenced
23	document(s) to be transmitted to the address listed below.
24	Executed on February 22, 2021, at Los Angeles, California.
25	(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
26	
27	YAMÎLET ESCOBAR

28

Class Action Research & Litigation
P.O. Box 740
Penryn, CA 95663
916-663-2562

U.S. Bank National Association 2360 Grass Valley Highway Aubum, CA 95603 90-2267/1211 50-2267/1211

40476

MEMO

216241

ĢΛ.	U-03 (Rey,9/2020) GRANT AGREEMEN	Ť	AGREEMENT NUMBER		
	SIGNATURE PAGE		20-0890-000-SO		
1.	This Agreement is entered into between the State Agency and the Recipient named below: STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)				
	RECIPIENT'S NAME 52ND DISTRICT AGRICULTURAL ASSOCIA	TION SACRAMENTO COUN	TY FAIR		
2.	The Agreement Term is: October 15, 2020 through	June 30, 2021	<u> Anna de la companya</u>		
3.	The maximum amount of this Agreement is: \$22,	140.00	·		
4.	The parties agree to comply with the terms and con- reference made a part of the Agreement:	ditions of the following exhibits a	and attachments which are by t		
	Exhibit A: Recipient and Project Information		1 Page		
	Exhibit B: General Terms and Conditions		3 Page(s)		
	Exhibit C: Payment and Budget Provisions		1 Page		
	Attachments: Scope of Work and Budget				
N N	/ITNESS WHEREOF, this Agreement has been executed	I by the parties hereto. ECIPIENT			
REG 52N	PIENT'S/NAME (Organization's Name) D DISTIRIOT AGRICULTURAL ASSOCIATION SACE		The second of the second of the second of the second of the second of the second of the second of the second of		
3Y (/	Autiphoje (Niggalure)	DATE SIGNED (Do not lype)	<u> </u>		
න /		11/17/2020			
RK	TED NAME AND TITLE OF PERSON SIGNING	7			
	amiera Tyoch, Le				
1600	Exposition Boulevard, Sacramento, CA 95815		No. 1 Control of the		
·	STATE O	F CALIFORNIA			
	ICY NAME LIFORNIA DEPARTMENT OF FOOD AND AGR	ICULTURE (CDFA)			
	ulhorized Signature)	DATE SIGNED (Do not type)			
<u> </u>	Clystas Muyers	11/24/2020			
RIN CRY	TED NAME AND TITLE OF PERSON SIGNING STAL MYERS, BRANCH CHIEF, OFFICE OF GRAN	TS ADMINISTRATION			
	REŚS				
	N STREET, ROOM 120 RAMENTO, CA 95814		LB		

California Department of Food and Agriculture Fairs & Expositions California Network of Fairs 2020-2021 Fair Funding

Scope of Work

A. Availability of Funds

The California Department of Food and Agriculture (CDFA) has \$9.29 million AB 1499 (New Fair Funds) dollars for local assistance to state-designated Fairs within the Network of California Fairs of all class sizes for general operational support. A state-designated fair must first apply to the Fairs & Expositions Branch (F&E) to become a qualified fair. F&E will disburse these funds to all qualified fairs regardless of class size

This funding is made available for general operational support to qualified fairs that continue to operate during the 2020 COVID-19 pandemic and continue to serve their local communities. Allocations may be used for:

- Administration and Emergency Expenses (i.e., office supplies, emergency supplies and implements related to emergencies such as evacuations or the COVID 19 pandemic)
- Maintenance & General Operations Expenses (i.e., payroll, training, utilities, supplies and equipment)
- Long-Term Debt (payoff/paydown loans)
- Payment to state agencies for premiums owed (i.e., auto insurance; pension/health premiums; Attorney General's Office services)

Background

California's Fairgrounds are an important part of California's economy and play a major role in the economies of the communities and counties where they are located. Beyond the annual fair event, fairgrounds operate 365 days per year hosting thousands of events from large trade shows to small family celebrations.

Fairgrounds are perceived primarily as sites for annual fairs and some other well- known seasonal venues such as entertainment and competitions including horse racing, car racing, concerts, rodeos. However, Fairgrounds also tend to the needs

of their communities during the pandemic by serving as standup hospitals, housing at risk people, test sites, storage and distribution site for PPE. All by remaining on standby to also assist with other emergencies that may affect California, such as flooding, wildfires, earthquakes, and heatwaves. California fairground locations are critical sites for staging operation command posts for first responders (i.e. Cal-Fire, Local Operations of Emergency Service, Red Cross).

Purpose & Authority

Any New Fair Funding general operational support granted by CDFA is subject to the following requirements per the Business and Professions Code (BPC) section 19620.15 and CDFA's audit authority under BPC section 19620. BPC section 19620.15 (h)(3)(C) is suspended while the Governor's Proclamation of the COVID-19 Emergency is in effect, pursuant to Executive Order N-40-20 (March 30, 2020).

B. Responsibilities of Parties

Prerequisites: Apply for and Attain Qualified Fair Status prior to Applying to receive New Fair Funds

Please, see Circular Letter <u>F2020-07</u> released on April 6, 2020 for information on how to become a qualified fair. Documents contained in application that needs to be approved by Board of Directors and submitted to F&E by **November 30, 2020** to become a qualified fair:

- Board Resolution
- Memorandum of Understanding
- Required Employee Work Conditions Policy
- Contracting Policies and Procedures

Under this Agreement the Qualified Fair shall:

- Expend the funds for general operations only. Permissible uses include essential expenses such as payroll, utility bills, loan obligations, supplies and implements related to emergencies such as evacuations or the COVID 19 pandemic.
- 2. Provide and enforce required Employee Work Conditions
 - a. Pursuant to BPC section 19602.15 it requires lessees on fairgrounds to provide, without interruption through at least June 30, 2021, the following

conditions to all non-management employees (unless exempt as provided below in Section 3:

- b. A meal period of not less than 30 minutes for a work period of more than five hours per day, unless the work period per day of the employee is less than six hours and the meal period is waived by mutual consent of both the employer and the employee.
- c. A second meal period of not less than 30 minutes for a work period of more than 10 hours per day, unless the work period per day of the employee is less than 12 hours, the second meal period is waived by mutual consent of both the employer and the employee, and the first meal period was not waived.
- d. Compensation at the rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday, any work in excess of 40 hours in any one workweek, and the first eight hours worked on the seventh day of work in any one workweek.
- e. Compensation at the rate of no less than twice the regular rate of pay for any work in excess of 12 hours in one day.
- f. Compensation at the rate of no less than twice the regular rate of pay for any work in excess of eight hours on any seventh day of a work week.
- 3. Exempt the following from the work conditions:
 - a. Full-time carnival ride operators
 - b. Employees covered by a valid collective bargaining agreement if that agreement expressly provides for all of the following: (1) Wages, hours of work, and working conditions of the employees; (2) Meal periods for the employees, including final and binding arbitration of disputes concerning application of its meal period provisions; (3) Premium wage rates for all overtime hours worked, and a regular hourly rate of pay not less than 30 percent more that the state minimum wage.
- 4. Follow Contracting Policies and Procedures

Pursuant to BPC section 19602.15 the fair shall maintain, through at least June 30, 2021, contracting policies and procedures that require the Fair and all lessees provide the required work conditions to its non-management employees. Notice of the work conditions shall be provided to all non-management employees that qualify for the benefits and attached to all applicable leases.

5. Leases that grant exclusive and continuous occupancy for a period of one-

year or longer shall include the following provisions:

- a. [Lessee] shall provide to all non-management employees the working conditions, or greater. Failure to provide the working conditions shall be considered a material breach.
- b. "[Lessee] acknowledges that the [Fair] is a state designated fair under the oversight of the California Department of Food and Agriculture (CDFA) which conducts periodic audits for the purpose of ensuring compliance with state law and policy. Upon written request and with reasonable notice, Lessee shall make records available to the CDFA Audit Office for examination in order to confirm compliance with the required working conditions policy adopted by fair. Records may include but are not limited to, payroll and time keeping records of nonmanagement employees."
- c. "Lessee shall notify [Fair] within 15 business days of receiving notice of any complaint made by a non-management employee or finding of a violation by a labor or personnel authority, based on the required working conditions policy adopted by fair.
- d. "Upon a finding that Lessee falled to comply with the required work conditions, Lessee shall provide [Fair] with written assurance within thirty (30) days of the finding that the breach will be cured before the [Fair] may terminate this lease as provided herein."
- 6. All existing leases shall be amended in writing and signed by the parties to include the required contract provisions and policy.
- 7. Upon the CDFA audit office's request, the fair shall make available all records necessary to conduct an audit. During an audit, the fair shall assist CDFA in requesting that the lessee make available its records for examination pursuant to the lease.
- 8. Inform CDFA in writing within 15 business days of receiving notice of either of the following:
 - a. Any complaint or finding of a violation for the fair's failure to provide the required work conditions to a non-management employee; or
 - b. A final ruling issued by a relevant labor or personnel authority that determines the fair or a lessee did not provide its non-management employees the required work conditions.

- Keep in place and effect employee and contracting policies and procedures applicable to qualified fairs until at least June 30, 2021.
- 10. Be in compliance with all labor laws and current with the Department's audit reporting requirement.

C. Responsibilities of CDFA

1. Administration of Agreement

- a. Review New Fair Funds application submitted by fair to confirm the applicant has met all requirements to be a qualified fair. Determine whether to approve requests.
- b. Be responsible for maintaining this Agreement and process payment once the fair responsibilities are completed.
- Communicate with relevant state and public agencies to ensure District Agricultural Associations are remaining current on obligations owed.
- d. At its sole discretion, perform a fiscal or compliance audit, including an audit to ensure compliance with work conditions and contract requirements as outlined in BPC section 19620.15.

2. Enforcement of Compliance with Work Conditions

Upon finding a violation of the required work conditions or associated contract policies, the following procedure shall apply:

- a. CDFA shall provide written notice of the violation to the fair within 15 days of discovering or receiving notice of the violation.
- b. The fair shall respond to CDFA in writing by describing any actions the fair has taken or intends to take to remedy the violation. The fair's response shall be submitted to CDFA no later than 60 days after the date of the CDFA's notice and monthly thereafter until final resolution has been achieved.
- c. CDFA may not terminate the fair's qualified status if written confirmation of resolution or identifiable course of action is provided by the 60-day deadline and the resolution or course of remedial action is accepted by the CDFA in writing.
- d. For the first and second violation within the preceding three State fiscal years:

- e. If the fair fails to respond or refuses to correct the violation or the course of remedial action is unacceptable to the Department, the Department shall terminate the qualified fair status until the fair reapplies to become a qualified fair and has proven compliance for the duration of a State fiscal year.
- f. If the violation is corrected and the remedial action is accepted by CDFA in writing, CDFA may dismiss the violation.
- g. For the third violation within the preceding three State fiscal years: The CDFA shall terminate the fair's qualified fair status for the next State fiscal year until the fair reapplies to become a qualified fair and has proven compliance for the duration of a State fiscal year.
- h. If the fair fails to respond or refuses to correct the violation or the course of remedial action is unacceptable to CDFA, the CDFA shall terminate the fair's qualified status for the next two State fiscal years and until the fair reapplies to be a qualified fair and has proven compliance for the duration of a State fiscal year.

3. Termination of Qualified Fair Status

To terminate its status as a "qualified fair" eligible to participate in the New Fair Funds Allocation Program, the fair must submit to the CDFA approved Board meeting minutes that memorialize the decision. Unless authorized in writing by CDFA, the fair shall continue adhering to the terms and conditions as required to receive New Fair Funds. If CDFA approves (in writing) the request to end the fair's Qualified Fair Status, allocated funds or portions of the allocated funds may be withheld by CDFA. The Fair shall continue to provide to its non-management employees the required work conditions through June 30, 2021.

a. If a fair is terminated as a "qualified fair" then the Department will terminate the agreement per the terms of the agreement.

D. Request and Documentation Submittals

All New Fair Funds allocation requests shall be submitted by via email to: Joji Kume, Joji Kume@cdfa.ca.gov

BUDGET DISPLAY

1. The allocations for the Fair are as follows:

Fiscal Year	Description	Total
2020-2021	New Fair Funds Operational Allocation	\$22,140

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. Property Damage

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference

and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

16. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture Legal Hearing and Appeals Office 1220 N Street Sacramento, CA 95814

18. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

Pamela Fyock

From:

Francesconi, Mike@CDFA <mike.francesconi@cdfa.ca.gov>

Sent:

Wednesday, December 30, 2020 5:27 PM

To:

Francesconi, Mike@CDFA; Diaz, Kathy@CDFA

Cc:

Willson, Carrie@DGS; Carroll, Christopher@DGS

Subject: Attachments: Insurance Coverage Limits - Temporary Waiver
D2020-02 - Insurance Coverage Limits Final 5.18.20.pdf; sample CA fair-festival

policy.pdf

To: DAA CEOs and Board Presidents

Subject: Insurance Coverage Limits - Temporary Waiver

The purpose of this email is to provide guidance regarding a six-month temporary waiver of procurement for General Liability insurance coverage with a minimum of twenty-five million dollars (\$25,000,000) per occurrence. This six-month waiver is for the period of January 1, 2021, through June 30, 2021, and is applicable to the following District Agriculture Associations:

- 7th DAA Monterey County Fair
- 35th DAA Merced County Fair
- 40th DAA Yolo County Fair
- 52nd DAA Sacramento County Fair

This waiver will allow these four DAA's to obtain general liability insurance through the Department of General Services Office of Risk and Insurance Management (ORIM) at a minimum level of six-million dollars (\$6,000,000) per occurrence and ten-million dollars (\$10,000,000) aggregate. This temporary waiver is in response to ORIM notifying CDFA that they were not able to secure a quote for twenty-five million dollars (\$25,000,000) per occurrence of general liability insurance as outlined in Circular Letter D2020-02.

The waiver period will allow ORIM an opportunity to see if they can receive a quote for twenty-five million dollars (\$25,000,000) per occurrence of general liability insurance. If ORIM does not receive a quote by April 15, 2021, these DAA's will need to take the necessary steps to join the California Fair Service Authority (CFSA) general liability insurance pool. CFSA generally requires at least two-months to enroll a new fair into the liability insurance pool and the next fiscal year period starts on July 1, 2021. Insurance plans terminated prior to the expiration date have a short rate provision where a certain percentage or minimum premium is kept by the insurance company (see page 3 of sample fair policy). Outside of that, there should not be any penalties for early termination.

If ORIM does receive a quote that meets the CDFA minimum insurance coverage requirements, then the DAA will be able to compare annual insurance premiums and choose either ORIM or CFSA to purchase liability insurance. These DAA's are required to acquire a general liability insurance policy that meets CDFA minimum standard at the soonest available time that this is available. If this requirement is not met, then any potential allocation of funds in 2021 will be withheld. The expectation is that your fair transition as soon as possible to an insurance policy that meets CDFA standards outlined in Circular Letter D2020-02.

Sincerely,

Mike

Mike Francesconi Agriculture Program Supervisor II CDFA Fairs and Expositions Ph (916) 900-5365

mike.francesconi@cdfa.ca.gov

Colla construir of yellorit as



May 18, 2020

D2020-02

To: All DAA CEOs and Board Presidents

Subject: Insurance Coverage Limits - New Requirements

During these challenging times, protection of the fairgrounds, fair staff, and patrons is of utmost importance. This letter outlines new requirements regarding General Liability (GL) insurance coverage limits for all DAAs. The California Department of Food and Agriculture (CDFA) is responsible for providing oversight to the California Fair network, including ensuring the integrity of the Fairs and Exposition Fund (Fund). In order to limit potential impacts to the Fund from the trend of multi-million-dollar jury verdicts in public entity lawsuits, CDFA has determined the need to mandate GL insurance coverage minimums. When DAAs are underinsured the financial risk to the DAA, CDFA and the Fund is increased. The new limits must be made effective the next time each policy is renewed.

Additionally, DAAs may only obtain insurance coverage through the California Fair Services Authority (CFSA) or through the Department of General Services Office of Risk and Insurance Management (ORIM). CFSA and ORIM will make sure all insurance policies are secured from insurance companies with a high rating (i.e., a minimum AM Best rating of A-, VII) to ensure the ability of the insurance carrier to pay any claim that may result.

The following minimum GL insurance coverage limits have been identified after consultation with CFSA, ORIM and representatives from Alliant Insurance Services (insurance brokerage service used by both ORIM and CFSA).

Minimum Insurance GL Coverage Limits:

Twenty-five million (\$25,000,000) per occurrence in GL insurance, including

- a. Bodily injury and property damage (non-fair-owned property)
- b. Personal injury
- c. Public official errors and omissions (coverage must be limited to *Public Officials*; it cannot include officers of nonprofit corporations)
- d. Employment practices liability (caused by an alleged or actual wrongful act including sexual harassment, wrongful termination, and discrimination)



D2020-02 Insurance Coverage Limits May 18, 2020 Page 2

In addition, DAAs shall ensure that, if available, coverage should include the following categories of activities and events:

- 1) Disease transmission (i.e., E-Coli)
- 2) Terrorism; Athletic Events
- 3) Civil Rights (i.e., First Amendment; Freedom of Expression; Americans with Disability Act)

If you have any questions, please contact:

John Quiroz, Branch Chief – Fairs and Exposition Branch at <u>John.Quiroz@cdfa.ca.gov</u> Tom Amberson, Risk Department Manager– CFSA at <u>Tamberson@cfsa.org</u> Carrie Willson, Staff Services Manager DGS – ORIM <u>Carrie.Willson@dgs.ca.gov</u>

Sincerely,

John Quiroz Branch Chief

cc: Rebecca Desmond, Executive Director, California Fairs Services Authority Virginia Bolman, Chief, DGS Office of Risk and Insurance Management