

Board Meeting Notice

May 26, 2022 8:00am

San Joaquin County Fairgrounds Board Room Admin Office: 1658 S. Airport Way, Stockton, Ca 95206
CDFA present via remote location open to the public: F&E Office, Large Conference Room 2399 Gateway
Oaks Sacramento, CA 95605

Board of Directors

Jeff Wagner, Nikki Linnerman, Troy Bowers,
Joel Reyna, Andrea "AJ" Hurford

Public Participation

Persons wishing to participate during the public meeting may participate either during the Public Comment portion or during any other item on the agenda. Public Comment is reserved for items that are not listed on the agenda. Please be informed that public participation under Public Comment will be limited to five minutes per speaker. In accordance with state law, the Board will not comment or otherwise consider such Public Comment item for business until and unless such item is properly noticed for a future meeting. Please also be informed that in addition to Public Comment, the public is invited to participate and comment on each item on the agenda at the time the particular item is considered by the Board.

2nd DAA agendas, minutes, and Board Packets can also be accessed on the web at: www.sanjoaquinfair.com. Questions regarding items on the agenda should be directed to Jennifer Stafford, Chief Executive Officer via email ceo@sanjoaquinfair.com.

Americans With Disabilities Act

All Board meetings must be accessible to the physically disabled. Any person needing a disability- related accommodation or modification in order to attend or participate in any Board or Committee meeting or other San Joaquin County Fairgrounds activities may request assistance by contacting Jennifer Stafford, Chief Executive Officer, 1658 S. Airport Way, Stockton or by emailing ceo@sanjoaquinfair.com.

2nd District Agricultural Association

San Joaquin County Fairgrounds 1658 S. Airport Way, Stockton, California
www.sanjoaquinfair.com • office@sanjoaquinfairgrounds.com • (209) 466-5041

Board Meeting Agenda

May 26, 2022 8:00am

All items on this agenda may be considered for action. Items listed on this agenda may be considered for action. Items on the agenda may be considered in any order at the discretion of the Board. Any item not noticed on this agenda will not be considered or discussed.

Roll Call

Public Comment on Items Not on the Agenda

In accordance with state law, the Board will not comment or otherwise consider matters until and unless such items have been properly noticed on a future agenda.

Consent Calendar:

- A. Minutes April 2022 Meeting
- B. 2022 Interim Agreements
- C. Financial Reports March 2022

Old Business: *(Discussion/Action By Board)*

- A. Executive Committee Nominations and Approval
- B. Committee Chair Creation
 - Maintenance and Grounds
 - Finance
 - Fair (2023)
 - Sponsorship/Marketing
- C. Policy and Procedure Review
 - Possible Policy Committee to bring narrowed completed info to the Full Board
- D. RV Park Squatter Updates
- E. California Construction Authority Projects
 - Well CCA Project update
 - Electrical CCA Project update
- F. Redevelopment Project Updates
- G. 2022 Annual Fair Update
- H. Risk Assessment Report
 - Asphalt Projects -Estimates

New Business: *(Discussion/action by Board)*

- A. Gates and Operations
 - Policy Approval: Code of Conduct

President's Report - None

CEO's Report

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Correspondence

Matters of Information *(Discussion Only)*

- A. Director Comments
- B. Next Board Meeting Information – June 2022
 - a. Proposed Date: June 23, 2022 8am
 - b. Future Agenda Items: Items for discussion and/or action to be listed on the next regularly scheduled board meeting agenda.

Adjournment

Americans With Disabilities Act

All Board meetings must be accessible to the physically disabled. Any person needing a disability- related accommodation or modification in order to attend or participate in any Board or Committee meeting or other San Joaquin County Fairgrounds activities may request assistance by contacting Jennifer Stafford, Interim Chief Executive Officer, 1658 S. Airport Way, Stockton or by calling (209) 466-5041.

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Board Meeting Minutes

April 28, 2022

Board of Directors Room & Zoom
San Joaquin County Fairgrounds, 1658 S. Airport Way, Stockton, Ca

Board of Directors

Jeff Wagner, Nikki Linnerman, AJ Hurford, Joel Reyna, Troy Bowers

CEO Stafford called the meeting to order at 5:30pm PM. Quorum was present; roll call taken.

Roll Call

Directors Present: Joel Reyna, AJ Hurford, Nikki Linnermann, Jeff Wagner, Troy Bowers

Directors Absent:

Others in attendance:

CDFA: Brian May, ~~Mike Francesconi~~ JLS

2ndDAA Staff: Jennifer Stafford

Public: Tony Noceti – Noceti Group

Consent Calendar:

- A. Minutes March 2022, no changes or corrections – Approval 1st Director Bowers, 2nd Director Linnerman
Motion passed
- B. Interim Agreements – No changes or corrections – Approval 1st Director Reyna, 2nd Director Hurford –
motion passed
- C. Financial Reports March 2022 – No changes or corrections – Approval 1st Director Hurford, 2nd Director
Linnerman – motion passed

Old Business: (Discussion Only)

- A. **Caltrans Transfer of Jurisdiction of State Owned Property**
Jennifer informed the group that documents have been signed and we should be seeing a check for this area soon.
- B. **RV Park Squatter Update** – Jennifer reported no word from legal yet. Updated we are now citing new arrivals of trespassers but need to find a long term solution soon.
- C. **California Construction Authority Projects:**
 - a. **Well Replacement:** Jennifer updated that CCA is working with a well designer to get the project moving. The priority of this is surpassing urgent as we have had to replace parts on the old well in the last few weeks. Discussion of city water costs. Brian asked that Jenn look into contacting Cal Water about our rate over in Winners.
 - b. **Electrical CCA Project:** Project is in progress and CCA should have an update on remaining funds and priorities for electrical soon.
- D. **Redevelopment Project RFQ Updates** – Brian updated that an ENA is in progress and being negotiated by all sides. Operating agreements and timeframes are included in this. The “benefits to the fair will be discussed later.
- E. **DGS Storage Contract:** No update. Jennifer noted that post site walk DGS and the 3rd party have not given a timeline.
- F. **Annual Fair Planning:** Jennifer updated on the fair plans and asked to increase the marketing budget for roadside signs by \$5,000. Director Bowers noted he thought our budget was low in that department to begin with and made a motion to approve, Director Wagner 2nd. Motion passed. Director Bowers brought up potentially doing a survey to find out why people do or don't come to the fair. Jennifer stated budgets make that a but difficult and the timeline at this point wouldn't be the best investment. Suggested that we can use email addresses collected through ticket sales and send out a post fair survey to those patrons. We can ask other fairs what they do and then work on a longer term year round survey in late 2022 and early 2023 in prep for the 2023 fair through a larger investment. Jennifer presented the new flower box sponsorship. Directors Linnerman and

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Reyna pledged to sponsor a box each.

New Business: (*Discussion Only*)

- A. Review of Board Policy on Gun Shows:** Director Hurford asked to look into this matter further. At her request she wants to see what avenues we can take to minimize the activity on the 2DAA property in the future. She would like to review the CDFA guidance and policy which seems to be boiler plate. Brian noted that the CDFA policy must be included in gun show contracts as an exhibit. Director Hurford noted that while it is a legal activity as stated before what can we do in the interim to deter? Can we build in extras into the contract such as increased liability coverage? Director Wagner asked how can we do that and how do we place that on this event and not others? Director Hurford Asked if it was appropriate to lower the number of gun shows per year. Brian noted that we must defer to CDFA legal on that question. Director Reyna wants to hear more about the proposed legislation. Brian stated we should postpone any discussions or decisions until after legislation moves forward. Director Hurford notes that it could happen by July and lets table it until then. Director Bowers asked to add that this topic is lightening and we should generally stay away from politics and culture wars as a fair board. Some of our patrons are supporters just as some are not so we should remain neutral to legal activities. Director Wagner also added that the board must stay out of politics.
- B. CFSA Risk Assessment:** Jennifer presented the risk assessment and noted that many on the list have been issues for 10+ years. The number 1 priority should be trip hazards at this point. We need to figure out how we want to budget for these projects. Director Wagner went over patch paving as an option but the cost would be 30% of a total repaving project. Board needs to think about how to move forward so no decisions should be made tonight.
- C. Review & approval of past minutes and financials:** Director Hurford questioned the ability to “approve meeting minutes” since she was not in attendance. Brian noted that we can simply state that all unadopted minutes/financials have been given to the board members for reference no actual adoption or approval needed.
- D. Board Committees and Rolls:** Jennifer presented the task that we need to decide how we would like to get back to normal operations now that we have a quorum. It was decided that we will take nominations at the May 2022 meeting.
- E. Policy and Procedure Plan Update:** Director Hurford and Director Bowers state that they think there is another version of the policy and procedure manual floating around the office that is more up to date than the one provided. Jennifer stated that she would find the document and provide it to the board. We can make the suggested changes needed at the next meeting and table this discussion.
- F. Proposed Meeting Schedule:** It was requested that we move back to an 8am timeframe for future meetings by Director Wagner. Director Linnerman agreed. Director Bowers and Hurford noted that they were open. Director Reyna said that he would need to be gone by 9am each time for work or take vacation. The group agreed to try out the 8am time for all future meetings.

President’s Report

None –

CEO Report

None

Correspondence

None

Public Comment on Items Not on the Agenda

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Tony Noceti with the Asparagus Festival came to invite the Directors to attend the festival that weekend. He also is requesting to host the Garlic Festival on the grounds in August. Jennifer confirmed that the dates were in fact open. He stated that there was a time crunch to be able to market the announcement during the festival this weekend. Jennifer asked since Brian has intervention authority at the moment could he approve a contract for the festival with the same terms as the asparagus festival. Brian noted that would be appropriate and to go ahead and move forward.

Matters of Information (*Discussion Only*)

A. Director Comments –

Director Hurford requested that for future meetings the consent agenda be one action item and we include the full

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contracts of any new contracts that we have in progress rather than a date list. Brian noted that now that we are getting back into normalcy with a quorum we will need to follow any policies we have in place. Normally the board approves any and all revenue contracts. Directors Hurford and Linnerman also wants to make sure that we are paying the CEO the correct rate and if we can remove interim from her title. Jennifer stated that she was comfortable with current hourly wage and would prefer to use any additional budget on increasing staff first. Director Bowers noted that the rate should be based on minimum class size salary divided by 40 hours per week. Jennifer said she would double check with Mike and HR on the correct rate.

Director Hurford reported that on Earth Day volunteers from Amazon came out and picked up garbage on the fairgrounds. They gathered 26 bags of trash.

Due to the short notice it was agreed that Brian and Mike could approve any fair time contracts under intervention authority that exceeded \$5000. In the future normally these contracts are approved by the board of directors at meetings.

Adjournment: 7:52pm

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

FORM F-31
Revised 8/19

AGREEMENT NO. 22-26
DATE 5/18/22
Page 1 of 11

THIS RENTAL AGREEMENT ("Agreement") is by and between the 2nd District Agricultural Association, ("Association"), commonly known as the San Joaquin County Fair ("Fairgrounds"), and NOCETI GROUP INC / CALIFORNIA GARLIC FESTIVAL ("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 RENTAL AGREEMENT, as depicted in Exhibit A, located on the Fairgrounds at 1658 SOUTH AIRPORT WAY STOCKTON, CA 95206 ("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 9, 2022 and ends on AUGUST 16, 2022. 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 THE CALIFORNIA GARLIC FESTIVAL and shall be for no other purpose whatsoever.
4. AREAS OF USE: THE RENTER UNDERSTANDS THAT FACILITIES ARE RENTED IN "AS IS" CONDITION, AND THAT EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT, THE 2DAA SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE, REPAIR, UPKEEP, OR REPLACEMENT FACILITIES.
 - BUILDINGS 2
 - CARNIVAL LOT, MIDWAY, MAIN STAGE AREA, MAIN PARKING LOT
 - RESTROOMS: CARNIVAL LOT, LIVESTOCK, MIDWAY RESTROOMS
 - GRANDSTAND AND PIT AREA
 - ACCESS TO AND FROM THE AREAS
5. DATES AND HOURS OF OPERATIONS:
 - a. Set up AUGUST 9, 2022 – AUGUST 12, 2022
 - b. Event AUGUST 13, 2022-AUGUST 14, 2022
 - c. Clean up AUGUST 15, 2022 AND AUGUST 16, 2022 (GROUNDS MUST BE CLEARED BY EOB 8/16/22)
6. Renter shall pay Association the contracted amount of ~~\$33,783.75~~ ^{\$19,329.00}, plus the Post Event Charges outlined in Paragraph 10, which is due no later than ~~APRIL 25, 2022~~ ^{August 19, 2022}. Payment must be made in full prior to opening day. Failure to pay ~~April 25, 2022~~ ^{August 19, 2022} will result in loss of the refundable deposit. ~~\$3000.00~~ ^{1000.00} refundable deposit which is due upon signing this contract. Payments should be made by cash or check, use of a credit card will incur an additional charge of 3%.
7. Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of ~~\$3000.00~~ ^{\$2000}. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, non-compliance with move in and move out dates, 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. Cancellations 14 days or less prior to the event will result in forfeiture of deposit.

8. **ELECTRICAL USE & UTILITY FEES:** Renter to provide licensed electrician, to facilitate any electrical needs of sound, light, stage or vendors, at Renters expense. Copies of license and insurance must be provided to fair and electrician needs to meet with fair staff prior to event. Utility use charges are included in this agreement.
9. **DEPARTMENT OF FORESTRY AND FIRE PROTECTION:** Special Event Permit required and obtained by the fair office on behalf of the renter. Renter will be responsible for following all fire codes as specified by the State Fire Marshal. Any and all expenses associated with an application and/or field inspection will be the responsibility of the renter. An estimated amount is included in rental pricing, however if permitting and inspection exceed the prepaid amount the Renter is responsible to pay for the remaining balance once invoice is received from the Office of the State Fire Marshal.
10. Renter shall pay the following services and fees:

Building #2	2 days	\$3,600.00
Carnival Lot	2 days	\$2,000.00
Midway	2 days	\$1,000.00
Main stage area	2 days	\$800.00
Grass Amphitheater	2 days	\$1,200.00
Restrooms (Carnival, Midway, LS)	2 days	\$600.00
Main parking lot buy out	2 days	\$2,400.00
Utility Fees (per day/per location)	2 days	\$1,650.00
Set Up Day utilities	2 days	\$300.00
Fire Marshal Permitting	Based on past invoices	\$2,000.00
Service Charge	5% of total Contract	\$778.00
	TOTAL	\$16,328.00
	DEPOSIT	\$2,000.00
	GRAND TOTAL	\$18,328.00
POST EVENT CHARGES	BEER AND WINE	\$75.00 per keg/case
	CONCESSIONS STANDS – not owned by NGI	\$50.00 flat per stand
	RV CHARGES	\$25/RV per day
	**CONCESSION STAND FEE DISCOUNT SINCE IT IS A FIRST YEAR FESTIVAL	

11. Association requires licensed and bonded security during the event. A contract with scheduling and guard counts is required to be on file 2 weeks prior to the event. A minimum of 1 guard per 150 people is required. The 3rd party security company must provide an insurance certificate listing the fairgrounds as the additional insured. If at any time the City of Stockton, CHP, or the 2nd District Agricultural Association requests increased security coverage, the Renter must make those changes at their own expense.
12. 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.
13. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
 14. Renter shall 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, cause by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
 15. 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.
 16. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 17. 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.
 18. 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 effected without injury to the Premises.
 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 is acceptable.
 22. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
 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.
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:

Map of Fairgrounds Depicting Premises

Exhibit A

California Fair Services Authority Insurance Requirements

Exhibit B

Rental Procedures

Exhibit C

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.

2ND DISTRICT AGRICULTURAL ASSOCIATION
SAN JOAQUIN COUNTY FAIRGROUNDS
1658 SOUTH AIRPORT WAY
STOCKTON, CA 95206
209-466-5041
CEO@SANJOAQUINFAIR.COM

CALIFORNIA GARLIC FESTIVAL
NOCETTI GROUP INC
TONY NOCETTI

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

DATE

DATE

EXHIBIT A: MAP OF GROUNDS



209/466-5041

1658 S. AIRPORT WAY, STOCKTON

EXHIBIT B: 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, the California Fair Services Authority, 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, enduro, 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.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

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 obligations 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

1. For hazardous participant events (see subsection 4. below), 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.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains 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 and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. 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, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

EXHIBIT C: 2ND DISTRICT AGRICULTURAL ASSOCIATION RENTAL PROCEDURES

Deposit - A deposit is required for each building reserved and is refundable 30 days after the event or when the final Fire Marshal bill is received whichever comes first. If the event is cancelled or the building is damaged or left unclean, the deposit is forfeited.

Fire Marshal Fee - The San Joaquin County Fairgrounds is a State of California owned property and as such, falls under the jurisdiction of the State Fire Marshall. The Fairgrounds is obligated to apply for a "Special Events Permit" issued by the State Fire Marshalls office for any event on the fairgrounds when 50 or more persons attends. The Fire Marshall can elect to inspect the event for fire safety prior to the event commencing or during the event. The permit process and inspection is estimated at \$240 per hour per deputy on site, for this reason we have implemented a "Fire Marshal Fee", this covers the most basic estimation of events. The Office of the State Fire Marshall sends invoices up to 60 day post event. Should the Fire Marshal invoice sent post event exceed the estimated amount prepaid for your event the difference will be taken from the deposit or invoiced to the Renter. If the event is an annual event that has been inspected before, the Fairgrounds reserves the right to base the fee amount on that past inspection.

Alcohol – NGI is granted the right to sell and serve alcohol during their event. Liquor Liability insurance must be on file and approved by the 2DAA no more than 2 weeks prior to the event. A copy of the ABC permit must also be on file with the 2DAA prior to opening day. The 2DAA will require that all alcohol distributor invoices be received post event to audit the keg fees due to the fair. Should the original invoices from the distributor not be provided within at least 2 weeks post event the deposit will be forfeited and future privileges of NGI to sell alcohol on fairgrounds property with future or current contracts could be revoked.

Security - Security is required for ALL events. Security services must be provided by a license and bonded security company. At any time that the San Joaquin Fair or local PD deems necessary increased security presence may be requested at the renters expense. The security plan and guard schedule and locations must be provided to the 2DAA prior to the event opening. 1 guard must be posted at all alcohol service locations.

Public Liability Insurance – Special Event liability insurance is required. Renters can provide their own or obtain through the Fair. *Ask for a Quote.

Utility and Service Fees - Utility fees are assessed at \$75 per area per day plus a 5% service charge is assessed to all rental invoices as shown in Paragraph 10. This service charge goes towards water waste management and mandatory water treatment services based on attendance, as required by the state water board.

Janitorial - Janitorial is required for ALL events. Janitorial service and supplies are NOT provided by the 2DAA. Restroom facilities must be returned in the manner in which they were found pre-event. Should plumbing issues arise you must call Fairgrounds maintenance staff to assist. Should you call a plumber directly the Fairgrounds will not be responsible for any invoicing or amounts payable accrued.

Waste Management- Trash cans will be provided for each event. For smaller single building events the event staff assigned to your event will assist in trash removal from the cans to the dumpster. For larger public event that include multiple buildings or outdoor use, trash service contracts and on site trash pick up/clean up crew, must be coordinated separately at the renters expense.

Set Up and Tear Down - Buildings can be made available the day prior to an event between 9:00am - 4:00pm to allow for early set up for a fee of \$250, set up is available outside of this time frame at an additional rate of \$30 per hour for event staff to be on site. Otherwise, renters can set up beginning at 8:00a the day of the event. Renter shall set up tables and chairs. After the event, renter is responsible for removing all decorations and placing garbage in provided containers. Tables and chairs must be torn down and returned and stacked, the way they were delivered. Any outside vendor items must be removed at the end of the event. If day after pick up is required that must be arranged ahead of time for an additional fee.

Private Party Parking Lots – Events such as birthdays or weddings MUST use the Main parking lot for guests. The main gates to the midway will be unlocked so that guests may walk through to access the venue. Cars may drive through gate 6 and drop off

but may not park on grounds. Hosts and wedding parties may park inside the gates during the event. The fairgrounds reserve the right to ask all cars to park off grounds as needed.

Public Event Parking Lots - Parking lots for public events must be rented at the rack rate if you do not plan to charge parking or should you want to waive this fee the fairgrounds reserve the right to charge your patrons \$10 per car parked. Events held in parking lots have no restroom access, and you must provide porta-potties at the renter's expense. Proof of service contract will be requested.

Public Events Food Vendors: A concessions fee per day is assessed for each outside food vendor contracted for your event and assessed during the event and paid post event via invoice to the Renter.

The event promoter must fill out the San Joaquin County Environmental Health Special Event Food Permit Packet.

<https://www.sjgov.org/uploadedfiles/sjc/departments/ehd/forms/temporary%20event%20application.pdf> Each vendor is required to fill out a form included in the document as well. The Fair will need proof of completion prior to the event opening.

Private Event Food: Any private event such as birthday, wedding, or banquet, does not require any permitting or fees to the fairgrounds. It is always recommended that you use professional caterers who follow safe food handling practices.

Digital Sign: The Fairgrounds has a large state of the art digital billboard at the corner of Airport and MLK Jr Blvd. We rent ad space here for a monthly price, promoters must provide artwork. ****ask for a quote****

Third Party Advertising & Social Media: If you plan to publicly post your event please refer to the venue as the "San Joaquin County Fairgrounds" or "The Fairgrounds in Stockton". **NEVER** advertise the venue as the Stockton fairgrounds. All artwork naming the fair should be approved by the fairgrounds manager prior to going to print. Please use the approved fairgrounds logo which is available upon request.

SJC FAIRGROUNDS CODE OF CONDUCT:

- All patrons and bags are subject to search preceding entry.
- Possession of items prohibited on the Fairgrounds includes:
 - Guns, knives, mace/pepper spray/stream, or any items that could be used as a weapon
 - Alcohol or illegal substances or cannabis products in any form
 - Bottles, cans, or hard sided containers
 - Non-factory sealed plastic bottles (permitted if empty)
 - Ice chests or coolers
 - Outside food and beverage (unless for medical reasons)
 - Chairs
 - Pets other than approved service animals
 - Tents, tables, shade umbrellas
 - Fireworks, firecrackers/poppers
 - unmanned aerial vehicles
 - Bikes, skateboards, scooters, skates/rollerblades, Segways or like items
 - Any other items deemed dangerous or inappropriate by Fair personnel.
- CCW permits are not allowed, only off duty officers are permitted to carry.
 - Off Duty Officers must disclose and check in with the Security Supervisor prior to entrance. Badge and Active ID required
- SJCF Dress code: inappropriate attire is not permitted at fair personnel depression. Shoes and shirts are always required on fairgrounds property
- Smoking of tobacco, e-cigarettes, vaporizers, or other similar products that produce smoke or vapor must be done in designated areas.
- Any activity that disrupts SJCF's pleasant, family-oriented environment including disruptive profanity, and threatening or vulgar clothing, language, or signs is strictly prohibited.
- Failure to follow the direction or reasonable request of any Fair personnel will result in immediate removal from the event.
- Solicitation including selling and/or distribution of any materials without a vendor contract with the fair is strictly prohibited
- Guests entering the SJC Fairgrounds grant unrestricted rights and licenses to venue management and all other entities associated with the Fair or their respective agents to use guests' likeness in any broadcast, telecast, photography taken or other transmissions or reproduction in connection to the event.



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

May 12, 2022

Jennifer Stafford, Interim CEO
2nd DAA, San Joaquin County Fair
1658 S. Airport Way
Stockton, CA 95206

Dear Ms. Stafford:

As you are aware, the Fairs and Expositions Branch (F&E) was granted \$50 million in the 2021/22 State Budget to provide operational support to the fair industry. Initially, these funds were utilized to support the industry through the Targeted Support Program. Based on the information collected since these funds were initially disbursed, F&E has been able to determine that the industry has relatively stabilized from the significant impacts of the pandemic.

Fortunately, due to the flexibility afforded by the stabilization of the industry, F&E is able to further strengthen the industry's financial position through the disbursement of the remaining funds.

F&E is exercising its authority under Business and Professions Code § 19620.2 to provide allocations towards operational support. The amount of **\$161,000** will be disbursed to your fair.

If you have any questions, please contact me at 916-900-5365 or via email at mike.francesconi@cdfa.ca.gov.

Sincerely,

Mike Francesconi
Branch Chief

