

10th District Agricultural Association (10th DAA)
Siskiyou Golden Fairgrounds
1712 Fairlane Road, Yreka CA 96097
Phone: 530-842-2767 – Fax: 530-842-4724
Website: www.sisqfair.com Email: info@sisqfair.com



10th DAA BOARD MEETING NOTICE

The 10th DAA Board of Directors will be holding a regular monthly board meeting on
Tuesday, October 19, 2021, at 5:30 PM
Siskiyou Golden Fairgrounds Main Office/Board of Directors Room
1712 Fairlane Road, Yreka California

In accordance with the September 16, 2021, AB 361 law signed by Governor Newsom Executive Order N-29-20 has been extended to January 31, 2022. Directors may attend this meeting remotely without public notice of or access to their teleconference location.

Zoom:	Toll Free Number:	Meeting ID:	Pass Code:
https://us02web.zoom.us/j/2102101776?pwd=ODRTK0pTb3FCTklrWStUcUc1ZDVJZz09	1-669-900-9128	210 210 1776	1776

10th DAA BOARD OF DIRECTORS

Jason Finley, President
Judd Hanna, Director
Lori Salters, Director

Brandon Fawaz, Vice President
Darrin Mercier, Director

Cliff Munson, CEO/Fair Manager

Michelle Eiler, AGPA/Secretary

PUBLIC PARTICIPATION

Members of the public are welcome and may place items on the agenda of any board meeting. The items must be directly related to 10th DAA business. Request for placement must be made in writing and delivered to the fair office no later than 4:00 PM on the twelfth (12th) business day prior to the board meeting. Items placed on the agenda by the public will be for information and discussion so that the board may be advised of the views of the community. While the board values the participation of the public, the board president reserves the right to limit the time for public comment to a maximum of five (5) minutes in order to proceed with the agenda of the day and/or to place the item on the agenda (as an action item) of a subsequent meeting.

All meeting notices, agendas and approved minutes will be available to the public during the meeting and on the 10th DAA website at www.sisqfair.com/about/board-staff/agendas.

AMERICANS WITH DISABILITIES ACT

Pursuant to the American with Disabilities Act, individuals who, because of a disability, need special assistance to attend or participate in any 10th DAA board or committee meeting, or in connection with any other activities on the grounds, may request assistance at the main office 1712 Fairlane Road, Yreka CA or call 530-842-2767. Requests should be made at least five (5) business days before the meeting to ensure availability of the requested accommodation.

The mission of the 10th District Agricultural Association/Siskiyou Golden Fairgrounds is to promote excellence in agricultural awareness and education through the Siskiyou Golden Fair and interim events under a financially sustainable model.

10th District Agricultural Association (10th DAA)
Siskiyou Golden Fairgrounds
Siskiyou Golden Fairgrounds Main Office/Board of Directors Room
1712 Fairlane Road, Yreka California and

MEETING NOTICE

The 10th DAA Board of Directors will be holding a regular monthly meeting on the third Tuesday of each month in the Main Office, Board of Directors Room on the grounds of the 10th DAA, unless otherwise posted.

10th DAA BOARD MEETING AGENDA

Tuesday, October 19, 2021, at 5:30 PM

1. **CALL TO ORDER:** President Finley
All matters noticed on this agenda may be considered for action. Items listed on this agenda may be considered in any order, at the direction of the chairperson. Any item not so noticed will not be considered or discussed. This agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available on the internet at: www.sisqfair.com.
2. **ROLL CALL OF DIRECTORS:**
3. **DECLARATION OF QUORUM** (minimum of five directors must be present):
4. **INTRODUCTION OF GUESTS AND STAFF:**
5. **PUBLIC COMMENT** (for items not listed on the agenda):
Speakers are allotted five (5) minutes. Speaker's time may be modified based on the number of public speakers. No speaker may cede their time to another speaker. Public comments on agenda items will be accepted during the meeting as items are addressed. Public comment on issues NOT on the current Agenda is allowed. However, no debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item.
6. **CONSENT CALENDAR (Discussion/Action by Board):**
The items on the Consent Calendar will be enacted in accordance with recommended action under one motion unless trailed from the Consent Calendar by the Board. Any member wishing to trail an item from the Consent Calendar should notify the CEO prior to the meeting. Trailed items will be considered after the motion to approve the Consent Calendar.
 - a. Monthly Review of September 21, 2021, Board Meeting Minutes
 - b. Monthly Review of Contracts for September
 - c. Monthly Review of Cash Disbursements for September
 - d. Monthly Review of the current Finance Reports
7. **CORRESPONDANCE:**
8. **COMMITTEE REPORTS (Informational/Action by Board):**

The mission of the 10th District Agricultural Association/Siskiyou Golden Fairgrounds is to promote excellence in agricultural awareness and education through the Siskiyou Golden Fair and interim events under a financially sustainable model.

The Board may take approval action on Committee Reports and New Committee Assignments.

- a. Junior Livestock Auction Committee (Dena Rizzardo, President)
 - i. Update since last meeting
- b. Junior Fair Board
 - i. Update since last meeting

9. FRIENDS OF THE FAIR REPORT (Informational/Action by Board):

- a. Update since last meeting

10. BUSINESS REPORT & INFORMATION (Informational/Action by Board):

- a. Appoint a Budget Committee
- b. Review of Draft Billboard Contract with Rain Rock Casino/Karuk Tribe
- c. Review & Discussion of Rental Rates, Fair time Rates, & Storage Rates
- d. Update on Fair Network Transition Plan
- e. Review & Discuss CalFIRE Housing Contract
- f. Review & Discuss Speedway Operations 2021 and 2022

11. 2021 FAIR

- a. Review of Annual Fair – any additional information and/or comments

12. 2022 FAIR (Informational/Action by Board):

- a. Review and Discuss Livestock Animal Weight Limits
- b. Discuss Grandstand Events – days, times, event type, ticket prices
- c. Review & Discuss Farm Bureau Beer Concession Contract Extension to include 2023 Fair

13. CEO REPORT (Informational/Action by Board):

- a. Events
 - i. Events on the Calendar (up to next board meeting) –
 - a. Yreka Outlaw Karts – 10/23
 - b. Siskiyou Sidekicks Horse Show – 10/30
- b. Projects
 - i. None at this time

14. MATTERS OF INFORMATION:

- a. CEO Comments
- b. Board of Director Comments
- c. Staff Comments
- d. Items Proposed for Next Board Meeting
 - 14.d.1. Theme Contest Winner
 - 14.d.2. 2022 Budget

15. NEXT MEETING DATE: November 23, 2021, at 5:30 PM. Meeting date changed due to lack of a quorum on regular scheduled date.

16. ADJOURNMENT:

The mission of the 10th District Agricultural Association/Siskiyou Golden Fairgrounds is to promote excellence in agricultural awareness and education through the Siskiyou Golden Fair and interim events under a financially sustainable model.

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10th DISTRICT AGRICULTURAL ASSOCIATION

SISKIYOU GOLDEN FAIRGROUNDS

As September 30, 2021

CONSENT CALENDAR

- Previous Meeting Minutes
- Contracts for September

FINANCIAL REPORT

- Check Detail for September
- Summary Trial Balance
- Balance Sheet
- Profit & Loss, Budget vs. Actual
- STOP/Budget & Actual Report to date

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10TH DISTRICT AGRICULTURAL ASSOCIATION
BOARD OF DIRECTORS MEETING
September 21, 2021

CALL TO ORDER: The 10th District Agricultural Association Board of Directors meeting was called to order at 6:33 PM by President Finley.

ROLL CALL/DIRECTORS ABSENT: President Finley, Vice President Fawaz, Director Hanna, Director Mercier and Director Salters were present. There are four (4) vacant board positions.

INTRODUCTION OF GUESTS AND STAFF: Also present were Cliff Munson, CEO; Michelle Eiler, AGPA; Mike Luiz, Senior Maintenance Worker; Janae Scruggs, Friends of the Fair President and Cheryl Scruggs, Friends of the Fair Representative.

PUBLIC COMMENT: None.

CONSENT CALENDAR (Action by Board): Director Salters made a motion, seconded by Director Hanna and carried to accept the consent calendar which included minutes from the July 20, 2021 meeting (August meeting was cancelled due to lack of a quorum), contracts and cash disbursements for July and August.

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Brandon Fawaz			X	Refund Received
Jason Finley	X			
Judd Hanna (2 nd)	X			
Darrin Mercier			X	Refund Received
Lori Salters (1 st)	X			
4 positions vacant				

No public comment.

CORRESPONDENCE (Information/Action): Included in the board packet was a note from Rebecca Desmond of CFSA wishing us a successful fair and a letter from Linda Smith about concerns and suggestions for the fair. Two thank you cards from exhibitors were passed around at the meeting. No public comment.

COMMITTEE REPORTS (Informational/Action):

- Junior Livestock Auction Committee – CEO Munson reported the following averages from the auction: Ag Mech \$668.80/project, Rabbits \$92.92/lb, Turkeys \$61.64/lb, Poultry \$88.90/lb, Goats \$30.66/lb, Lambs \$22.88/lb, Swine \$16.29/lb, Dairy Cattle \$4553.14/hd, Commercial Heifers \$5609.14/hd, Registered Heifers \$5586.45/hd, Steers \$7.46/lb. Total auction sales were \$1,129,963.24 with 232 items. The next meeting is scheduled for this Thursday at 6:00 PM in the show ring. No public comment.
- Junior Fair Board – Applications for the new board were received and at this time we have 7 members. The first meeting is Monday, October 25th at 6:30 pm. No public comment.

FRIENDS OF THE FAIR: Janae Scruggs, President, reported that there was no meeting held in August. They met last week, and they have a meeting scheduled tomorrow to finish the agenda. She thought overall the fair was good. The list of sellers and buyers from the previous year thank you card purchases did not make it into the JLAC flyer and that could have contributed to the decrease in this year's purchases. The thank you card money does go back into the livestock area, so the fans for the sheep barn may be a possibility for them to purchase. No public comment.

BUSINESS REPORT & INFORMATION (Action by Board):

- Money Market Accounts – Vice President Fawaz made a motion, amended and seconded by Director Mercier and carried to establish three (3) more money market accounts at local banks: Tri Counties Bank, Siskiyou Credit Union and Merchants Bank of Commerce (or successor of interest). The initial deposit will be \$100,000 in each bank and not to exceed the \$250,000 FDIC insurance limits. President Jason Finley and CEO Cliff Munson will be signers on the account.

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Brandon Fawaz (1 st)	X			
Jason Finley	X			
Judd Hanna	X			
Darrin Mercier (2 nd)	X			
Lori Salters	X			
4 positions vacant				

No public comment.

- Recognition Plaque - Director Mercier made a motion, seconded by Director Hanna and carried to purchase a recognition plaque for the remodel of Winema Hall to the Lily Foundation and Grace Bennett as the project lead. CEO Munson will work with Darrin Mercier and Janae Scruggs on the wording. The plaque will be hung inside the building.

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Brandon Fawaz	X			
Jason Finley	X			
Judd Hanna (2 nd)	X			
Darrin Mercier (1 st)	X			
Lori Salters	X			
4 positions vacant				

No public comment.

- COVID-19 Supplemental Paid Sick Leave Policy - This policy does not apply to the 10th DAA because we have under 25 employees. No public comment.
- Funding Requests - CEO Munson reported that he applied for a CDFA Grant for Public Safety Power Shutoff (PSPS) Mitigation Project. Several fairgrounds have been selected to install switch gear for emergency systems. OES would be responsible for any generators needed. CEO Munson also applied for part of the \$50M General Fund Targeted Support. He will keep the board up to date on both. No public comment.
- Billboard Proposal – Director Mercier brought up several issues with the draft contract. He and CEO Munson will get together to discuss specifics further and have it resubmitted to CDFA. No public comment.
- Transition Plan – CEO Munson reported he had his regular call this morning. The JPA is hoping to be rolled out at the Managers Conference that is held early November. There is a request by CDFA to change the number of board seats from 13 to 15: 7 members from area fairs; 3 members by fair size and 2 members from CDFA and a fair industry representative. The industry is still waiting on answers that will give some support of the transition process for individual fairgrounds to be able to start the process and move forward. CDFA does not like the unknown involved in this process. CEO Munson requested that him and Director Mercier have a startup meeting for our JPA prior to the October board meeting. No public comment.
- **2021 FAIR (Information/Action):** The fair report included in the board packet was discussed. The numbers look good; attendance, concessions and carnival were up, and the people were ready to spend money. Commercial vendors were down due to staffing issues and some going out of

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business since COVID-19. We will net approximately \$370K once all the expenses are recorded (this is just fair related not overall).

Fair Comments:

- Director Salters – Really appreciated the online auction again; liked the sheep area improvements; she received a lot of good response about Shelly Suetta doing the photography department; the community was very appreciative of who was awarded the Blue Ribbon Award and the Lifetime Pass this year; and she enjoyed the turkey judge. She also expressed that she missed the trackless train and CEO Munson explained that due to the budget being cut and not sure how we could put it in our county proposal since people sit so close together. Hopefully next year it will return.
- Director Hanna – It was a good meeting and a good fair; the grounds looked great and people seemed happy; he didn't receive as many complaints as usual and this was his first year staying on the grounds.
- Director Mercier – There were many complaints about the way showmanship was ran this year; seems to be cheating the kids because not everyone gets to participate; if you received a token you had to take "that" animal into the showmanship class. CEO Munson explained that we followed the protocol that we did last year for the county plan, it was least exposure for everyone. Director Mercier also stated that he was super impressed that we pulled it off with little staff and no money; everyone had a great time.
- Vice President Fawaz – He heard lots of good things especially about Della Hayden the new livestock supervisor; complaints he heard pertained to livestock.
- President Finley – Was unable to attend most of the fair but he heard it was good; he hasn't heard any complaints.
- AGPA Eiler – Asked if anyone heard complaints about things being online (no).
- Senior Maintenance Luiz – The new restroom crew did a good job; this was the smoothest year that maintenance has had with the livestock department; he had a few maintenance issues (forklift, stage, sewer, broken toilet, etc.) but overall it was a good fair.

In 2021 CEO Munson wrote the COVID-19 to the county being very conservative; hopefully we can do better for the 2022 fair. Staff has already started to work on a great 2022! No public comment.

CEO REPORT (Information/Action):

- Events
 - Calendar of Events – CEO Munson reported that Jim Berry/Yreka Outlaw Karts is not getting the karts and had to host a test and tune instead of a race on September 10th and will be cancelling the race on the 24th. CEO Munson told him that once the contract minimum was met then changes in regards to his payment could be discussed. AGPA Eiler informed the board that the Siskiyou Golden Speedway has not paid the July utility invoice as of this meeting. No public comment.
- Projects
 - Winema Hall HVAC System/SB 5 Project – CEO Munson reported the final closeout report was processed and we should be receiving the last reimbursement soon. No public comment.

MATTERS OF INFORMATION:

- CEO Comments – CEO Munson reported that CFA has asked for an accounting of the \$40.3 million that was allocated last year to assist fairgrounds to layoff staff; only about \$21 million was accounted for. He also stated that a RFA has been completed for the San Joaquin County Fairgrounds low cost housing project and two applications have been received; they will select one in October. Currently Bagley-Keene Open Meeting Act has been modified to provide flexibility so meetings of state bodies can continue to be conducted remotely and with no physical location. The suspension will end on January 31, 2022. Governor Newsom pushed COVID-19 testing be mandatory for all state employees that are not vaccinated. Fairgrounds with fewer than 20 employees will have to supply home tests that will be monitored through a company called COLOR.

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At this time they are trying to determine when they can get the supplies and who will be paying the cost. CEO Munson also discussed the idea of not having the Sportsmens Expo in March but creating a larger event Mother's Day weekend.

- Board of Directors Comments –
 - Director Salters – requested that she be able to zoom into the next two meetings.
- Items Proposed for Next Board Meeting – 2022 Fair: Grandstand Events, Livestock Weights

NEXT MEETING DATE: The meeting is scheduled for Tuesday, October 19, 2021 at 5:30 PM.

ADJOURNMENT: Meeting was adjourned at 8:25 PM.

Approved:

Attest:

Jason Finley
President

Michelle Eiler
Secretary

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**10th DAA/Siskiyou Golden Fair
Contractual Agreements
September 2021**

CAMPING AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
None to date				

COMMERCIAL EXHIBITOR AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
None to date				

COMMUNITY PARTNERSHIP/SPONSORSHIP AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
None to date				

CONCESSION AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
None to date				

HOLIDAY GIFT FAIR/OUTDOOR HOLIDAY MARKET AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
1OHM-21	Bonnified Goat Milk Soap	Outdoor Holiday Market Space	11/20/21	\$50.00
2OHM-21	JoAnn Lemos	Outdoor Holiday Market Space	11/20/21	\$50.00
3OHM-21	Kelly Bear	Outdoor Holiday Market Space	11/20/21	\$80.00
4OHM-21	Kathleen's Creations	Outdoor Holiday Market Space	11/20/21	\$50.00
5OHM-21	Acme Salt Co.	Outdoor Holiday Market Space	11/20/21	\$50.00
6OHM-21	Greg & Jean Girdner	Outdoor Holiday Market Space	11/20/21	\$80.00
7OHM-21	Shasta Mountain Soap Co.	Outdoor Holiday Market Space	11/20/21	\$50.00
8OHM-21	Suzy Q Crafts	Outdoor Holiday Market Space	11/20/21	\$50.00
9OHM-21	Shasta View 4H Club	Outdoor Holiday Market Space	11/20/21	Trade - Santa
10OHM-21	Dip Delish	Outdoor Holiday Market Space	11/20/21	\$50.00
11OHM-21	Merrily Made for Missions	Outdoor Holiday Market Space	11/20/21	\$80.00
12OHM-21	Carolyn Cameron	Outdoor Holiday Market Space	11/20/21	\$50.00
13OHM-21	Jason Friendly Foods	Outdoor Holiday Market Space	11/20/21	\$50.00
14OHM-21	Z&L Market	Outdoor Holiday Market Space	11/20/21	\$50.00
15OHM-21	Bailey's Antiques	Outdoor Holiday Market Space	11/20/21	\$80.00
16OHM-21	Color Street	Outdoor Holiday Market Space	11/20/21	\$50.00

INTERIM EVENT AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
36IN-21	Void			
37IN-21	Baymont by Wyndham	Front Sign	9/15/21-9/14/22	\$2,700.00
38IN-21	Steve Lorenzini	Birthday Celebration	2/26/22	\$350.00
39IN-21	Grace Bennett	Class Reunion	5/14/22	\$350.00
40IN-21	Steven Smith	Wrestling Event	11/26-11/27/21	\$400.00
41IN-21	Siskiyou County Public Health	Flu Clinic	10/1-11/30/21	No Fee
42IN-21	Siskiyou County Public Health	All Drive Thru Clinics	1/1/22-12/31/24	No Fee

JUDGING AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	EXPENSE
None to date				

SPORTSMENS EXPO AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	REVENUE
None this month				

STANDARD 210 AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	EXPENSE
None to date				

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STANDARD 213 AGREEMENTS:

CONTRACT #	NAME	PURPOSE	DATES	EXPENSE
None this month				

WINTER STORAGE AGREEMENTS (monthly amounts):

CONTRACT #	NAME	PURPOSE	DATES	REVENUE (per mo)
1ST2122	Larry Sylva	Recreational Unit Storage	per contract	\$75.00
2ST2122	Colleen Haas	Recreational Unit Storage	per contract	\$70.00
3ST2122	Andy O'Sullivan	Recreational Unit Storage	per contract	\$75.00
4ST2122	Robert Ham	Recreational Unit Storage	per contract	\$75.00
5ST2122	Herbert Willis	Recreational Unit Storage	per contract	\$65.00
6ST2122	Ed King	Recreational Unit Storage	per contract	\$55.00
7ST2122	Don Jordan	Recreational Unit Storage	per contract	\$65.00
8ST2122	Darci DeLa Torre	Recreational Unit Storage	per contract	\$75.00
9ST2122	Adam Oreck	Recreational Unit Storage	per contract	\$70.00
10ST2122	Kevin Gillikin	Recreational Unit Storage	per contract	\$70.00
11ST2122	Kevin Gillikin	Recreational Unit Storage	per contract	\$70.00
12ST2122	Billy Gansel	Recreational Unit Storage	per contract	\$70.00
13ST2122	Billy Gansel	Recreational Unit Storage	per contract	\$70.00
14ST2122	Cancelled	Recreational Unit Storage	per contract	
15ST2122	Richard York	Recreational Unit Storage	per contract	\$40.00
16ST2122	Guy Davidge	Recreational Unit Storage	per contract	\$65.00
17ST2122	Neil Bridenstine	Recreational Unit Storage	per contract	\$50.00
18ST2122	Donna Riddell	Recreational Unit Storage	per contract	\$65.00
19ST2122	Gary Atchley	Recreational Unit Storage	per contract	\$50.00
20ST2122	Gary Atchley	Recreational Unit Storage	per contract	\$55.00
21ST2122	Todd Gusaas	Recreational Unit Storage	per contract	\$65.00
22ST2122	Tim Dykes	Recreational Unit Storage	per contract	\$65.00
23ST2122	Andy Burnett	Recreational Unit Storage	per contract	\$65.00
24ST2122	Brandon Fawaz	Recreational Unit Storage	per contract	\$55.00
25ST2122	Beverly Wenger	Recreational Unit Storage	per contract	\$65.00
26ST2122	Beverly Wenger	Recreational Unit Storage	per contract	\$65.00
27ST2122	Beverly Wenger	Recreational Unit Storage	per contract	\$65.00
28ST2122	Allen King	Recreational Unit Storage	per contract	\$65.00
29ST2122	Lance Linebarger	Recreational Unit Storage	per contract	\$70.00
30ST2122	Don Callahan	Recreational Unit Storage	per contract	\$70.00
31ST2222	Robert Forrest	Recreational Unit Storage	per contract	\$65.00
32ST2122	Brian Devlin	Recreational Unit Storage	per contract	\$65.00
33ST2122	Bonnie Roase	Recreational Unit Storage	per contract	\$60.00
34ST2122	Janae Scruggs	Recreational Unit Storage	per contract	\$70.00
35ST2122	John Salvestrin	Recreational Unit Storage	per contract	\$45.00
36ST2122	Drake Davis	Recreational Unit Storage	per contract	\$55.00
37ST2122	Ken Rogers	Recreational Unit Storage	per contract	\$65.00
38ST2122	Craig Scott	Recreational Unit Storage	per contract	\$65.00
39ST2122	John Zuurbier	Recreational Unit Storage	per contract	\$50.00
40ST2122	Kenny Turner	Recreational Unit Storage	per contract	\$70.00

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10th DAA/Siskiyou Golden Fair
Check Detail
September 2021

Num	Date	Name	Description	Original Amount
EFT-62	09/15/2021	United States Treasury	9/15 PR Federal Tax Deposit	-2,595.98
EFT-63	09/30/2021	United States Treasury	9/30 PR Federal Tax Deposit	-2,705.44
EFT-64	09/30/2021	Delta Dental Plan of California	Dental Insurance	-141.14
EFT-65	09/30/2021	CA Public Employees Retirement System	Retirement	-7,749.76
EFT-66	09/30/2021	CA Public Employees Retirement System	Medical Insurance	-2,231.41
EFT-67	09/30/2021	Employment Development Department	SDI for BU 1	-73.04
EFT-68	09/30/2021	Employment Development Department	State Withholding Taxes	-990.39
29514	09/01/2021	Siskiyou County Office of Education	Office Supplies	-122.25
29515	09/02/2021	Cash	Petty Cash Reimbursements - Exhibits	-3.10
29516	09/02/2021	City of Yreka	Water Service	-6,120.48
29517	09/02/2021	Kim White	Damage/Cleaning Deposit Refund	-100.00
29518	09/03/2021	J.P. Morgan	SPP & PST	-1,557.01
29519	09/03/2021	CalHR	PST Admin Fee	-58.59
29520	09/03/2021	Napa Auto Parts	Maintenance Supplies	-216.48
29521	09/07/2021	D&R Janitorial	Office Cleaning	-100.00
29522	09/07/2021	Budge-McHugh Supply Co.	Maintenance Supplies	-172.50
29523	09/07/2021	KZRO/Z100 Radio	Fair Advertising	-150.00
29524	09/07/2021	Baxter Auto Parts	Maintenance Supplies	-55.47
29525	09/07/2021	Shasta Forest Products, Inc.	Livestock Shavings	-2,181.94
29526	09/08/2021	Oregon Ice Company LLC	Balance due on Ice Delivery	-3,360.00
29527	09/10/2021	Siskiyou Daily News	Fair Advertising	-2,500.00
29528	09/10/2021	Pacific Power	Power Service	-159.76
29529	09/10/2021	Gerard Pelletier Transfer	Landfill Fees	-825.73
29530	09/13/2021	California Fair Services Authority	Vision & Life Insurance, LTD for CEO	-78.57
29531	09/13/2021	Lindsey Rhea	Damage/Cleaning Deposit Refund	-100.00
29532	09/13/2021	Pacific Power	Power Service	-6,228.34
29533	09/15/2021	Lassen County Fair	Stage Rental Refund	-1,000.00
29534	09/15/2021	TL Productions, Inc.	Additional Ribbons Ordered	-127.54
29535	09/15/2021	Eller, Michelle L.	9/15 Wages	-1,939.76
29536	09/15/2021	Luiz, Michael L.	9/15 Wages	-1,745.80
29537	09/15/2021	McMillen, Christopher D	9/15 Wages	-613.85
29538	09/15/2021	Munson, Cliff F.	9/15 Wages	-2,888.80
29539	09/16/2021	CDFA Fairs 93310	Fromt LED Sign Loan Payment	-735.21
29540	09/16/2021	Hue & Cry, Inc.	Office & Grounds Security	-191.50
29541	09/16/2021	Sinclair Broadcast Group	Fair Advertising	-500.00
29542	09/17/2021	J.P. Morgan	SPP & PST	-177.03
29543	09/17/2021	CalHR	PST Admin Fee	-2.17
29544	09/17/2021	Pacific Power	Power Service	-5,116.13
29545	09/17/2021	Scinto Group LLP	Balance due on 2020 Audit Review	-3,300.00
29546	09/17/2021	Bonnie Dombrowski	Outdoor Holiday Market Overpayment	-50.00
29547	09/20/2021	G&G Ace Hardware	Maintenance Supplies	-56.48
29548	09/20/2021	Yreka Transfer, LLC	Garbage Service	-290.00
29549	09/20/2021	Void	11300 - Banner Bank - Checking	0.00
29550	09/20/2021	KMVU-TV	Fair Advertising	-500.00
29551	09/20/2021	AT&T	Phone Service	-81.36
29552	09/21/2021	Nick Roetto	Storage Refund	-110.00

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10th DAA/Siskiyou Golden Fair

Check Detail

September 2021

29553	09/27/2021 Citi Cards	Partnership Supplies 19.55, Stage Repairs 666.69, Maintenance Supplies 23.91, Office Supplies 260.40, Postage 217.99	-1,188.54
29554	09/28/2021 Siskiyou Daily News	Fair Advertising	-55.00
29555	09/30/2021 Eiler, Michelle L.	9/30 Wages	-1,911.91
29556	09/30/2021 Luiz, Michael L.	9/30 Wages	-1,718.66
29557	09/30/2021 McMillen, Christopher D	9/30 Wages	-886.51
29558	09/30/2021 Munson, Cliff F.	9/30 Wages	-2,860.97
29559	09/30/2021 Eiler, Michelle L.	9/21 Health Benefit Pay	-226.99
29560	09/30/2021 Munson, Cliff F.	9/21 Health Benefit Pay	-240.11
29561	09/30/2021 SEIU Local 1000	BU 1 Union Dues	-90.00
29562	09/30/2021 Union Operating Engineers	BU 12 Union Dues	-57.94
29563	09/30/2021 City of Yreka	Water Service	-4,556.92
29564	09/30/2021 Verizon Wireless	Cell Phone Service	-78.93
			<hr/> -73,875.49

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10th DAA/Siskiyou Golden Fair

Summary Trial Balance

As of September 30, 2021

	Sep 30, 21	
	Debit	Credit
11100 · Petty Cash Fund	300.00	
11200 · Change Fund	500.00	
11210 · ATM Change Fund	4,340.00	
11300 · Banner Bank - Checking	390,051.65	
11400 · Mechanics Bank - Checking	1,354.00	
11500 · Banner Bank - Savings	79,243.83	
11610 · Tri Counties Bank - CD	36,107.92	
11620 · Mechanics Bank - CD	76,887.66	
11630 · PremierWest Bank - CD	0.00	
11700 · LAIF Account	615,352.67	
13100 · Accounts Receivable	110,752.81	
14300 · Deferred Expenses - General	7,810.60	
14999 · Undeposited Funds	0.00	
16000 · Deferred Outflows of Resources	159,831.58	
19000 · Construction in Progress	86,848.00	
19200 · Building and Improvements	0.00	
19201 · Accum Deprec - Buildings	0.00	
19300 · Equipment	482,473.26	
19301 · Accum Deprec - Equipment		364,121.09
19400 · Leasehold Improvements	3,637,381.90	
19401 · Accum Depre - Leasehold Improve		2,996,625.85
21000 · Payroll Liabilities	0.00	
21200 · Accounts Payable	0.00	
22100 · Social Security/Medicare Taxes	0.00	
22200 · PST/Deferred Compensation		77.70
22300 · Retirement Contributions	0.00	
22310 · Alternate Retirement Program	0.00	
22320 · Other Post-Employment Benefits		2,285.94
22400 · State Withholding Taxes	0.00	
22410 · NonResident Withholding	0.00	
22500 · Federal Withholding Taxes	0.00	
22610 · Medical Insurance	0.00	
22620 · Dental Insurance	0.00	
22630 · Union Dues	0.00	
22640 · Savings Plus Program	0.00	
22650 · Other Deductions - LTD, SDI		8.61
22700 · H/S Drug Fees Collected	0.00	
22800 · Deferred Income - General		4,950.00
24100 · Damage/Cleaning Deposits		700.00
24110 · Stage Maintenance		42,354.65
24200 · JFB Scholarship		4,153.43
24500 · Leave Liability		67,397.00
25000 · Long Term Debt (Front Sign)		2,940.60
25010 · SB 84 CalPers Loan		63,708.00
25500 · *Sales Tax Payable	0.00	
25600 · Deferred Inflows of Resources		18,460.53
26000 · Net Pension Liability		589,776.99
29000 · Net Resources - Capital Assets		777,059.46
29100 · Total Net Resources		849,225.20
29400 · UnrestrictedNetPosition-Pension	448,406.00	
30000 · Opening Bal Equity	0.00	
31200 · State Allocations		146,010.00
31300 · F&E Reimbursements		570.96
31900 · Capital Project Reimbursements	0.00	
32500 · One Time Revenue Source		162,891.00
33000 · Contributions from other Govern	0.00	
34000 · Other Funding-	0.00	
39000 · Retained Earnings	0.00	
41010 · Fair Admissions - Regular		90,903.00
41020 · Fair Admissions - Discounted		44,290.00
41510 · Commercial Space - Outside		9,805.00
41520 · Commercial Space - Inside		15,350.00
41525 · Commercial Space - Window		860.00
42100 · Carnival		59,908.80

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10th DAA/Siskiyou Golden Fair

Summary Trial Balance

As of September 30, 2021

	Sep 30, 21	
	Debit	Credit
42110 · Carnival - PreSale		48,764.00
42210 · Concessions - NonProfit		11,638.00
42220 · Concessions - Professional		53,939.42
42230 · Concessions - Alcohol		37,705.50
42300 · Concessions - Non Food		1,967.80
43100 · Exhibit Entry Fees		6,956.00
43200 · Awards Program		4,070.00
43400 · Other - Quilt Judge, Poultry		422.33
43410 · Shavings		2,667.00
44200 · H/S Entry Fees		2,122.00
44300 · Awards Program - H/S		100.00
44400 · Stall Fees		360.00
46100 · Rodeo		32,873.00
46400 · Destruction Derby		28,150.00
46500 · Thursday G/S Event Admissions	0.00	
46700 · Redneck Roundup		11,096.00
46800 · Online Ticket Sales (trans fee)		5,618.00
47500 · Junior Fair Board		974.76
47700 · Camping Fees		23,675.00
47810 · ATM Transaction Fees		1,342.00
47820 · Ice Service		4,382.50
47910 · Days		10,000.00
47930 · Grandstand		34,000.00
47940 · Ground		71,050.00
47950 · Rodeo		17,600.00
47105 · Sportsmens Expo & Carving		14,180.00
47106 · Holiday Gift Fair		595.00
47107 · Jackpot Livestock Show		13,748.00
47112 · Mothers Day Market		5,165.00
47505 · Other - NSF fees, Recycling		15.00
48000 · Interim Revenue	0.00	
48100 · Building Rentals		1,100.00
48110 · Storage (off season)		24,216.00
48200 · Grounds Rentals		17,050.00
48210 · Auto Racing		11,500.00
48215 · Kart Racing		4,150.00
48220 · Community Riding Program		200.00
48240 · Billboard		48,600.00
48300 · Equipment Rental/Labor		1,000.00
48310 · Front LED Sign		28,797.50
48500 · Utility Fee Reimbursement		1,584.39
49100 · Miscellaneous Income		833.69
49510 · Interest Earnings		1,680.53
49520 · Donations/Sponsorships		2,688.00
49530 · Other - Refunds/Reimb		1,469.01
49535 · ATM Transaction Fees (nonfair)		247.50
50100 · Admin Wages - Permanent	135,611.18	
50200 · Admin Wages - Temporary	4,238.50	
50310 · Employees Benefits	58,934.23	
50312 · OPEB Expense	2,212.19	
50320 · Payroll Taxes	9,951.98	
50330 · Worker's Compensation Insurance	14,899.74	
50500 · Director's Expense	43.00	
50600 · Travel/Training - Employees	468.00	
50700 · Office Supplies	3,527.54	
50800 · Telephone & Postage	2,668.83	
50900 · Dues & Subscriptions	2,615.00	
51000 · General Liability Insurance	19,773.54	
51010 · Property & Business Insurance	14,924.00	
51100 · Other Admin -	463.05	
51110 · Credit Card Fees (non fair)	1,911.22	
51120 · Office/Grounds Security	1,671.00	
51130 · Office Cleaning	875.00	
51140 · Computer Support	4,537.50	

6-12

10th DAA/Siskiyou Golden Fair

Summary Trial Balance

As of September 30, 2021

	Sep 30, 21	
	Debit	Credit
51150 · Statewide Property Inventory	352.50	
51200 · Unemployment Insurance	620.17	
51300 · Audit Expense	6,300.00	
52100 · Maint Wages - Permanent	42,441.66	
52200 · Maint Wages - Temporary	36,714.13	
52210 · Employee Benefits	13,441.12	
52212 · OPEB Expense	993.92	
52220 · Payroll Taxes	3,841.47	
52800 · Light, Heat, Water, Power	57,438.30	
52900 · Maintenance of Equipment	3,226.76	
52910 · Equipment Fuel & Insurance	9,623.05	
53000 · Maintenance of Bldgs & Grounds	17,662.88	
53050 · State Fire Marshall	2,040.00	
53100 · Trash Removal, Clean up	2,256.30	
53300 · Special Repairs & Maintenance	8,278.00	
54200 · Professional Services	1,000.00	
54400 · Advertising	7,813.08	
54500 · Promotional Expense	980.53	
54600 · Public Relations Expense	4,899.00	
54800 · Other - Billboard	6,480.00	
56101 · Attendance Wages - Temporary	5,729.50	
56120 · Payroll Taxes	190.06	
56200 · Professional Services	38,603.75	
56300 · Supplies and Expenses	1,512.12	
56310 · Ice Service	6,720.00	
56320 · Radio Rentals	473.00	
56400 · Other Attendance -	1,899.00	
57500 · Junior Fair Board	232.72	
57700 · Partnerships	1,038.17	
57810 · Streetsweeper	640.00	
57820 · Landfill Fees	825.73	
57900 · Commercial Exhibits/Concessions	1,000.00	
57105 · Sportsmens Expo	7,965.06	
57107 · Livestock Jackpot Show	9,838.01	
57110 · Non-Fair Wages - Temporary	240.50	
57112 · Mother's Day Market	1,197.55	
57125 · Payroll Taxes	3.49	
58100 · Cash Awards	11,147.00	
58200 · Trophies, Medals, Ribbons	6,109.02	
63101 · Exhibit Wages - Temporary	14,695.38	
63120 · Payroll Taxes	316.31	
63200 · Judges	5,009.80	
63300 · Professional Services	2,050.00	
63410 · Entry Office & Entry Fees	2,151.31	
63420 · Livestock & Small Animal	4,173.80	
63430 · Still Departments	403.34	
63700 · Other - Brand Inspection	277.80	
64101 · Horse Show Wages - Temporary	280.00	
64120 · Payroll Taxes	3.20	
64200 · Judges	600.00	
64300 · Professional Services	800.00	
64710 · Cash Awards	1,980.00	
64720 · Trophies, Medals, Ribbons	1,711.60	
65600 · Payroll Expenses	0.00	
66200 · Profesional Services	9,275.00	
66310 · Ticketing System & Fees	24,001.24	
66320 · Grounds Supplies	2,315.41	
66330 · Grandstand Supplies	114.10	
66400 · Rodeo	31,823.27	
66500 · Grounds Entertainment	41,012.00	
66700 · Destruction Derby	10,533.70	
66800 · Redneck Roundup	9,689.33	
80000 · Prior Year Operating Expenses	1,247.60	

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10th DAA/Siskiyou Golden Fair
Summary Trial Balance
As of September 30, 2021

	Sep 30, 21	
	Debit	Credit
81000 • Miscellaneous Expense	716.62	
85900 • Over/Under	811.00	
TOTAL	6,904,726.74	6,904,726.74

6-14
10th DAA/Siskiyou Golden Fair
Balance Sheet
As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
11100 · Petty Cash Fund	300.00
11200 · Change Fund	500.00
11210 · ATM Change Fund	4,340.00
11300 · Banner Bank - Checking	390,051.65
11400 · Mechanics Bank - Checking	1,354.00
11500 · Banner Bank - Savings	79,243.83
11600 · Cash in Time Deposits	
11610 · Tri Counties Bank - CD	36,107.92
11620 · Mechanics Bank - CD	76,887.66
Total 11600 · Cash in Time Deposits	112,995.58
11700 · LAIF Account	615,352.67
Total Checking/Savings	1,204,137.73
Other Current Assets	
13100 · Accounts Receivable	110,752.81
14300 · Deferred Expenses - General	7,810.60
16000 · Deferred Outflows of Resources	159,831.58
Total Other Current Assets	278,394.99
Total Current Assets	1,482,532.72
Fixed Assets	
19000 · Construction in Progress	86,848.00
19300 · Equipment	482,473.26
19301 · Accum Deprec - Equipment	-364,121.09
19400 · Leasehold Improvements	3,637,381.90
19401 · Accum Depre - Leasehold Improve	-2,996,625.85
Total Fixed Assets	845,956.22
TOTAL ASSETS	2,328,488.94
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
22200 · PST/Deferred Compensation	77.70
22300 · Retirement Contributions	
22320 · Other Post-Employment Benefits	2,285.94
Total 22300 · Retirement Contributions	2,285.94
22600 · Employee Deductions	
22650 · Other Deductions - LTD, SDI	8.61
Total 22600 · Employee Deductions	8.61
22800 · Deferred Income - General	4,950.00
24100 · Damage/Cleaning Deposits	700.00
24110 · Stage Maintenance	42,354.65
24200 · JFB Scholarship	4,153.43
24500 · Leave Liability	67,397.00
25000 · Long Term Debt (Front Sign)	
25010 · SB 84 CalPers Loan	63,708.00
25000 · Long Term Debt (Front Sign) - Other	2,940.60
Total 25000 · Long Term Debt (Front Sign)	66,648.60

6-15
10th DAA/Siskiyou Golden Fair
Balance Sheet
As of September 30, 2021

	Sep 30, 21
25600 · Deferred Inflows of Resources	18,460.53
26000 · Net Pension Liability	589,776.99
Total Other Current Liabilities	796,813.45
Total Current Liabilities	796,813.45
Total Liabilities	796,813.45
Equity	
29000 · Net Resources - Capital Assets	777,059.46
29100 · Total Net Resources	849,225.20
29400 · UnrestrictedNetPosition-Pension	-448,406.00
31200 · State Allocations	146,010.00
31300 · F&E Reimbursements	570.96
32500 · One Time Revenue Source	162,891.00
Net Income	44,324.87
Total Equity	1,531,675.49
TOTAL LIABILITIES & EQUITY	2,328,488.94

6-14

10th DAA/Siskiyou Golden Fair Profit & Loss Budget vs. Actual January through September 2021

	Jan - Sep 21	Budget	\$ Over Budget	% of Budget
Income				
41000 · Admissions Revenue	135,193.00	91,775.00	43,418.00	147.3%
41500 · Commercial Space Revenue	26,015.00	34,067.00	(8,052.00)	76.4%
42000 · Concessions Revenue	213,923.52	170,950.00	42,973.52	125.1%
43000 · Exhibit Revenue	14,115.33	17,393.00	(3,277.67)	81.2%
44000 · Horse Show Revenue	2,582.00	3,136.00	(554.00)	82.3%
46000 · Fair Attractions	77,737.00	54,000.00	23,737.00	144.0%
47000 · Miscellaneous Fair Revenue	163,024.26	198,685.00	(35,660.74)	82.1%
47005 · Miscellaneous Non-Fair Revenue	33,703.00	55,860.00	(22,157.00)	60.3%
48000 · Interim Revenue	138,197.89	169,573.00	(31,375.11)	81.5%
49100 · Miscellaneous Income	833.69			
49500 · Other Operating Revenue	6,085.04	12,150.00	(6,064.96)	50.1%
Total Income	811,409.73	807,589.00	3,820.73	100.5%
Gross Profit	811,409.73	807,589.00	3,820.73	100.5%
Expense				
50000 · Administration Expense	286,598.17	387,933.00	(101,334.83)	73.9%
52000 · Maintenance Expense	197,957.59	230,522.00	(32,564.41)	85.9%
54000 · Publicity Expense	21,172.61	29,960.00	(8,787.39)	70.7%
56000 · Attendance Operations	55,127.43	61,877.00	(6,749.57)	89.1%
57000 · Miscellaneous Fair Expenses	3,736.62	7,850.00	(4,113.38)	47.6%
57005 · Miscellaneous Non-Fair Expenses	19,244.61	32,380.00	(13,135.39)	59.4%
58000 · Premiums Expense (not H/S)	17,256.02	16,500.00	756.02	104.6%
63000 · Exhibits Expense	29,077.74	31,801.00	(2,723.26)	91.4%
64000 · Horse Show Expense	5,374.80	6,041.00	(666.20)	89.0%
65600 · Payroll Expenses	0.00			
66000 · Fair Entertainment Expense	128,764.05	116,623.00	12,141.05	110.4%
80000 · Prior Year Operating Expenses	1,247.60			
81000 · Miscellaneous Expense	716.62			
85000 · Cash (Over)/Under	811.00			
90000 · Depreciation Expense	0.00	99,985.00	(99,985.00)	0.0%
Total Expense	767,084.86	1,021,472.00	(254,387.14)	75.1%
Net Income	44,324.87	(213,883.00)	258,207.87	(20.7)%

6-17
10TH DISTRICT AGRICULTURAL ASSOCIATION
SISKIYOU GOLDEN FAIRGROUNDS

As of September 30, 2021

Account Description	Account Number	2020 STOP	2021 Budget	2021 Actual	Bud vs Act Difference
ADMISSIONS REVENUE:					
Regular Fair Admissions	41010	\$0	\$80,205	\$90,903	\$10,698
Discounted Fair Admissions	41020	\$0	\$11,570	\$44,290	\$32,720
COMMERCIAL SPACE REVENUE:					
Outside Commercial Space	41510	\$0	\$12,825	\$9,805	(\$3,020)
Inside & Window Commercial Space	41520	\$0	\$21,242	\$16,210	(\$5,032)
CONCESSIONS REVENUE:					
Carnival	42100	\$0	\$37,500	\$59,909	\$22,409
Carnival - PreSale	42110	\$0	\$37,500	\$48,764	\$11,264
Food Concessions (local, prof, alcohol)	42200	\$0	\$91,200	\$103,283	\$12,083
Non-Food Concessions	42300	\$0	\$4,750	\$1,968	(\$2,782)
EXHIBITS REVENUE:					
Entry Fees	43100	\$0	\$7,125	\$6,956	(\$169)
Donated & Sponsored Awards	43200	\$0	\$6,500	\$4,070	(\$2,430)
Other - Quilt Judge Donation, Poultry Inspection	43410	\$0	\$300	\$422	\$122
Other - Shavings	43420	\$0	\$3,468	\$2,667	(\$801)
HORSE SHOW REVENUE:					
Entry Fees	44200	\$0	\$2,328	\$2,122	(\$206)
Donated & Sponsored Awards	44300	\$0	\$428	\$100	(\$328)
Stall Fees	44400	\$0	\$380	\$360	(\$20)
FAIR ATTRACTION REVENUE:					
Rodeo Admissions & Entries	46100	\$0	\$24,000	\$32,873	\$8,873
Destruction Derby Admissions & Entries	46400	\$0	\$21,000	\$28,150	\$7,150
Other Event Admission	46500	\$0	\$0	\$0	\$0
Redneck Roundup Admissions & Entries	46700	\$0	\$9,000	\$11,096	\$2,096
Ticket Transaction Fees	46800			\$5,618	\$5,618
MISCELLANEOUS FAIR REVENUE:					
Parking	47100	\$0	\$0	\$0	\$0
Pocket Schedule Advertising	47200	\$0	\$1,900	\$0	(\$1,900)
Utility Fee Reimbursement (Stock Trucks)	47300	\$0	\$0	\$0	\$0
Exhibitor Handbook Advertising	47400	\$0	\$0	\$0	\$0
Junior Fair Board	47500	\$1,290	\$1,000	\$975	(\$25)
Camping Fees (Fairtime)	47700	\$0	\$23,750	\$23,675	(\$75)
Other - ATM Transactions	47810	\$0	\$1,045	\$1,342	\$297
Other - Ice Service	47820	\$0	\$3,990	\$4,383	\$393
Sponsorships	47900	\$0	\$167,000	\$132,650	(\$34,350)
MISCELLANEOUS NON-FAIR REVENUE:					
Sportsmens Expo	47105	\$1,000	\$34,200	\$14,180	(\$20,020)
Holiday Gift Fair	47206	\$2,875	\$7,125	\$595	(\$6,530)
Jackpot Show	47107	\$0	\$14,250	\$13,748	(\$502)
Livestock Grading Event	47111	\$3,801	\$0	\$0	\$0

6-18

Account Description	Account Number	2020 STOP	2021 Budget	2021 Actual	Bud vs Act Difference
Music Festival/Fair Fundraiser	47409	\$0	\$0	\$0	\$0
Mother's Day Market	47112	\$0	\$0	\$5,165	\$5,165
Other - soda machine, NSF fees, recycle	47505	\$235	\$285	\$15	(\$270)
INTERIM REVENUE:					
Rental of Buildings	48100	\$275	\$9,338	\$1,100	(\$8,238)
Storage	48110	\$27,698	\$30,400	\$24,216	(\$6,184)
Grounds Rentals	48200	\$15,840	\$19,000	\$17,050	(\$1,950)
Auto Racing	48210	\$13,570	\$7,485	\$11,500	\$4,015
Kart Racing	48215	\$4,000	\$4,750	\$4,150	(\$600)
Community Riding Program	48220	\$1,000	\$475	\$200	(\$275)
Billboard	48240	\$64,800	\$64,800	\$48,600	(\$16,200)
Equipment Rentals	48300	\$0	\$1,500	\$1,000	(\$500)
Front Sign Rentals	48310	\$24,556	\$28,500	\$28,798	\$298
Utility Fee Reimbursement	48500	\$3,484	\$3,325	\$1,584	(\$1,741)
Other	48700	\$0	\$0	\$0	\$0
PRIOR YEAR ADJUSTMENT:	49000	\$5,552	\$0	\$0	\$0
Miscellenaous Income	49100			\$834	\$834
OTHER OPERATING REVENUE:					
Interest Earnings	49510	\$12,008	\$12,000	\$1,681	(\$10,319)
Donations/Sponsorships (General)	49520	\$60,020	\$0	\$2,688	\$2,688
Other - refunds, atm fees	49530	\$313	\$150	\$1,717	\$1,567
TOTAL REVENUES:		\$242,317	\$807,587	\$811,410	\$3,823
ADMINISTRATION EXPENSE:					
Salaries & Wages - Permanent	50100	\$174,170	\$175,596	\$135,611	(\$39,985)
Salaries & Wages - Temporary	50200	\$0	\$6,930	\$4,239	(\$2,692)
Compensated Absences Expense	50300	\$6,515	\$17,000		(\$17,000)
Employee Benefits - Employer's Share	50310	\$79,152	\$26,446	\$58,934	\$32,488
Pension Expense	50311	\$0	\$48,454		(\$48,454)
OPEB Expense	50312	\$7,695	\$8,077	\$2,212	(\$5,865)
Payroll Taxes	50320	\$12,733	\$13,733	\$9,952	(\$3,781)
Worker's Compensation Insurance	50330	\$9,374	\$15,273	\$14,900	(\$373)
Director's Expense	50500	\$0	\$0	\$43	\$43
Traveling/Training Expense - Employees	50600	\$5,865	\$7,000	\$468	(\$6,532)
Office Supplies and Expense	50700	\$8,023	\$5,000	\$3,528	(\$1,472)
Telephone and Postage	50800	\$3,448	\$4,000	\$2,669	(\$1,331)
Dues and Subscriptions	50900	\$2,797	\$2,800	\$2,615	(\$185)
Insurance (General Liability)	51000	\$12,640	\$19,774	\$19,774	(\$0)
Property & Business Insurance	51010	\$14,909	\$15,000	\$14,924	(\$76)
Revenue Protection Program	51020	\$3,000	\$0	\$0	\$0
Other - bank fees, miscellaneous, legal	51100	\$5,518	\$8,000	\$463	(\$7,537)
Credit Card Fees (non fair)	51110	\$1,073	\$1,000	\$1,911	\$911
Office & Grounds Security	51120	\$2,303	\$2,300	\$1,671	(\$629)
Office Cleaning	51130	\$270	\$1,200	\$875	(\$325)
Computer Support Services	51140	\$3,227	\$3,500	\$4,538	\$1,038
Statewide Property Inventory	51150	\$331	\$350	\$353	\$3

6-19

Account Description	Account Number	2020 STOP	2021 Budget	2021 Actual	Bud vs Act Difference
Unemployment Insurance	51200	\$792	\$500	\$620	\$120
Audit Expense	51300	\$6,000	\$6,000	\$6,300	\$300
MAINTENANCE & GENERAL OPERATIONS:					
Salaries & Wages - Permanent	52100	\$55,490	\$55,820	\$42,442	(\$13,378)
Salaries & Wages - Temporary	52200	\$2,230	\$48,840	\$36,714	(\$12,126)
Employee Benefits - Employer's Share	52210	\$18,336	\$1,824	\$13,441	\$11,617
Pension Expense	52211	\$0	\$15,292		(\$15,292)
OPEB Expense	52212	\$3,205	\$2,568	\$994	(\$1,574)
Payroll Taxes	52220	\$4,314	\$4,978	\$3,841	(\$1,137)
Light, Heat, Water and Power	52800	\$44,529	\$70,000	\$57,438	(\$12,562)
Maintenance of Equipment (Supplies)	52900	\$1,619	\$6,000	\$3,227	(\$2,773)
Fuel & Insurance for Equipment	52910	\$6,450	\$8,500	\$9,623	\$1,123
Maintenance of Bldg & Grounds (Supplies)	53000	\$9,254	\$11,000	\$17,663	\$6,663
State Fire Marshall Inspections	53050	\$1,699	\$1,000	\$2,040	\$1,040
Trash Removal, Clean up (Contractual)	53100	\$1,918	\$1,700	\$2,256	\$556
Special Repairs -	53300	\$2,942	\$3,000	\$8,278	\$5,278
PUBLICITY EXPENSE:					
Professional Services (Contractual)	54200	\$0	\$1,000	\$1,000	\$0
Advertising (fair, interim events)	54400	\$1,963	\$10,000	\$7,813	(\$2,187)
Promotional Expense (mixer, shirts/hats)	54500	\$0	\$1,000	\$981	(\$19)
Public Relations Expense (website)	54600	\$4,899	\$5,000	\$4,899	(\$101)
Other - billboard expense/percentage	54800	\$12,960	\$12,960	\$6,480	(\$6,480)
ATTENDANCE OPERATIONS:					
Salaries & Wages - Temporary	56101	\$0	\$12,812	\$5,730	(\$7,083)
Payroll Taxes	56120	\$0	\$215	\$190	(\$25)
Professional Services (Contractual)	56200	\$0	\$40,200	\$38,604	(\$1,596)
Supplies and Expenses	56300	\$494	\$3,500	\$1,512	(\$1,988)
Ice Service	56310	\$0	\$4,500	\$6,720	\$2,220
Radio Rentals	56320	\$0	\$450	\$473	\$23
Other - Lodging	56400	\$0	\$200	\$1,899	\$1,699
MISCELLANEOUS FAIR EXPENSES:					
Exhibitor Handbook Printing	57400	\$0	\$500	\$0	(\$500)
Junior Fair Board	57500	\$743	\$1,000	\$233	(\$767)
Sponsorships	57700	\$0			\$0
Banners & Supplies	57710	\$32	\$2,000	\$1,038	(\$962)
BBQ Supplies & Expense	57720	\$0	\$2,000	\$0	(\$2,000)
Other	57800	\$0			\$0
Streetsweeper	57810	\$0	\$550	\$640	\$90
Landfill Fees	57820	\$0	\$800	\$826	\$26
Commercial Exhibits & Concessions	57900	\$0	\$1,000	\$1,000	\$0
MISCELLANEOUS NON-FAIR PROGRAMS:					
Salaries & Wages - Temporary	57110	\$0	\$611	\$241	(\$371)
Payroll Taxes	57125	\$0	\$9	\$3	(\$6)
Sportsmens Expo	57405	\$64	\$21,000	\$7,965	(\$13,035)
Holiday Gift Fair	57505	\$1,059	\$760		(\$760)
Jackpot Show	57508	\$1,091	\$10,000	\$9,838	(\$162)

6-20

Account Description	Account Number	2020 STOP	2021 Budget	2021 Actual	Bud vs Act Difference
Livestock Grading Event	57111	\$16,935	\$0	\$0	\$0
Mother's Day Outdoor Market	57112			\$1,198	\$1,198
Other - billboard commission/soda stock	57605	\$0	\$0		\$0
PREMIUMS EXPENSE (excluding Horse Show):					
Cash Awards	58100	\$0	\$10,000	\$11,147	\$1,147
Trophies, Medals, Ribbons	58200	\$0	\$6,500	\$6,109	(\$391)
Sponsored Cash Awards	58300	\$0	\$0	\$0	\$0
EXHIBITS EXPENSE:					
Salaries & Wages - Temporary	63101	\$0	\$18,384	\$14,695	(\$3,689)
Payroll Taxes	63120	\$0	\$267	\$316	\$49
Judges (Contractual)	63200	\$0	\$6,500	\$5,010	(\$1,490)
Professional Services (Contractual)	63300	\$0	\$0	\$2,050	\$2,050
Supplies and Expenses (entry office, depts)	63400	\$0			\$0
Entry Office & Entry Fees	63410	\$572	\$2,000	\$2,151	\$151
Livestock & Small Animal	63420	\$0	\$4,000	\$4,174	\$174
Still Exhibit Departments	63430	\$0	\$400	\$403	\$3
Other - brand inspection	63700	\$0	\$250	\$278	\$28
HORSE SHOW EXPENSE (including Premiums):					
Salaries & Wages - Temporary	64101	\$0	\$385	\$280	(\$105)
Payroll Taxes	64120	\$0	\$6	\$3	(\$3)
Judges (Contractual)	64200	\$0	\$800	\$600	(\$200)
Professional Services (Contractual)	64300	\$0	\$800	\$800	\$0
Supplies and Expense	64400	\$0	\$0	\$0	\$0
Cattle Fees	64500	\$0	\$250	\$0	(\$250)
Cash Awards	64710	\$0	\$2,000	\$1,980	(\$20)
Trophies, Medals, Ribbons	64720	\$0	\$1,800	\$1,712	(\$88)
Sponsored Cash Awards	64730	\$0	\$0		\$0
FAIR ENTERTAINMENT EXPENSE:					
Professional Services (Contractual)	66200			\$9,275	\$9,275
Supplies and Expenses	66300	\$0			\$0
Ticketing System & Fees	66310	\$238	\$8,000	\$24,001	\$16,001
Grounds	66320	\$0	\$1,500	\$2,315	\$815
Grandstand	66330	\$0	\$1,200	\$114	(\$1,086)
Rodeo (Friday)	66400	\$0	\$31,000	\$31,823	\$823
Grounds Entertainment	66500	\$0	\$49,048	\$41,012	(\$8,036)
Thursday Event	66600	\$0	\$0	\$0	\$0
Destruction Derby (Saturday)	66700	\$0	\$8,100	\$10,534	\$2,434
Redneck Roundup (Thursday)	66800	\$0	\$8,500	\$9,689	\$1,189
PRIOR YEAR OPERATING EXPENSE ADJUSTMENT:				\$1,248	\$1,248
Miscellaneous Expense	81000	\$543	\$0	\$717	\$717
CASH SHORTAGES & OVERAGES:					
Ticket Sales	85100	\$0	\$0	\$811	\$811
Grandstand Event Sales	85200	\$0	\$0	\$0	\$0
Other	85900	\$0	\$0	\$0	\$0
TOTAL EXPENSES:		\$553,412	\$912,212	\$767,085	(\$145,127)

6-21

Account Description	Account Number	2020 STOP	2021 Budget	2021 Actual	Bud vs Act Difference
NET OPERATING PROFIT/(LOSS) BEFORE FUNDING		(\$311,094)	(\$104,625)	\$44,325	\$148,950
LOCAL (BASE) ALLOCATION:		\$42,009	\$42,009	\$146,010	\$104,001
OTHER FUNDS - Training Allocation		\$2,661	\$2,661	\$571	(\$2,090)
OTHER FUNDS - Capital Project Reimbursements		\$41,000			\$0
OTHER FUNDS - AB1499/CalFire Housing		\$395,520		\$162,891	\$162,891
NET PROFIT/(LOSS) AFTER FUNDING		\$170,096	(\$59,955)	\$353,797	

Above figures do not include depreciation expense that is calculated at year end.

EXPLANATIONS:

COVID-19 - 2020 Fair Cancelled, held Livestock Grading Event instead

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STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

GROUND SPACE SUBLEASE

Location of Subleased Premises: SISKIYOU GOLDEN FAIRGROUNDS 1712 FAIRLANE ROAD YREKA, CA 96097
Agency: 10 TH DISTRICT AGRICULTURAL ASSOCIATION

Sublease No.: L-XXXX

SUBLESSEE: Karuk Tribe

This Sublease, dated for reference purposes only, [ENTER DATE], is made by and between the State of California, acting by and through the **10th District Agricultural Association (10th DAA)** and the approval of Director of the **Department of General Services (DGS)**, hereinafter collectively referred to as **STATE**, and the **Karuk Tribe**, a federally-recognized Indian tribe, hereinafter referred to as **SUBLESSEE**. The **STATE** and **SUBLESSEE** are collectively referred to herein as **PARTIES**.

RECITALS

WHEREAS, pursuant to California Food and Agricultural Code Section 4051(a)(12), the 10th DAA, with the approval of the Director of General Services, is authorized to lease real property for any purpose; and

WHEREAS, the 10th DAA leases from the County of Siskiyou certain real property located at 1712 Fairlane Road, Yreka, in the County of Siskiyou, State of California, commonly referred to as Siskiyou Golden Fairgrounds, pursuant to the Sublease Agreement, dated July 3, 2001 and expiring on January 31, 2051, attached hereto as Exhibit "C"; and

WHEREAS, SUBLESSEE desires to enter into a ground sublease to construct and operate an electronic billboard on a portion of the Fairgrounds; and

WHEREAS, it is in the best interests of the STATE that such a sublease be consummated between the STATE and SUBLESSEE on the terms and conditions herein contained; and

WHEREAS, SUBLESSEE is a federally-recognized Indian tribe with all the privileges and immunities of federal recognition, and conducts various business services including Class III gaming pursuant to a Class III Tribal-State Gaming Compact with the State of California, a gift shop selling gifts, food, tobacco and other products, and related businesses including a gas service station and a planned hotel and conference center on its Indian land within the City of Yreka (together, the "Business Services"); and

WHEREAS, SUBLESSEE will enter into a contract for the construction and maintenance of the electronic billboard with Jones Sign Co., Inc., an independent contractor with its headquarters in De Pere, Wisconsin ("Contractor").

NOW THEREFORE, the parties agree to the provisions of the Sublease set forth herein as follows:

Section 1: Site Specific Provisions
Section 2: Ground Sublease Specific Provisions
Section 3: Standard Provisions

Page 1 of 15
Sublease No. L-

XXXX

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STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 –SITE SPECIFIC PROVISIONS

WITNESSETH:

**PROPERTY
DESCRIPTION**

1. STATE does hereby sublease to SUBLESSEE, and SUBLESSEE hereby hires from STATE, upon the terms, agreements, and conditions hereinafter set forth, exclusive use of those certain Premises located at the Siskiyou Golden Fairgrounds, 1712 Fairlane Road, Yreka, in the County of Siskiyou, State of California, (hereinafter referred to as "Premises"), together with non-exclusive use of certain other areas, all as shown on Exhibit "A", attached hereto, and more particularly described as follows:

SUBLESSEE's Facilities: approximately 10' by 10' of ground space at the corner of Fairlane Road and Sharps Road to remove the currently existing billboard and construct a 14' x 48' double-facing, full-color, electronic billboard on top of the existing billboard pedestal, and pursuant to the approved submitted plans attached hereto as Exhibit "B".

USE

2. The Premises shall be used by SUBLESSEE during the Term hereof for the purpose of constructing and operating an electronic billboard with content solely advertising the Business Services as defined above (the "Sublease Purpose").

SUBLESSEE shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force, solely pertaining to SUBLESSEE's use of the Premises, subject to the limitations in Section 4.

TERM

3. (a) The First Term of this Sublease shall commence upon the first day of the month following the Notice to Proceed date which will follow SUBLESSEE's receipt of all local, STATE and Federal Permits and approvals ("Commencement Date"); and shall end ten (10) years from the Commencement Date ("Termination Date").

(b) SUBLESSEE shall have two (2) options to renew this Sublease for ten (10) year terms through January 31, 2051, with ninety (90) days advance written notice to STATE. The Parties shall meet and negotiate in good faith at least 90 days prior to the expiration date to renew the Sublease upon a renegotiated monthly rent based on fair market value. Renewal of this Sublease for each option period shall be in a writing, signed by the Parties.

RENT PAYMENTS

4. STATE has determined the monthly "Fair Market Rent" for the use of the Premises to be in the sum of \$6,000, increasing by 3% annually.

SUBLESSEE shall make rental payments beginning on the Commencement Date for the Premises monthly, in advance, on the first day of each month as follows:

<u>Term</u>	<u>Rent Payable Monthly</u>
Year 1	\$6,000
Year 2	\$6,180
Year 3	\$6,365
Year 4	\$6,556
Year 5	\$6,753
Year 6	\$6,956
Year 7	\$7,165
Year 8	\$7,380
Year 9	\$7,601
Year 10	\$7,823

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STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 –SITE SPECIFIC PROVISIONS

SUBLESSEE's payments shall display State's Sublease Number L-XXXX and shall be mailed to the following address:

10th District Agricultural Association
Attn: Accounts Receivable - (L-XXXX)
1712 Fairlane Road
Yreka, California 96097

SUBLESSEE acknowledges that rent and past due rent shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by SUBLESSEE.

UTILITIES

5. SUBLESSEE agrees to install the needed utility infrastructure and separately meter the Premises for all utility costs such as electricity and in connection with SUBLESSEE'S use of the Premises during the term of this Sublease. ~~This expense excludes trash pick-up.~~ Utility payments shall be made payable to and sent directly to the utility provider. STATE shall not provide such services, and shall have no responsibility for the existence or lack of existence of utilities or any other services to the Premises.

SUBLESSEE's use of the Premises shall comply with energy conservation measures required by law, or reasonably required by STATE as the result of an energy crisis. STATE shall not be liable to SUBLESSEE for failure to provide utilities for causes beyond STATE's control.

CONSTRUCTION OF IMPROVEMENTS

6. (a) SUBLESSEE shall remove the existing billboard on the Premises and construct at its sole cost and expense the improvements as described in Exhibit "B", DESIGN OF ELECTRONIC BILLBOARD. While constructing improvements, SUBLESSEE shall not materially deviate from the final plans without first obtaining written approval from STATE. Except as set forth in this Item 6(a) and in Item 6(e) below, no material modifications or alterations to Plans shall be valid unless they are in writing and approved by STATE. All work to be done by SUBLESSEE shall be performed substantially in accordance with the approved plans unless otherwise approved in writing by STATE, which approval shall not be unreasonably withheld.
- (b) All improvements set forth in the final plans shall be completed in a lawful manner and in conformity with all applicable laws, ordinances and regulations.
- (c) SUBLESSEE shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by SUBLESSEE and shall indemnify, hold harmless and defend STATE and the State of California from any such liens and encumbrances arising out of any work performed or materials furnished by or at the direction of SUBLESSEE or contractors of SUBLESSEE. Notice is hereby given that STATE and the State of California shall not be liable for any work or materials furnished to SUBLESSEE on credit and no mechanic's or other lien for any such work or materials shall attach to or affect STATE's interest in the Premises based on any work or material supplied to SUBLESSEE or anybody claiming through SUBLESSEE. SUBLESSEE shall, within thirty (30) days after being furnished notice of the filing of any such lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien, STATE shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that STATE deems proper for its protection, and the protection of the Premises from liens.

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STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 –SITE SPECIFIC PROVISIONS

CONSTRUCTION OF IMPROVEMENTS CONT

(d) Prior to the commencement of construction of the improvements described above, SUBLESSEE shall furnish STATE a payment and performance bond of a surety corporation licensed to transact business by the State of California, the purpose of which is to assure the timely completion of such improvements in a form satisfactory to STATE, with the person selected by SUBLESSEE to perform the construction work to be named as principal, in a sum not less than one hundred percent (100%) of the total contract cost of construction of such improvements, guaranteeing the payment for all materials, provisions provided, supplies and equipment used in, upon, for or about the performance of said work.

(e) SUBLESSEE shall not call on STATE to make any improvement on said Premises, but SUBLESSEE agrees to keep SUBLESSEE'S improvements in good order and condition at its own expense. Notwithstanding the foregoing, the STATE shall promptly repair any damage to improvements resulting from the STATE's installation, operation, maintenance, or removal of its equipment or, at SUBLESSEE's option, SUBLESSEE may make such repairs and deduct the cost thereof from the ongoing rental obligation of SUBLESSEE under this Sublease.

NOTICES

7. All notices or other communications requires or permitted hereunder shall be in writing, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

SUBLESSEE: **KARUK TRIBE**
Attn: EXECUTIVE DIRECTOR
64236 Second Ave
Happy Camp, CA 96039

With Copies to: **Mike Rose**
General Manager
Rain Rock Casino
777 Casino Way
Yreka, CA 96097
Phone: 530-777-RAIN

STATE **DEPARTMENT OF GENERAL SERVICES**
Real Estate Services Division
P. O. Box 989052
West Sacramento, CA 95798-9052
Phone: (916) 375-4025

With Copies to: **10th DISTRICT AGRICULTURAL ASSOCIATION**
Attn: Chief Executive Officer
Siskiyou Golden Fairgrounds
1712 Fairlane Road
Yreka, CA 96097
Phone: (530) 842-2767

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STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 -SITE SPECIFIC PROVISIONS

NOTICES CONT

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. SUBLESSEE is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

PROPERTY INSPECTIONS

8. SUBLESSEE has visited and inspected the Premises and it is agreed that the area described herein is only approximate in size and the STATE does not hereby warrant or guarantee the actual area included hereunder.

HOLDING OVER & SUBLEASE RENEWAL

9. The use of the Premises after the expiration or termination of this Sublease shall constitute a month to month tenancy, and all other terms and conditions of this Sublease shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject, at the STATE's sole discretion, to a rent increase of five percent (5%) of the ending rent, payable monthly in advance.

ASSIGNMENT

10. SUBLESSEE shall be entitled to assign this Sublease during the term hereof, provided that the improvements on the Premises are not subject to any lien or other charge superior to the interest of the STATE. Any such assignment shall be subject to prior approval of the assignee by the STATE, which approval shall not unreasonably be withheld.

End of Section 1

XXXX

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SECTION 2 – GROUND SUBLEASE SPECIFIC PROVISIONS

1. ROAD ACCESS AND FEES.

SUBLESSEE agrees to the following terms and conditions regarding the use of any access road:

(a) SUBLESSEE shall exercise its right personally or through its authorized agents, employees, contractors, and Permitted Users whenever it is necessary.

(b) SUBLESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, SUBLESSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

2. REGULATION BY STATE.

STATE shall have the full power and right to determine and regulate the operations of the SUBLESSEE at the premises insofar as they affect the operations, safety, and effective use of STATE activities conducted at the same location.

All contractors, agents, employees, representatives, or licensees of the SUBLESSEE shall be subject to the rules and regulations of the STATE, solely as they relate to conduct on the grounds, security, and general use of facilities and limited to the Premises subject to the limitations in Section 4.

SUBLESSEE will conduct its operations in such a manner so as to minimize any interference with the activities associated with the site.

3. RIGHT TO ENTER.

While the Sublease is in force, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful STATE purposes.

4. EXCAVATION

In making any excavation and/or installation of equipment on the Premises and/or easement areas, SUBLESSEE shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation

and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

5. DISPOSITION OF SUBLESSEE'S PERSONAL PROPERTY.

(a) During the term of this Sublease, all improvements, equipment, and other personal property placed in, upon, or under the Premises by SUBLESSEE shall remain the property of SUBLESSEE.

(b) Upon expiration or termination of this Sublease, SUBLESSEE may, with written consent of STATE, abandon in place any and all of SUBLESSEE's improvements, equipment, and other personal property, whereupon, as abandoned, said improvements shall become an integral part of the Premises. ~~title to said improvements will vest in STATE at no cost to the STATE.~~

Commented [VC1]: To mirror language at paragraph 5 of the Sublease between the County and DAA. Paragraph 6 of that Sublease provides the DAA the option to remove improvements upon expiration of that agreement.

(c) STATE may demand that SUBLESSEE remove the improvements and restore the Premises to preSublease conditions, within ninety (90) days of the expiration of the Sublease, at the sole cost and expense of SUBLESSEE.

(c) Should SUBLESSEE fail to remove said improvements within ninety (90) days after expiration of the Sublease and restore Premises to its original condition upon STATE demand, STATE may do so at the risk of SUBLESSEE. Upon written demand by STATE, SUBLESSEE shall immediately pay all costs and expenses of the removal of SUBLESSEE's improvements, equipment, and other personal property and the restoration of Premises to its preSublease condition.

6. REPAIR AND MAINTENANCE.

(a) SUBLESSEE shall maintain said Premises and improvements in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities.

(b) SUBLESSEE agrees to maintain and repair the Premises and improvements at their sole cost and expense.

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SECTION 2 – GROUND SUBLEASE SPECIFIC PROVISIONS

7. CONDITION OF PREMISES.

SUBLESSEE is aware of the current condition of the Premises and accepts the Premises in "as is" condition. SUBLESSEE accepts the Premises as being in good condition and repair, unless otherwise specified in writing to STATE, and agrees that on the last day of the term, or sooner termination of this Sublease, to surrender up to STATE the Premises, with any appurtenances or improvements approved by STATE, in the same condition as when received.

8. EMERGENCY PREPAREDNESS.

SUBLESSEE agrees to be responsible for maintaining an emergency preparedness program for SUBLESSEE. SUBLESSEE shall not rely on STATE to provide food or supplies during a local or area wide disaster. STATE will, if time and material allow, assist SUBLESSEE during a disaster.

9. FIRE/POLICE PROTECTION.

SUBLESSEE is a separate and distinct entity from the STATE and shall so inform the local Fire and Police Agencies. The STATE shall in no

way be responsible or liable for such protection to SUBLESSEE.

10. SUBLESSEE GUARANTEES.

SUBLESSEE hereby guarantees, for the term of this Sublease any and all work or services performed by SUBLESSEE or SUBLESSEE'S properly qualified or authorized agents, employees, and contractors, in order to accomplish the installation and/or maintenance of the facilities.

~~11. CUSTODIAL AND TRASH.~~

~~SUBLESSEE shall have or hire custodial services sufficient to maintain the Premises in a clean and well-maintained condition.~~

~~SUBLESSEE shall pick up trash and debris at Premises and deposit trash in trash bins provided by STATE. STATE shall, at its expense, arrange for trash disposal for the contents of SUBLESSEE as part of its regularly scheduled trash collection.~~

End of Section 2

XXXX

SECTION 3 – STANDARD PROVISIONS**1. PERMITS AND APPROVALS.**

STATE and SUBLESSEE agree that SUBLESSEE'S ability to use the Premises is dependent upon SUBLESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party related to the construction and use of the Premises. State will cooperate with SUBLESSEE, at no expense to STATE, in SUBLESSEE'S effort to obtain such approvals in connection with said permits, licenses or other approvals.

2. SUBLEASE MODIFICATION FEES.

An administration fee shall be assessed for any action originated by SUBLESSEE requiring Sublease administration or technical review staff work by STATE which result in an amendment to, or assignment of this Sublease. To initiate such services, SUBLESSEE must submit a written request to STATE. The administration fee will be assessed at the prevailing rate in effect at the time the request is received.

3. DEFAULT.

SUBLESSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of SUBLESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of SUBLESSEE to be kept and performed, the State shall give written notice to SUBLESSEE of the alleged default and, in the event of a monetary default, SUBLESSEE shall have thirty (30) business days from the date of such notice to cure such default or, in the event of a non-monetary default, SUBLESSEE shall have forty-five (45) days to cure such default, and if such default continues after the time required herein, this Sublease may, at the STATE'S reasonable discretion, be terminated.

In the event of termination of this Sublease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at SUBLESSEE'S expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this Sublease pursuant to this Paragraph, the STATE shall not be required to pay SUBLESSEE any sum or sums whatsoever.

4. COMPLIANCE WITH LAWS.

SUBLESSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances

and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force, solely pertaining to the Premises and use of the Premises as provided by this Sublease and pursuant to Section 4.

5. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of SUBLESSEE to do, or perform work, or any part thereof, or any act or thing in this Sublease provided to be done and performed by SUBLESSEE, STATE will, at its option, have the right to do and perform the same, and SUBLESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

6. RIGHTS RESERVED BY STATE.

(a) STATE reserves the right to use the Premises (not including property installed, erected or constructed by SUBLESSEE) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said Premises in such manner as not to create any unreasonable interference with the exercise of the rights granted to SUBLESSEE.

(b) Any grant herein contained is subject to all valid and existing contracts, Subleases, licenses, easements, encumbrances and claims of title which may affect said facility that do not interfere with the Sublease Purpose.

(c) No priority or other rights will attach to the use of any space in STATE'S building or on said facility.

7. ACTS OF NATURE.

If any of SUBLESSEE'S improvements or equipment are destroyed by acts of nature, SUBLESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. SUBLESSEE shall immediately notify STATE of such items and the date the replacement is completed.

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SECTION 3 – STANDARD PROVISIONS

8. HAZARDOUS WASTE.

SUBLESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Sublease pertaining to the use, storage, transportation, and disposal of any hazardous substance, at, to, or from the Premises, as that term is defined in such applicable law.

(a) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the SUBLESSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the SUBLESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the SUBLESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the SUBLESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the SUBLESSEE or any person acting under SUBLESSEE'S direct control and authority, SUBLESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

9. VACATING THE PREMISES.

SUBLESSEE shall, on the last day of said term or sooner termination of this Sublease, peaceably and quietly leave, surrender, and yield up to STATE, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

10. RECOVERY OF LEGAL FEES.

If action is brought by either Party for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights arising under this Sublease, the prevailing party shall be entitled to such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

11. AMERICANS WITH DISABILITIES ACT.

Solely with regard to the Premises, SUBLESSEE shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications. By signing this Sublease, SUBLESSEE assures STATE that, Solely with regard to the Premises, it will comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

12. TAXES AND ASSESSMENTS.

SUBLESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Sublease. It is understood that this Sublease may create a possessory interest subject to property taxation and SUBLESSEE may be subject to the payment of property taxes levied on such interest.

13. NON-DISCRIMINATION.

Solely with regard to the Premises and subject to the limitations in Section 4, SUBLESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Solely with regard to the Premises and subject to the limitations in Section 4, SUBLESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Solely with regard to the Premises and subject to the limitations in Section 4, SUBLESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Solely with regard to the Premises and subject to the limitations in

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SECTION 3 – STANDARD PROVISIONS

Section 4, SUBLESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) 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 GC 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 Sublease by reference and made a part thereof as if set forth in full. SUBLESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, if applicable on the Premises, SUBLESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (GC, Section 12920-12994).

REMEDIES FOR WILLFUL VIOLATIONS:

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which SUBLESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the SUBLESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) The STATE will have the right to terminate this Sublease and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the SUBLESSEE.

14. INSURANCE.

Prior to or at Sublease execution SUBLESSEE shall Solely with regard to the Premises, furnish to the STATE a certificate of insurance from Contractor, along with all policy endorsements, with the STATE's **Sublease Number L-XXXX** indicated on the face of said certificate or endorsements, issued to the STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

SUBLESSEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, and their officers, agents and employees as additional insureds, but only insofar as the operations under the Sublease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

SUBLESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

SUBLESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Sublease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

SUBLESSEE shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this Sublease. If insurance expires during the term of the Sublease, a new certificate must be received by the STATE within thirty (30)

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SECTION 3 – STANDARD PROVISIONS

days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

c. SUBLESSEE shall notify the State within five business days of SUBLESSEE's receipt of any notice of cancellation or non-renewal of any insurance required by this Sublease.

d. SUBLESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event SUBLESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Sublease upon the occurrence of such event, subject to the provisions of this Sublease.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

g. If SUBLESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, SUBLESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Sublease. The State may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this Sublease, SUBLESSEE abandons its self-insured status, SUBLESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

15. FIRE AND CASUALTY DAMAGES.

STATE will not keep improvements which are constructed or installed by SUBLESSEE under the provisions of this Sublease insured against fire or casualty, and SUBLESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of SUBLESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

16. HOLD HARMLESS INDEMNIFICATION.

This Sublease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including SUBLESSEE, or property of any kind whatsoever and to whomsoever belonging, including SUBLESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Sublease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by SUBLESSEE, except to the extent arising out of the negligence or willful misconduct of the STATE, its employees, agents, and invitees.

SUBLESSEE agrees to defend, indemnify, and save harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

17. LOSSES.

STATE will not be responsible for losses or damage to personal property, equipment or materials of SUBLESSEE and all losses shall be reported to STATE immediately upon discovery.

18. DEBT LIABILITY DISCLAIMER.

The STATE, including but not limited to the STATE's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the SUBLESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by SUBLESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the SUBLESSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of the SUBLESSEE. STATE has no obligation to defend or undertake the defense on behalf of the SUBLESSEE or its heirs, successors or assigns.

19. RELOCATION.

(a) In the event STATE terminates this Sublease pursuant to its terms, SUBLESSEE acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs

SECTION 3 – STANDARD PROVISIONS

pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. SUBLESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Sublease be terminated pursuant to its terms, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Sublease, is permitted, SUBLESSEE shall incorporate this Paragraph into the subSublease. Failure to do so may obligate SUBLESSEE for damages and costs resulting from claims for relocation payments by SUBLESSEE.

20. SMOKING RESTRICTIONS.

Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building on the Premises.

21. RECORDING.

SUBLESSEE shall not record this Sublease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by SUBLESSEE hereunder.

22. AUTHORITY TO CONTRACT.

(a) If SUBLESSEE is a public, private or non-profit corporation, each individual executing this Sublease on behalf of said SUBLESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this Sublease on behalf of said SUBLESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Sublease is binding upon said Board of Directors in accordance with its terms.

23. PARTNERSHIP DISCLAIMER.

SUBLESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

24. MINERAL RIGHTS.

SUBLESSEE agrees not to interfere, in any way, with the interests of any person or persons that may hold presently, or in the future, oil, gas, or

other mineral interests upon or under said Premises; nor shall SUBLESSEE, in any way, interfere with the rights of ingress and egress of said interest holders.

25. CEQA.

Any physical changes made to the improvements by SUBLESSEE or its agents shall comply with the California Environmental Quality Act (CEQA) at the sole cost of SUBLESSEE.

26. BANKRUPTCY.

In no event shall this Sublease or the Subleasehold estate become an asset of SUBLESSEE in bankruptcy, receivership or other judicial proceedings. SUBLESSEE shall be in default under this Sublease and the provisions of the "Default" Paragraph hereof shall apply in the event of any of the following: (a) SUBLESSEE becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against SUBLESSEE; (c) a writ of execution is levied against this Sublease or the Subleasehold estate; (d) SUBLESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

27. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this Sublease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

28. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this Sublease may be terminated and the provisions of the Sublease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

29. FORCE MAJEURE.

If either SUBLESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Sublease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall

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SECTION 3 – STANDARD PROVISIONS

be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse SUBLESSEE from prompt payment of any rent, taxes, insurance or any other charge required of SUBLESSEE, except as may be expressly provided in this Sublease.

30. WAIVER.

If either Party waives the performance of any term, covenant or condition contained in this Sublease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.

Failure by either Party to enforce any of the terms, covenants or conditions of this Sublease for any length of time shall not be deemed to waive or decrease that Party's right to insist thereafter upon strict performance by the other Party.

Waiver by either Party of any term, covenant, or condition contained in this Sublease may only be made by a written document properly signed by an authorized representative of the other Party.

31. ENTIRE AGREEMENT.

This Sublease and its exhibits constitute the entire agreement between STATE and SUBLESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

32. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not

intended to define or limit the scope of any provision of this Sublease.

33. SEVERABILITY.

If any term, covenant, condition, or provision of this Sublease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Sublease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

34. SEPARATE COUNTERPARTS.

This Sublease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

35. SUPERSEDEDURE.

This Sublease supersedes and voids any prior license, Sublease or agreement of any kind between the STATE and the SUBLESSEE identified in this Sublease with regards to the Premises.

36. BINDING.

The terms of this Sublease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

37. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this Sublease.

End of Section 3

XXXX

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SECTION 4 –PROVISIONS RELATED TO LESSEE’S TRIBAL STATUS

1. NO EXPANSION OF JURISDICTION OVER TRIBE OR TRIBAL TRUST LAND.

STATE and SUBLESSEE agree that neither this Sublease nor the activities arising under this Sublease or conducted at the site in any way extend the civil or criminal jurisdiction of the State or any other governmental entity, includes the United States, the County of Siskiyou, or the City of Yreka, to the Karuk Tribe or its activities on Indian land.

2. **Construction.** The provisions of this Contract are to be construed narrowly with the intent to preserve the sovereign immunity of SUBLESSEE and the State. The parties agree and understand that waivers of sovereign immunity defenses by sovereign Indian tribes must be express and unambiguous, and are narrowly construed. Nothing contained in this Agreement shall be construed or interpreted to be a consent, grant or waiver of any sovereign right either the Tribe or its members enjoy, except as expressly provided hereinafter. In addition, nothing contained in this limited waiver of sovereign immunity shall be construed to confer any benefit or rights, tangible or intangible, on any person or entity not a party to this Agreement or as a waiver with respect to any such third person or entity.

3. Dispute Resolution/Limited Waiver of Sovereign Immunity

A. In the event of a dispute arising under this Sublease, either Party may initiate the dispute resolution process by providing the other Party with written notice. Each Party agrees that it will use its best efforts to negotiate an amicable resolution of any dispute within fourteen (14) days from the date of delivery of the written notice, or such other period as the parties mutually agree to. If the dispute is not resolved within that time, either Party may initiate the procedures set out in subsection B.

B. The Karuk Tribe and the State agree that any and all disputes under this Sublease may be brought only in the Superior Court of the State of California for Siskiyou County. The entire dispute shall be submitted for resolution by a referee appointed pursuant to California Code of Civil Procedure section 638 (or analogous provision), and, if necessary, to the courts of appeal with jurisdiction to review the referee's decision. The referee shall have no authority to award, any special, punitive, exemplary or consequential damages against either Party. Nor shall the referee have authority to issue any process by which a judgment for the payment of money may be enforced against any assets of the Karuk Tribe other than the revenues, income and assets of the Tribe derived from the operation of the Rain Rock Casino; a judgement against the Tribe shall be void and unenforceable to the extent it purports to award or authorize the recovery of damages from any other source.

C. This section constitutes an express, limited waiver of the Parties' respective sovereign immunity from unconsented suit in the courts identified in subsection B. This waiver shall be strictly construed according to its terms, and shall extend only to claims brought by the Parties to the Sublease.

D. Except to the extent federal substantive law applies to any claim, the courts identified in subsection B shall apply only the terms of this Sublease, without adding to, modifying or changing the terms in any respect, as well as California substantive law, without regard to its conflict of laws principles.

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STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

IN WITNESS WHEREOF, this Sublease has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

SUBLESSEE:

10th DISTRICT AGRICULTURAL ASSOCIATION
SISKIYOU GOLDEN FAIRGROUNDS

KARUK TRIBE
A federally-recognized Indian tribe

By: _____
Jason Finley, Board President

By: _____
NAME, TITLE

Date: _____

Date: _____

By: _____
NAME, TITLE

Date: _____

REVIEWED AND APPROVED:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
TONY PSIHOPAIDAS, Assistant Chief
State Owned Leasing and Development

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10th DISTRICT AGRICULTURAL ASSOCIATION/SISKIYOU GOLDEN FAIRGROUNDS

RATE SCHEDULE AS OF JANUARY 1, 2022*All major rentals are to be negotiated by the CEO.***Rates are per day unless specified.****BUILDINGS:******All set up and tear down is provided by the Renter. Partial day rentals are available for half rental.**

\$350	Beer Garden/Outdoor Pavilion (includes concession area & restroom)
\$250	Beer Garden/Outdoor Pavilion & Restroom (no concession area)
\$1,500	Commercial Building (w/Restroom)
\$175	Concession Stand (10'X20')
\$500	Concession Stand, Grandstand (both sides)
\$325	Floral Building (120'X50'; 375 seated, 750 standing)
\$125	Livestock Office
\$200	Poultry Barn
\$500	Winema Hall (120'X40'; 280 seated, 580 standing)

RESTROOMS:

\$200	Portable 4 Stalls w/Showers
\$150	With Showers (Carnival)
\$200	With Showers (RV Park - larger)
\$125	Without Showers

MISCELLANEOUS:

\$250	Auction Arena
\$1,100	Carnival Lot w/Restroom
\$100	Dance Slab (between Winema & Floral)
\$1,500	Parking Lot - Front/Main
negotiated	Parking Lot - Others
\$1,500	Grandstand w/Concession & 2 Restrooms (arena w/racing is 81' deep)
\$150/each	Livestock Barns (70'X120')
\$150/each	Malls (grassy areas in center)
\$150	Rachel's Park
\$50/each	Ticket Booths (front entrance & portables)
\$30/each per night	RV Park/Camping Overnight (includes Restroom) - must have a minimum of units
\$60/event	Garbage Fee
\$100/hr	Pipe & Drape (if fair sets up)
\$125/event	Pipe & Drape (if renter sets up)

EQUIPMENT:

w/rental	Tables, Chairs & Portable Stages come with Floral & Winema Hall Rentals
	63 8' tables (plastic & wood), metal folding chairs (approx. 200 tan, 220 orange)
	(2) 6'X16' stages or separated (6) 3'X6' stages

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PA System and lecturn/podium are also available to use in any location

w/Winema rental only	Tables & Chairs (used in Winema Hall only) 30 round tables, 200 white plastic chairs
\$90/hr min	Tables & Chairs in other locations, must forklift
\$150/each	Porta Coolers (5 on site; large, variable speed)
\$50/event	Vendors (each) plugging into electricity
\$100/each	Bleachers (seat 70 people each) - have approximatley 15 sets

EQUESTRIAN COMPLEX:

*Fair Staff will work the arena(s) prior to your event. Should you need footing worked during the event an additional charge of \$100/hour will be assessed.**

\$250	Collier Pavilion (includes restroom; inside dimenstions 96'x170'; seats 520)
\$300	Collier Pavilion & Warm Up Arena (includes restroom)
\$150	Warm Up Arena (includes restroom; 125'x250')
\$300	Lillard Arena (includes restroom, pens; 150'x300')
\$100	Event Office Trailer
\$600	Entire Equestrian Complex Area
\$25/stall	Horse Stalls (approx 70 available)
\$20/hr pp	Community Riding Program (when available)
\$10/hr pp	Mountain Trail Course (when available during business hours)
\$100/hour	Additional Equipment & Staff Requested

STAGES:

\$150	Portable Mobile Home Frame Stage (12'X28'X3)
\$2,000	Portable Premier Stage (renter must transport from and back to SGF)
\$1,000	Another Area Fair
\$1,000	Portable Wenger Stage (renter must transport from and back to SGF)
\$500	Another Area Fair

ADVERTISING:

	Billboard - under contract for 10 years
	Front LED Sign
\$40	1-week w/ rental at the fairgrounds
\$90	1-week w/o rental at the fairgrounds
\$275	1-month
\$2,700	1-year - not available at this time

STORAGE (current prices for 21-22 season):

	Inside Locked Building (6 month minimum)
\$60/mo	Under 19'
\$65/mo	19.1' to 26'
\$70/mo	26.1' to 30'
\$75/mo	30.1' to 35'
	Covered Barns (6 month minimum)
\$40/mo	Under 19'
\$45/mo	19.1' to 26'

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\$50/mo	26.1' to 30'
\$55/mo	30.1' to 35'
\$60/mo	Anything over that we can accommodate

FAIRTIME (keep the same for 2022):

	Commercial Booth Spaces (inside or outside)
\$430	10'x10'
\$750	10'x20'
\$1,075	10'x30'
\$625	Bulk Mall Space (not desirable location; approximately 25'x24')
\$50	Additional Power needed
	Commercial Window Displays (Floral Building)
\$80	Front
\$70	Side
22%	Concession Stands (\$500 minimum)
\$50	Concession Stand Utility Fee
\$225	RV Park Camping Spaces (includes restroom)
\$175	Dry Camp Camping Spaces (includes restroom)
\$50	Saturday Early Parking (specific time)
\$175	Equestrian Area Camping (no showers)
\$175	Stock Truck Spaces (electrical only, if needed)

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10th DISTRICT AGRICULTURAL ASSOCIATION
2021 FAIR REPORT
as of October 6, 2021

REVENUES CATEGORY	2019 STOP (Actual)	2021 BUDGET (Projected)	2021 ACTUAL (above date)	OVER/ (UNDER) 2019 STOP	OVER/ (UNDER) 2021 BUDGET
Admissions	88,654	91,775	135,193	46,539	43,418
Commercial	35,538	34,067	26,015	(9,523)	(8,052)
Concessions	100,155	75,000	105,251	5,096	30,251
Carnival	97,798	95,950	108,673	10,875	12,723
Exhibits	18,358	17,393	14,199	(4,159)	(3,194)
Horse Show	3,288	3,135	2,582	(706)	(553)
Attractions	63,706	54,000	77,737	14,031	23,737
Miscellaneous	207,467	198,685	163,024	(44,443)	(35,661)
Totals	614,964	570,005	632,673	17,709 2.88%	62,668 10.99%

Note: Miscellaneous Revenue includes Parking, JFB, Camping, Partnerships, Carvers, Ice, etc.

EXPENSES CATEGORY	2019 STOP (Actual)	2021 BUDGET (Projected)	2021 ACTUAL (above date)	OVER/ (UNDER) 2019 STOP	OVER/ (UNDER) 2021 BUDGET
Publicity	33,939	29,960	21,135	(12,804)	(8,825)
Attendance	46,480	61,877	53,687	7,207	(8,190)
Miscellaneous	9,298	7,850	3,737	(5,561)	(4,113)
Premiums & Awards	21,888	16,500	17,256	(4,632)	756
Exhibits	27,322	31,801	29,078	1,756	(2,723)
Horse Show	5,961	6,041	5,375	(586)	(666)
Fair Entertainment	127,441	116,623	126,234	(1,207)	9,611
Totals	272,329	270,652	256,502	(15,827) -5.81%	(14,150) -5.23%

****Not all premium/other expenses are accounted for as of the above**

Note: Expenses are fair related only and do not include Administration, Maintenance or Non Fair expenses.

Note: Miscellaneous Expense includes Exhibitor Handbook, JFB, Partnerships, Streetsweeper, Landfill, etc.

Note: Amounts in () mean under budgeted/STOP numbers - without () means over budgeted/STOP numbers.

Revenues minus	2019	2021	2021
Expenses =	STOP	BUDGET	ACTUAL
NET TOTALS	342,635	299,353	376,172
last report 9/10/21 total was:			372,081



RESALE GOAT WEIGHT CHANGE FOR 2022 FAIR SEASON

If your fair intends to send resale goats to Superior Farms-Dixon during the 2022 fair season, we need to inform you that Superior Farms will no longer buy resale fair goats that have a live weight over 85 pounds. Our major market for the fair goats are our ethnic customers who have very strict weight requirements. They seldom purchase a goat carcass exceeding 40 lbs.

This does not mean your fair cannot have goats over 85 pounds live. It only means that Superior Farms will not buy resale fair goats over 85 pounds.

In researching other sale opportunities for the heavier goats, Fresno Livestock Commission LLC in Fresno was suggested to me. I contacted the owner Phil Tews and he is willing to work with any fairs having heavier goats. His phone number is 559-970-6891. This is only a suggestion. I am sure that many of you fairs may have more local contacts. The arrangements that your fair makes with another buyer does not include Superior Farms.

If there are any further questions on this subject, please email ann.vassar@superiorfarms.com

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Michelle Eiler

From: Cliff Munson
Sent: Wednesday, October 6, 2021 4:19 PM
To: Michelle Eiler
Subject: 2022 Fair Weights for Market Animals

All small animals will remain the same – Rabbits, Poultry Pens, Turkeys
Hogs stay the same – 220 to 280
Goats change to 70 – 105
Sheep stay the same 115-160 ①
Steers change to 1100 – 1550
All heifer weights stay the same.

① lightweight 80-110 lbs (no change)

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BEER CONCESSION EXTENSION:

2020 Excerpt from Beer Bid Package:

The 10th District Agricultural Association, hereafter referred to as the “Association,” is soliciting bids for the operation of the Grandstand Beer Concession for the 2020, 2021 and 2022 Fairs. The contract will be for three (3) years (issued each year).

Board minutes from March 17, 2020:

- Beer Bids/Booths Awarded – The beer bid committee reviewed the beer bids from the Hammond Ranch Firefighters Association and the Siskiyou County Farm Bureau. Director Hanna made a motion, seconded by Director Salters and carried to award the grandstand beer booth to the Siskiyou County Farm Bureau. Friends of the Fair will maintain the beer garden booth and both organizations will pay the price of \$255.00 per keg.

• Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Brandon Fawaz	X			
Jason Finley	X			
Judd Hanna	X			
Darrin Mercier	X			
Dena Rizzardo			X	absent
Lori Salters	X			
3 positions vacant				

No public comment.

Fair Staff requesting that the contract that was awarded to the Siskiyou County Farm Bureau be extended to 2023 since there was no fair in 2020 due to COVID-19.