



SONOMA COUNTY FAIR & EXPOSITION, INC.

Meeting of the Harvest Fair Board

WEDNESDAY, DECEMBER 12, 2018; 5:30 p.m.

Sonoma County Fairgrounds Board Room

AGENDA

BOARD MEMBERS: President, Jake Martini; Pat Emery, Vice-President; Jacqueline Balletto, Percy Brandon, Sonu Chandi, Cindy Crane, Pat Emery, Nick Frey, Scott Goynes, Michael Haney, Daniel Kedan, Karissa Kruse, Tony Linegar, Teejay Lowe, Mo McElroy, Tammi Matthias, Les Perry

1. Call to Order
2. Introduction of Guests
3. Public Comments on issues not on the Agenda: *Any member of the audience desiring to address the Board on a matter not on the agenda: Please stand and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to address the Board, each person is granted 3 minutes to speak. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen. For items that are on the agenda, each person will be allowed to address the topic being discussed, and will be allowed 3 minutes to speak.*
4. Approval of Agenda
5. Approval of November 14, 2018 Harvest Fair Board Meeting Minutes (Attachment #1)
6. Discussion and possible action to approve the Financial Statements through November 30, 2018 (Handout) – Michael Margetts
7. President's Report
 - a. Committee Assignments
8. Discussion and Possible Action 2019 Harvest Fair (Handout)
9. Discussion and Possible Action Regarding Dates of the 2019 Harvest Fair
10. Discussion and Possible Action Contract between Sonoma County Harvest Fair Board and Sonoma County Fair Board (Attachment # 2)
11. Discussion and Possible Action Regarding Board Terms and Board Seat Vacancies (Attachment #3)
Distribution: 2019 Board Meeting Dinner Sign-Up; 2019 Harvest Fair Meeting Calendar
12. Request for Future Agenda Items
13. Adjournment

DECEMBER DINNER PROVIDED BY: Sonoma County Harvest Fair

NEXT MEETING: January 9, 2019

**DISABLED ACCOMMODATION: If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact 707-545-4203. Advance notification within this guideline will enable the County to make reasonable arrangements to ensure accessibility.*



Sonoma County Harvest Fair

**DRAFT Minutes of the
Board of Directors' Meeting
Wednesday, November 14, 2018 5:30 p.m.
Sonoma County Fairgrounds Board Room**

DIRECTORS PRESENT: Teejay Lowe, President; Jake Martini, Vice-President; Jacqueline Balletto, Cindy Crane, Pat Emery, Nick Frey, Amy Landlot, Tony Linegar, Tammi Matthias, Les Perry

DIRECTORS ABSENT: Sonu Chandi, Scott Goyne, Michael Haney, Daniel Kedan, Karissa Kruse, Mo McElroy

OTHERS PRESENT: CEO Becky Bartling, Heather Borck, Jane Engdahl, Paulette Swallow, Sheila Quince

The meeting was called to order by President Lowe at 5:30 p.m.

INTRODUCTION OF GUESTS: None

PUBLIC COMMENTS: None

APPROVAL OF THE AGENDA:

Director Linegar moved to approve the agenda; Director Martini seconded the motion; the motion passed unanimously.

APPROVAL OF MINUTES OF THE AUGUST 29, 2018 MEETING:

Director Frey moved to approve the draft August 29, 2018 meeting minutes; Director Linegar seconded the motion; the motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINANCIAL STATEMENTS THROUGH OCTOBER 31, 2018

Exhibits Coordinator Borck reported that the the 2018 Harvest Fair ended with a \$9,549 profit. Approximately \$3,000 of that amount is a credit to the fair from 2016 related to a bill error charged by the ticketing company. **Director Frey moved to approve the financial statement; Director Balletto seconded, the motion passed unanimously.**

PRESIDENT'S REPORT:

President Lowe announced that the nominating committee recommends Jake Martini for 2018-2019 President and Pat Emery for 2018-2019 Vice-President. The election will occur later in the meeting.

REVIEW OF HARVEST FAIR:

Wine Competition Coordinator Sheila Quince reported the wine competition went well, entry numbers were slightly higher than 2017 with an increase in brands participating. It was also stated by the judges that they enjoy judging this contest and they think it is a great competition. Exhibits Coordinator Borck reported that chef demonstrations and workshops had positive attendance. She noted a change made in cheesy beer school, instead of Oliver's as the cheese provider Freestone Artisan Cheese Shop participated. Attendance in the tasting pavilion was 2,534 individuals. A variety of vendors were present in the Hall of Flowers; five food concessionaires were present. Jane Engdahl reported that the grape stomp was great again this year, although there was a large decline in participation from local residents.

DISCUSSION AND POSSIBLE ACTION: 2018 NO SHOW WINERIES:

A list of no show wineries was presented. One company had a significant penalty due to the number of brands entered. The Board suggested staff contact the company to better understand the lack of participation. Due to staffing changes there may have been some miscommunication about the participation requirement in the tasting pavilion. **Director Frey moved to send the no show winery list**

invoices and a letter explaining the policy; Director Emery seconded; motion passed unanimously.

AD HOC COMMITTEE REPORT:

The Ad Hoc committee presented the attached proposal. There was some concern that if the competition were held in late spring it would be too long until the tasting and momentum regarding the awards would be lost. Staff was directed to explore alternate dates. CEO Bartling expressed that it is important to keep the name and branding, the Harvest Fair website would be kept separate from County Fair similar to the NorCal Brew Fest. Additional features such as food pairings, a combined wine and dinner ticket, children's activities as well as a farmers market were discussed. Exhibits Coordinator Borck expressed that additional staff will be needed to carry out this plan as the entry office is at capacity during the month of July through the fair. It was concluded there needed to be additional details determined and a more concrete look at the financial perspective.

DISCUSSION AND POSSIBLE ACTION 2019 HARVEST FAIR:

Staff was directed to put a financial plan together for the presented proposal.

DISCUSSION AND POSSIBLE ACTION CONTRACT BETWEEN SONOMA COUNTY HARVEST FAIR BOARD AND SONOMA COUNTY FAIR BOARD:

Director Lowe will present the new proposal at the November Sonoma County Fair Board meeting.

DISCUSSION AND POSSIBLE ACTION REGARDING BOARD SEAT VACANCIES:

The list of expiring and vacant board seats were reviewed. President Lowe reported that Director McElroy would like to stay on for another term. Director Frey announced that he will not continue on the Board for another term. Director Landlot (for Kruse) volunteered to contact Director Chandi to see if he would like to continue on the board for a second term. **Director Emery moved to elect Percy Brandon for one of the open at-large board seats, Director Frey seconded the motion; motion passed unanimously.** Director Frey offered to contact Percy to see if he will accept.

ELECTION OF 2019 OFFICERS:

President Lowe reported that the nominating committee recommends Jake Martini for President and Pat Emery for Vice-President. He requested any additional nominations from the floor. Director **Frey moved to close nominations and to elect the slate as presented; Director Perry seconded the motion; motion passed unanimously.** President Martini thanked Director Lowe for his time as President and presented him with a plaque.

DISCUSSION AND POSSIBLE ACTION REGARDING THE DATES OF THE 2019 HARVEST FAIR:

The board proposed this agenda item be discussed at the December 12 meeting.

DISTRIBUTION OF THE 2019 BOARD MEETING DINNER SIGN UP; 2019 HARVEST FAIR MEETING CALENDAR

The 2019 dinner sign up and board meeting calendar was distributed.

REQUEST FOR FUTURE AGENDA ITEMS:

Committee Assignments

Director Frey moved to adjourn the meeting at 6:52, Director Lowe seconded the motion passed unanimously.

HARVEST FAIR 2019

Re-birth in a new dimension

Sonoma County Harvest Fair Mission (adopted April 2009)

Our mission is to showcase and promote locally produced agricultural products; to celebrate our region's culinary, visual and performing arts and to provide family entertainment while fostering and enhancing agricultural prosperity and our county's cultural resources.

Proposal: To preserve the mission of the Harvest Fair the Ad Hoc Committee recommends combining the Harvest Fair with the Sonoma County Fair.

The professional wine, amateur wine, home brew, professional food competitions and public tasting would continue to be branded Harvest Fair. Harvest Fair would maintain its own website and have separate marketing pieces. A separate identity would be maintained as the Sonoma County Fair has done with the NorCal Brew Competition and Craft Brew Festival which occurs during the annual Sonoma County Fair.

The Harvest Fair Wine Competition would occur during the late spring/summer with the awards dinner following soon after. The Pro-food competition would follow a similar schedule.

Staff has researched and confirmed that wine judges would be available for this new competition schedule.

A public wine tasting would occur during the day on Saturday and Sunday the second weekend of the Sonoma County Fair in the Saralee building. This would follow the same format as the October Harvest Fair Grand Tasting with winners pouring their gold medal wines. Spectra, the exclusive alcohol provider for the Fairgrounds would relinquish their alcohol license to the Harvest Fair on these days during the day. In the evening the dinner ticket price would include wine paring with a no-host bar available.

Farm to table dinners or food pairings would be hosted by the Harvest Fair Monday-Friday evenings during the fair, showcasing locally sourced food; possibly combining with a ticket to a concert.

The World Champion Grape Stomp tradition would be continued during the Sonoma County Fair with grapes from central California.

The Saralee and Richards Barn would be utilized as follows:

- Monday-Friday for corporate Sonoma County Fair experiences during the day and farm to table dinners/food pairings in the evening. Again, possibly combining the Farm to Table dinner experience with a concert ticket. This experience would allow for local produce and products to be highlighted by local chefs.
- The first Saturday of the Sonoma County Fair Saralee and Richards Barn would be utilized for the NorCal Brew Fest with the Sunday after being host for the annual Hat Day Fundraiser.
- Grand Tasting of Gold Medal Harvest Fair wines would occur the second weekend of the Sonoma County Fair during the day.

Facilitating this change requires the hiring of a coordinator to arrange for the restaurants or caterers for the Farm to table dinners and or food parings as well as the coordination and execution of all the activities associated with the Harvest Fair in the Saralee Barn.

By combining the Harvest Fair with the Sonoma County Fair you broaden the exposure of the event to thousands in our community as well as meet its mission.

Our mission is to showcase and promote locally produced agricultural products; to celebrate our region's culinary, visual and performing arts and to provide family entertainment while fostering and enhancing agricultural prosperity and our county's cultural resources.

Agriculture Education activities currently hosted in the Saralee building would be transitioned to hands-on agriculture literacy activities in the Finley Building. Alternate locations for exhibit livestock would be explored.

Other Wine Tasting/Judging Events in New Time Frame:

San Francisco Chronicle Wine Competition Judging 1/8-1/11/2019
San Francisco Chronicle Wine Public Tasting 2/16/19
North Coast Wine Challenge April 9-10, 2019
Potential Competition at the Fairgrounds May 7-8, 2019
Dan Berger International Wine Competition May 14/15 or 21/22 (Not confirmed on calendar)
International Women June 11, 2019
North Coast Wine and Food Festival June 8 or 15, 2019
Gravenstein Apple Fair August 2019
Taste of Sonoma September 1, 2018

AGREEMENT BETWEEN SONOMA COUNTY FAIR & EXPOSITION, INC.
AND
THE HARVEST FAIR ASSOCIATION OF SONOMA COUNTY

THIS AGREEMENT made and entered into this 1st day of April, 2015 by and between Sonoma County Fair and Exposition, Inc. (hereinafter "Fair") and Harvest Fair Association of Sonoma County, Inc. (hereinafter "Harvest Fair") both California non-profit corporations.

W I T N E S S E T H:

WHEREAS, Fair, pursuant to agreement with the County of Sonoma (a) holds and conducts an annual Sonoma County Fair and (b) manages and operates Sonoma County Event Center at the Fairgrounds; and

WHEREAS, Harvest Fair was formed by Fair to conduct an annual event to exhibit local agricultural crops and products which come to maturity in the fall season; and

WHEREAS, Harvest Fair has functioned, in general, as a showcase for the products of farms, orchards and vineyards to give them adequate recognition and to foster and enhance the economic welfare of the agricultural industry by exhibition of such products; and

WHEREAS, since its inception, Harvest Fair has been the recipient of financial support from the County of Sonoma's Transient Occupancy Tax "bed tax" funds, for the purpose of promoting, holding and conducting Harvest Fair's annual event; and

WHEREAS, Harvest Fair's Board of Directors is comprised of members of Fair's Board of Directors, and representatives of most facets of agriculture; and

WHEREAS, Harvest Fair's Articles of Incorporation provide that upon dissolution, all of its assets shall go to Fair; and

WHEREAS, it is the mutual desire of the parties hereto that the present relationship of the parties be preserved and fostered, and that such desire be expressed in written form hereby, together with certain understandings and agreements hereinafter set forth with respect to the holding and conducting of the annual Harvest Fair at the Sonoma County Event Center at the Fairgrounds managed by Fair, and that the financial and supporting considerations herein contained reflect such relationship; and

WHEREAS, the Agreement between the Sonoma County Fair & Exposition, Inc., and the Harvest Fair that ended on March 31, 2012 was amended to extend the term from April 1, 2012 through December 31, 2014.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM: This Agreement shall be effective for the period commencing on April 1, 2015 through March 31, 2018 unless terminated earlier. The term of this Agreement may be extended, by Fair for a period up to but not exceeding one year.
2. TERMINATION OF AGREEMENT AND APPOINTMENT: This Agreement and Harvest Fair's appointment as agent may be terminated at any time by order of Board of Directors of the Fair. Upon termination, Harvest Fair shall immediately tender to the Fair all possessions and funds of the Harvest Fair.

3. PURPOSE AND AUTHORITY TO CONDUCT HARVEST FAIR: The Fair hereby authorizes the Harvest Fair to conduct the annual event at the Sonoma County Event Center at the Fairgrounds, under the sponsorship of Fair and as Fair's special agent.
4. USE OF FACILITIES: Harvest Fair is authorized to use the Sonoma County Event Center at the Fairgrounds to hold and conduct the Sonoma County Harvest Fair in 2015, 2016 and 2017. Such use shall include the grounds, all buildings and facilities, together with equipment incidental to such use as Fair has available; but the installation, movement or placement of equipment, and other expenses shall be at the expense of Harvest Fair.
5. EMPLOYMENT OF PERSONNEL:
 - a. Harvest Fair shall reimburse to the Fair the actual cost of all permanent and temporary employees assigned duties in connection with Harvest Fair by Event Manager. The contract price for such labor and services shall be the employment costs (salaries, benefits, workers compensation insurance and payroll costs) to Fair for such employees.
 - b. Harvest Fair will NOT pay Fair for costs associated with the following permanent management staff members: Fair Manager, Deputy Fair Manager, Exhibit Supervisor, Buildings and Grounds Superintendent, Interim Events Manager, Entertainment Manager and Controller; provided these positions are filled by a permanent employee of the County Fair.
 - c. Although the terms outlined above will determine the reimbursement costs associated with Fair employees, the Fair Manager may be required to provide to the Fair Board, on an annual basis, an estimate of employment costs associated with those management staff that are not directly billed to the Harvest Fair.
 - d. To the extent reasonable and practical, regularly employed Fair staff will be utilized for Harvest Fair event preparation and implementation.
6. ACCOUNTING: The Fair Controller shall be responsible for processing disbursements, financial reporting, accounting, and all financial controls and procedures connected with the Harvest Fair in accordance with generally accepted accounting principles, and shall comply with all reporting requirements of public agencies having jurisdiction over Harvest Fair and may prepare and submit consolidated reports.
7. INDEMNIFICATION: Harvest Fair agrees to accept all responsibility for loss or damage to any person or entity, including FAIR and the County of Sonoma, and to indemnify, hold harmless, and release FAIR and the County of Sonoma, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Harvest Fair, that arise out of, pertain to, or relate to this Agreement. Harvest Fair agrees to provide a complete defense for any claim or action brought against FAIR and/or the County of Sonoma based upon a claim relating to Harvest Fair's performance or obligations under this Agreement. Harvest Fair's obligations under this Section apply whether or not there is concurrent negligence on the part of the FAIR or the County of Sonoma, but, to the extent required by law, excluding liability due to the FAIR's conduct. FAIR and the County of Sonoma shall have the right to select their own legal counsel at Harvest Fair's expense, subject to Harvest Fair's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Harvest Fair or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE:

- a. The Sonoma County Fair & Exposition, Inc. requires the Harvest Fair to pay its pro rata share of the cost of the Sonoma County Fair's annual liability insurance costs. This pro rata share will be determined by a ratio calculated by comparing the yearly total attendance of the two events. *(For example, if the County Fair's total annual attendance was 300,000 and the Harvest Fair's total annual attendance was 20,000; the Harvest Fair will pay 6.67% of the Liability Insurance costs paid by the County Fair.)*
- b. The parties understand and acknowledge that the County of Sonoma has agreed to indemnify, defend and hold harmless the directors, officers, and employees and agents of Fair and Harvest Fair from and against any and all claims, losses, damage or liability, including attorney's fees and all costs of defense, arising out of the operation and management of the fairgrounds, including Harvest Fair activities and events, in the same manner and to defend any other officer or employee of the County of Sonoma.

9. UTILITIES AND OTHER EXPENSES:

- a. Harvest Fair will reimburse Fair for a portion of utilities to the amount of \$5,500 paid annually for the contract term.
- b. Harvest Fair will reimburse Fair for a portion of postage expense to the amount of \$2,000 paid annually for the contract term.

10. MONETARY CONTRIBUTION: In addition to total cost of direct labor, utilities and other expenses, the Harvest Fair will contribute a reasonable amount to the Fair for capital improvements and major deferred maintenance projects beneficial to both Fair and Harvest Fair. Historically, the amount of such contribution has been any amount held by the Harvest Fair as an unencumbered fund balance in excess of \$50,000, calculated as of December 31 of each year of this Agreement.

The County Fair Board realizes that the Harvest Fair fund balance has fallen below \$50,000 and also recognizes that since 2013, the Harvest Fair has undertaken a revamping of its programming to better serve the organization's mission. Realizing that this rebuilding process will take time to have a positive financial effect on the Harvest Fair, both Boards agree to the following:

- a. The Harvest Fair Board is not required to budget for a minimum amount of profit;
- b. Net Revenue Share: Harvest Fair will retain 50% of net profits which will go towards fulfilling the target fund balance of \$50,000. The remaining 50% of net profits will be retained by Fair.
- c. Once Harvest Fair realizes the goal of a \$50,000 fund balance, the revenue sharing arrangement between Fair and Harvest Fair may be renegotiated within the contract terms.

Note: This deviation from the historical monetary contribution is intended to allow the Harvest Fair to rebuild itself and will apply to the calendar term of this agreement only. Future agreements may revert back to the original monetary contribution requirement or have a different requirement as determined by future Fair and Harvest Fair Board members

11. BUDGETARY APPROVAL: The annual Harvest Fair budget and any budget transfers that may be necessary shall be reviewed and approved each year by the Board of Directors of the Sonoma County Fair and Exposition, Inc. Harvest Fair shall annually submit to Fair a tentative budget for the succeeding calendar year on or before the fifteenth day of May of each year. Fair shall make such alterations as it deems appropriate in said budget allowing Harvest Fair a reasonable amount of time to comment on any such alterations.

12. COMPLIANCE WITH PUBLIC MEETING AND DISCLOSURE LAWS: Harvest Fair Board shall comply with the provisions of the Ralph M. Brown Act (Government code section 54950 et seq.) and the California Political Reform Act (Government Code section 1090 et seq.).
13. COMPLIANCE WITH LAW: Harvest Fair will not permit or allow any violation of the local, state, or federal laws in connection with performance of this Agreement.
14. ASSIGNMENT: This Agreement is not assignable by Harvest Fair, voluntarily or otherwise.

The parties have executed this Agreement the day and year shown above.

HARVEST FAIR ASSOCIATION OF SONOMA COUNTY, INC.

By: [Signature]
Harvest Fair Board President

3/18/15
Date

SONOMA COUNTY FAIR AND EXPOSITION, INC.

By: Cindy Crane
Fair Board President

3-10-15
Date

[illegible]