



**NOTICE OF MEETING OF THE BOARD OF DIRECTORS
SONOMA COUNTY HARVEST FAIR**

**Wednesday, July 10, 2024, at 12:00 p.m.
Sonoma County Fairgrounds
Administration Building, Board Room**

Notice is hereby given that meetings of the Sonoma County Harvest Fair
will convene at times and location set forth in this notice.

AGENDA

DIRECTORS: Teejay Lowe, President; Rocco Cunningham, Vice President; Becky Bartling, CEO; Hugo Mata, Kanani Reynolds, Lisa Wittke Schaffner

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 Regular Agenda
5. Approval of Item 1 on the Consent Agenda: *The consent Agenda includes routine financial and administrative actions that are usually approved by a single majority vote. Questions or comments are accepted, but there will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items to be discussed and/or removed from the Consent Agenda and placed on the Regular Agenda under the appropriate Committee or Agenda Item.*
6. President's Comments
7. Discussion & Possible Action: Agreement between Harvest Fair and Fair
8. Discussion & Possible Action: Revised 2024 Harvest Fair Budget
9. Marketing Update
10. Pro Wine Update
11. Request for Future Agenda Items
12. Adjournment

CONSENT AGENDA

1. Approval of June 12, 2024, Harvest Fair Board Meeting Minutes

DISABLED ACCOMODATION: 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 707-545-4200. 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, June 12, 2024, 12:00 p.m.

Directors Present: Teejay Lowe, President, Hugo Mata, Kanani Reynolds

Directors Absent: Rocco Cunningham, Vice President; Lisa Wittke Schaffner

Others Present: Hope Marshall, Sheila Quince, Bella Adams, Cyndy Dalbeck, Matthew Daly, Tanya Henry

The meeting was called to order by Teejay Lowe at 12:04 p.m.

Public Comments:

None.

Approval of Agenda:

Director Mata moved to approve the agenda; Director Reynolds seconded the motion; the motion passed unanimously.

Approval of Items 1 & 2 on the Consent Agenda:

Director Reynolds moved to approve items 1 and 2 on the consent agenda; Director Mata seconded the motion; the motion passed unanimously.

President's Comments

None.

Marketing Update – Tanya Henry

Tanya Henry reported on her marketing efforts. She has created a media list that correlates with STS airport destinations. A new press release was just approved that will begin to be distributed. Tanya is working on bids for photographers and has received three responses so far.

Restaurant Participation Update – Tanya Henry

Tanya Henry reported that she has received confirmation from 3 restaurants participating in the tasting event. Board members provided suggestions of other local restaurants to reach out to.

Pro Wine Update:

Sheila Quince presented an update on the Professional Wine Competition. A list of confirmed wine judges was distributed to the board. The 2024 Pro Wine pamphlet is ready to be posted on the website. Entries will go live on July 1, 2024.

Director Reynolds provided an update on the Judge's Dinner. Out to Lunch will be catering and Taft Street Winery will host the event.

Pro Food Update:

Entries for the 2024 professional food competition are open from May 15th through July 12th. The Olive Oil competition has 40 entries, and the judging will take place June 27th.

Sponsorship Update:

Sheila Quince provided an update on sponsorships. \$20,000 has been secured so far and additional sponsorship opportunities are being pursued. Staff will post the sponsorship package on the website.

Request For Future Agenda Items:

- Revised Budget

With there being no further business, Director Reynolds moved to adjourn the meeting; Director Mata seconded the motion; the meeting was adjourned at 1:15 p.m.

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

THIS AGREEMENT made and entered into this 23rd day of July, 2024 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; 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, Harvest Fair's Board of Directors is comprised of members of Fair's Board of Directors, 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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM: This Agreement shall be effective for the period commencing on July 23, 2024 through December 31, 2026, 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 the Fall. Such use shall include facilities and equipment historically used as part of the competitions; Grace Pavilion and Shade Park for a one-day public event. Other facilities may be utilized as agreed upon by fair management. 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, and CFO; 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 CFO 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.
- i. 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
 - 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, The remaining 50% of net profits will be retained by Fair.

10. 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.

11. 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.

12. 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.
13. 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: _____
Harvest Fair Board President

Date

SONOMA COUNTY FAIR AND EXPOSITION, INC.

By: _____
Sonoma County Fair Board President

Date

| HARVEST FAIR BUDGET WORKSHEET | | | Revised 2024 Budget | Approved 2024 Budget | 2023 Actual | 2023 Budget | 2022 Actual | 2022 Budget | assumptions-'24 |
|-------------------------------|----------|---------------------------------------|------------------------|-------------------------|-------------|----------------|-------------|-------------|---|
| Revenue (50) | | | | | | | | | |
| | 41200-25 | Ticket Sales - Tasting | 80,000.00 | 80,000.00 | 65,600.00 | 90,000.00 | 69,245.00 | 90,000.00 | 1000 tix x \$80 -increase tix sales + include parking |
| | 41200-35 | Ticket Sales - Award Night | | | 29,250.00 | 41,250.00 | 31,200.00 | 45,000.00 | |
| | 41500-95 | Commercial Space - Misc. Programs | | | - | - | - | 3,500.00 | |
| | 42000-95 | Concessions - Misc. Programs | | | - | 300.00 | 340.46 | - | |
| | 43000-25 | Winery Table Fee | 5,000.00 | 5,000.00 | 6,100.00 | 4,500.00 | - | - | 100 wineries x \$50 |
| | 43000-45 | Entry Fees - Wine Competition | 75,000.00 | 75,000.00 | 73,575.00 | 75,250.00 | 77,275.00 | 78,000.00 | 950 entries x \$75 |
| | 43000-55 | Entry Fees - Food Competition | 4,000.00 | 4,000.00 | 3,726.00 | 4,000.00 | 4,035.00 | 3,500.00 | addition of new categories/increase entry fees |
| | 43000-85 | Entry Fees - Attractions | | | 1,790.00 | 1,000.00 | 1,000.00 | 2,000.00 | |
| | 43000-95 | Entry Fees - Misc. Programs (am wine) | 3,900.00 | 3,900.00 | 2,391.00 | - | 3,840.00 | - | increase entry fee to \$20 in 2024 |
| | 47100-75 | Parking - Operations | | | - | 500.00 | - | 1,000.00 | |
| | 49000-25 | Sponsorships - Tasting | 20,000.00 | 12,000.00 | 5,000.00 | 5,000.00 | - | - | Revised - 12,000 to 20,000 actual sponsors to date |
| | 49000-35 | Sponsorships - Awards Night | | | 8,500.00 | 10,000.00 | 12,500.00 | 15,000.00 | |
| | 49000-45 | Sponsorships - Wine Competition | | | - | 5,000.00 | - | - | |
| | 49000-75 | Sponsorship - Operations | | | 5,000.00 | - | 6,500.00 | 9,000.00 | |
| | 49000-85 | Sponsorships - Attractions | | | 5,000.00 | - | - | - | |
| | 49100-45 | Sponsored Awards - Wine Competition | 500.00 | 500.00 | - | - | - | 500.00 | Award sponsors added |
| | 49500-75 | Misc. Revenue - Operations | | | 540.97 | - | 407.49 | - | |
| | 49500-95 | Misc. Revenue - Misc. Programs | | | 52.17 | - | 64.98 | - | |
| | | TOTAL REVENUE | 188,400.00 | 180,400.00 | 206,525.14 | 236,800.00 | 206,407.93 | 247,500.00 | |
| Expense (70) | | | | | | | | | |
| | 50020-75 | Salaries & Wages - all | 28,000.00 | 28,000.00 | 29,723.61 | 47,000.00 | 45,677.48 | 41,000.00 | (Bella less time-6k) |
| | 56000-25 | Contract Services - Tasting/Awards | 35,000.00 | 30,000.00 | 16,680.74 | 15,000.00 | 9,472.75 | 10,500.00 | Sound, lighting, screen \$15,000 ; \$20,000 food |
| | 56000-35 | Contract Services - Awards Night | | | 600.00 | 2,100.00 | 600.00 | - | |
| | 56000-45 | Contract Services - Wine Competition | 18,500.00 | 18,500.00 | 17,320.00 | 17,200.00 | 16,175.00 | 16,500.00 | Sheila Q, Enofile, Wine Coordinator, K Barrett |
| | 56000-55 | Contract Services - Food Competition | 5,000.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,775.00 | 3,500.00 | Annie V add cost of pro food judge agreements |
| | 56000-75 | Contract Services - Operations | 3,000.00 | 3,000.00 | 4,844.00 | 5,000.00 | 6,172.00 | 5,000.00 | Security Guards-shorter time-frame |
| | 56000-85 | Contract Services - Attractions | | | 5,925.25 | 6,050.00 | 5,942.50 | 8,000.00 | |
| | 56040-45 | Judge's Expenses - Wine Competition | \$16,800 | \$6,800 | 6,789.80 | 9,000.00 | 7,454.73 | 13,000.00 | \$10k for judges dinner expense |
| | 56040-55 | Judge's Expenses - Food Competion | 300.00 | 300.00 | 345.51 | 250.00 | 138.75 | 250.00 | cost of pro food judge agreements |
| | 58025-35 | Awards - Awards Night | | | 180.14 | 500.00 | 1,564.17 | 1,000.00 | |
| | 58025-45 | Awards - Wine Competition | 4,500.00 | 4,500.00 | 5,312.65 | 5,500.00 | 7,977.58 | 4,500.00 | Rosettes ordered in '23 |
| | 58025-55 | Awards - Food Competition | 1,000.00 | 1,000.00 | 1,097.93 | 2,200.00 | - | 1,000.00 | |
| | 58025-85 | Awards - Attractions | | | 1,500.00 | 1,500.00 | 1,584.86 | 1,500.00 | |
| | 62010-75 | Postage - Operations | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | |
| | 62030-25 | Supplies - Tasting | 6,500.00 | 6,500.00 | 8,009.94 | 6,500.00 | 10,556.69 | 10,150.00 | |

| HARVEST FAIR BUDGET WORKSHEET | | | Revised 2024 Budget | Approved 2024 Budget | 2023 Actual | 2023 Budget | 2022 Actual | 2022 Budget | assumptions-'24 |
|-------------------------------|----------|-------------------------------------|------------------------|-------------------------|-------------|----------------|-------------|-------------|---|
| | 62030-35 | Supplies - Awards Night | | | 946.08 | 1,000.00 | 287.96 | 800.00 | |
| | 62030-45 | Supplies - Wine Competition | 1,500.00 | 1,500.00 | 1,571.06 | 2,000.00 | 2,041.50 | 750.00 | |
| | 62030-55 | Supplies - Food Competition | 200.00 | 200.00 | 123.02 | 500.00 | 429.25 | 500.00 | |
| | 62030-85 | Supplies - Attractions | | | 2,745.16 | 1,600.00 | 1,594.33 | 1,000.00 | |
| | 64020-35 | Cost of Goods - Awards Night | | | 33,312.41 | 42,433.00 | 47,296.73 | 45,000.00 | |
| | 64020-45 | Cost of Goods - Wine Competition | | | - | - | 55.76 | - | |
| | 65090-45 | Advertising - Pro Wine | | | - | 16,000.00 | - | | |
| | 65090-75 | Advertising - Operations | 30,000.00 | 30,000.00 | 23,732.52 | 28,500.00 | 46,940.55 | 53,000.00 | (\$15,000) includes publicity team contract |
| | 68030-25 | Cash/Over Short - Tasting | | | (7.41) | - | - | - | |
| | 68040-75 | Misc. Expense - Operations | | | - | 200.00 | 99.54 | 1,000.00 | |
| | 68060-75 | Director's Expense - Operations | 500.00 | 500.00 | 100.61 | 500.00 | 364.96 | 500.00 | |
| | 68080-75 | Bank Fees - Operations | 9,500.00 | 9,500.00 | 10,306.38 | 9,000.00 | 7,647.87 | 5,000.00 | |
| | 68085-75 | Insurance - Operations | 250.00 | 250.00 | 440.00 | 1,650.00 | 1,620.00 | 1,300.00 | |
| | 68095-35 | License & Permits - Awards Night | | | - | 50.00 | - | - | |
| | 68095-75 | License & Permits - Operations | 275.00 | 275.00 | 515.00 | 400.00 | 476.00 | 1,700.00 | |
| | 70010-25 | Equipment Rental - Tasting | | | - | - | - | 200.00 | |
| | 70010-35 | Equipment Rental - Awards Night | | | - | 500.00 | - | 500.00 | |
| | 70010-45 | Equipment Rental - Wine Competition | | | - | - | - | 3,000.00 | |
| | 70010-75 | Equipment Rental - Operations | | | - | - | - | 4,000.00 | |
| | 70020-75 | Utilities & Garbage - Operations | 4,000.00 | 4,000.00 | 6,000.00 | 5,500.00 | 5,500.00 | 5,500.00 | |
| | 91080-75 | Prior Year Expense - Operations | | | - | - | (4,806.40) | - | |
| | | EXPENSES | 166,825.00 | 150,325.00 | 183,614.40 | 233,133.00 | 228,639.56 | 241,650.00 | |
| | | | | | | | | | |
| | | NET INCOME (LOSS) | 21,575.00 | 30,075.00 | 22,910.74 | 3,667.00 | (22,231.63) | 5,850.00 | |