



**MEMORANDUM**  
**COUNTY EXECUTIVE OFFICE**  
**ADMINISTRATION**  
County of Placer

TO: Honorable Board of Supervisors  
FROM: Todd Leopold, County Executive Officer  
By: Greg Bills, Management Analyst II  
SUBJECT: Gold Country Fairgrounds Agreement

DATE: March 30, 2021

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**ACTION REQUESTED**

Approve and authorize the County Executive Officer, or designee, to execute an agreement with the 20th District Agricultural Association, also known as Gold Country Fairgrounds, to provide \$149,027 to the Gold Country Fairgrounds and require reporting on the use of the funding.

**BACKGROUND**

The 20th District Agricultural Association, more commonly known as Gold Country Fairgrounds, provides a venue in the City of Auburn for community events and activities, including the Gold Country Fair, Mandarin Festival, Gold Country Pro Rodeo, motorcycle races, home shows, farmers markets, emergency operations support, and public meetings.

Due to the Novel Coronavirus (COVID-19) pandemic, the Gold Country Fairgrounds was forced to cancel numerous events in 2020 and 2021. Because of these closures and cancellations, the Gold Country Fairgrounds has lost nearly \$1.3 million in revenue which could result in the permanent closure of the Fairgrounds.

On March 9, 2021, Gold Country Fairgrounds staff made a presentation to your Board regarding the fiscal and operational challenges they are facing due to COVID-19 and requested \$149,027 in funding to cover three months expenses and initial costs associated with the Gold Country Fair. Your Board directed County staff to analyze this request and return to your Board with a recommendation.

**DISCUSSION**

On March 10, 2021, County staff from CEO, Economic Development, and County Counsel met with Fairgrounds staff to discuss their fiscal and operational data and funding request. The County's Economic Development Director discussed grant opportunities and provided resources that could assist them with Federal and State grants. Fairgrounds staff said they continue to look for other funding opportunities and have already applied for the Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), and State assistance, which were all denied. After these denials, the Fairgrounds reduced their staff by 50% in May 2020 and executive staff took a nine percent (9%) salary cut. The Fairgrounds was also forced to begin drawing on a \$250,000 emergency cash reserve they established in 2018 to cover their financial losses due to event cancellations. These reserves will be exhausted at the end of June 2021.

The Fairgrounds has requested \$149,027 to support continued operation. This one-time request will cover three months of operating expenses from July 2021 through September 2021. Fairgrounds staff is hopeful that the State's COVID-19-related restrictions will allow the Gold Country Fair to be held in September 2021. If the Fairgrounds is unable to host the Gold Country Fair and/or related events due to such restrictions, it could result in the permanent closure of the

Fairgrounds unless additional revenue is realized beyond what would be provided for via this Agreement.

The Agreement has been reviewed and is supported by Fairgrounds staff.

**FISCAL IMPACT**

Upon your Board's approval, the Agreement will be funded through the Community and Agency Support FY 2020-2021 Final Budget by using General Fund in lieu of unallocated CARES funds.

**ATTACHMENTS**

**Attachment 1:** Agreement

**AGREEMENT BETWEEN THE COUNTY OF PLACER  
AND THE 20TH DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACT NO: 000000  
DEPARTMENT: County Executive Office  
DESCRIPTION: Funding of continued community events and public services

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and the 20th District Agricultural Association (hereinafter "Gold Country Fair") collectively "Parties").

Whereas, the County is providing funding to a public entity (Gold Country Fair), for a public purpose, namely to support the continuation of fair, exposition, community events, and public services provided by the Gold Country Fair in Placer County; and

Whereas, the Gold Country Fair has a long history of supporting community events with demonstrated benefit to Placer County and benefits to Placer County residents.

Therefore, it is agreed by the parties to this Agreement as follows:

**1. County Funding**

For adequate consideration as described herein, and in accordance with the terms herein, the County will provide One Hundred Forty-Nine Thousand and Twenty-Seven Dollars (\$149,027) to the Gold Country Fair within 30 (thirty) days of the execution of this Agreement by both Parties.

**2. Gold Country Fair's Continued Operation**

Gold Country Fair will use the County funding to support its continued operation in Placer County. Specifically, Gold Country Fair will continue to support community events such as the Gold Country Fair, Mandarin Festival, Gold Country Pro Rodeo, motorcycle races, home shows, and farmers markets. In addition, Gold Country Fair will continue to provide public services, such as emergency operations support, public meeting venues, and law enforcement training locations.

**3. Reporting**

Gold Country Fair will provide an informal update to the County Executive Office when County funds have been fully expended. The County Executive Office may ask the Gold Country Fair to give an informational presentation and/or final report to the Board of Supervisors on activities and events the County funds supported.

**4. Term**

Subject to the terms and conditions herein, the term of this Agreement shall be from April 1, 2021 until March 31, 2022.

**5. Merger Clause; Amendments**

This Agreement, including any Exhibits and Attachments, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set

forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

## **6. Relationship of Parties**

Gold Country Fair agrees and understands that neither Gold Country Fair nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees by virtue of this Agreement.

Except as County may specify in writing, Gold Country Fair shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Gold Country Fair shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

## **7. Hold Harmless & Indemnification**

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

Gold Country Fair hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising directly or indirectly out of, the Agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

## **8. Compliance with Laws; Nondiscrimination**

A. Compliance with Laws. All uses of County funding by Gold Country Fair shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which

prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. In its use of County funding, Gold Country Fair shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

## **9. Governing Law; Jurisdiction; Venue**

The Parties enter into this Agreement in the County of Placer, California. The laws of the State of California shall govern its interpretation and effect. The parties agree that Placer County Superior Court is the proper venue for any dispute related to the Agreement.

## **10. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of County, to:

Name, Title: Todd Leopold, County Executive Officer  
Address: 175 Fulweiler Avenue, Auburn, CA 95603  
Telephone: 530-889-4028  
Email: tleopold@placer.ca.gov

In the case of Contractor, to:

Name, Title: Don Ales, CEO 20<sup>th</sup> District Agricultural Association  
Address: 1273 High St, Auburn, CA 95603  
Telephone: 530-823-4530  
Email: ceo@goldcountryfair.com

## **11. Conflicts of Interest**

Contractor certifies that it has no current business or financial relationship with any County employee or official or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the

appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

## **12. Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**20TH DISTRICT AGRICULTURAL ASSOCIATION ("GOLD COUNTRY FAIR")**

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

**COUNTY OF PLACER ("COUNTY")**

_____ Todd Leopold, Chief Executive
Date: _____

_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Date: _____

\*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

