

POLICY MANUAL

SEVENTH DISTRICT AGRICULTURAL ASSOCIATION

Monterey County Fair
2004 Fairground Road
Monterey, CA 93940

JANUARY, 2014

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101. INTRODUCTION

This Policy Manual is the result of the Board of Directors' efforts to establish a consistent means of serving the needs of the people of the Seventh District Agricultural Association.

It reflects the goals of the Association, brings consistency to its operation, provides fair treatment for all concerned, increases staff efficiency, cuts down on wasted effort, and relieves the Board and Management of the burden of making repetitious decisions.

The guidelines offered here are the basis upon which Management and Staff conduct the business of the District. The Board of Directors, as a policy setting body, has the ultimate responsibility for this Manual's content. Its collective decisions will be the impetus for any changes. Such changes in the policy Manual shall be made only as an attempt to further improve the Association's service to the community, and will be kept sufficiently broad and practical so as to not place undue limits or burdens on Management.

In some cases, procedures and goals are included to help insure consistent interpretation of policy. This Manual should serve as a constant tool of Management, a reminder to present Directors of policies currently in effect, and an introduction to the operation of the District for new Directors. The Policy Manual will be reviewed periodically and updated as necessary.

102. PURPOSE OF THE ASSOCIATION

1. To encourage and promote agriculture, horticulture, mineral and livestock production, domestic arts, agricultural mechanics and industrial education;

2. To hold expositions and exhibitions of all the industries, industrial enterprises, resources, and products of every kind or nature produced in California communities; and
3. To maintain and operate recreational and cultural facilities.

103. GOALS OF THE ASSOCIATION

1. To maximize utilization of our grounds and facilities;
2. To promote use of the grounds and facilities for public, private and community events;
3. To maximize revenue to the Association;
4. To exercise fiscal responsibility and control over all expenditures;
5. To conduct all business of the Association in the spirit of neighborliness and awareness of community trends and concerns;
6. To promote and encourage community involvement; and
7. To channel the primary marketing efforts so they will be complimentary to existing commercial and civic special event facilities.

104. MISSION STATEMENT

The Mission of the Monterey County Fair & Event Center (7 D.A.A.) is to create, produce and offer quality events in a unique setting to educate, entertain and inspire people in order to promote the agricultural heritage, cultural diversity and bountiful resources of Monterey County.

105. BOARD MEETINGS

It is this Board's policy that, above all else, its meetings be conducted:

1. With fairness for all concerned;
2. With sufficient attention to detail as to be responsible for the direction of the District and its ongoing business affairs;
3. In as expeditious a manner as possible;
4. With the best interests of the District always considered of foremost importance; and
5. With attention paid to the discussion and determination of matters of policy.

201. NOTIFICATION

201.1 Notification of Meetings – In order to assure compliance with State regulations, public notice of all annual, regular and special Board meetings will be mailed to local media, upon written request, no later than ten (10) days prior to each meeting. Such notice shall also be mailed to each Director, and interested parties. Exceptions

shall be emergency meetings as defined in the by-laws of the Association.

- 201.2 Mailing Information to Directors** – An agenda packet shall be sent to each Director at seven (7) calendar days prior to each annual, regular and special meeting. Exception shall be as noted above. It shall include: the agenda, minutes of the past month's Board meeting (if they have not already been mailed), updated financial reports, and other documents pertaining to the agenda.
- 201.3 Requests to Place Items on the Agenda** – All other requests for matters to be placed on the agenda by the public or a Director must be submitted to the Manager by 12:00 noon twelve (12) calendar days prior to the regularly scheduled meeting. Requests from the public must be submitted in writing
- 201.4 Requests for Public Appearance Before the Board** - Any item requiring action requested by individuals wishing to appear before the Board must be presented to the Manager in writing by 12:00 noon twelve (12) calendar days prior to the regularly scheduled meeting.
- 201.5 Quorum** – Five Directors, determined by roll call, shall be necessary to constitute a quorum for the transaction of business.
- 201.6 Attendance** - All directors are required to attend all regularly scheduled meetings of the Board of Directors. Absences will be governed by Food and Agriculture Code Section 3967, authorizing Boards to grant excused absences for Directors who miss meetings. Such excuse is not required unless a Director misses three (3) consecutive meetings, at which time such Director is presumed to have resigned, unless the Board excuses the absences. Absences for reasons of health or acts of nature, or any reason that the Board may choose to excuse, are excusable. Any action taken on absences shall be reflected in the Minutes. It is the Director's responsibility to notify the Board President in writing, of the reasons for the three consecutive absences from regularly scheduled Board meetings. The Board president shall inform the Governor of compliance with the law (Food and Ag Code Section 3967) when three consecutive unexcused absences occur from regular Board Meetings.
- 201.7 Conduct of Meetings** - All meetings will be conducted in accord with Robert's Rules of Order, except for State required procedures.

201.8 Voting – The President of the Board of Directors is a voting member of the Board and shall vote on all motions. All other Directors shall vote on all motions. Abstentions are allowed only for a declared conflict of interest.

201.9 Agenda Approval – The agenda requires Board approval prior to the conduct of the business of the Association. Any changes in the agenda should be included in the motion to approve.

201.10 Public Appearance – Public appearances shall be allowed and reasonable time will be allowed at the discretion of the President of the Board of Directors for any person wishing to address the Board. No action may be taken and any request for action will be continued to the next regular Board meeting as an agenda item.

201.11 Consent Agenda – Items for Board approval that are routine and adhere to current Board policy, or are covered by standard State regulations, will be designated under the heading “Consent Agenda”. They will be designated under the heading “Consent Agenda”. They will be approved as a group with one motion. Prior to their approval, any Board member may request either an explanation of any item contained therein or its removal from the consent agenda for separate consideration.

201.12 Minutes of Board Meetings – All Board meeting transactions shall be recorded in a precise and succinct Manner and shall become the official minutes of the meetings of the Board of Directors of the Seventh District Agricultural Association following approval and adoption by the Board. Any corrections and additions shall be recorded in the minutes of the meeting in which such corrections and additions were approved and adopted.

301. BOARD COMMITTEES

The President of the Board shall appoint “Standing Committees” no later than the Annual Meeting. Existing committees shall remain in effect until the appointments are made. These committees shall study matters of policy and develop recommendations for Board consideration. Additional committees shall be appointed only when areas of concern arise that are clearly outside the jurisdiction of existing committees.

These committees shall be composed solely of members of the Board and shall not exceed four (4) members. The President will chair the Executive Committee. The chairperson of all committees will be designated by the President. The

Manager or his designated representative may be in attendance at all noticed committee meetings.

Committees shall act only to bring recommendations before the full Board, unless given specific authority by board action to act on behalf of the Board. All committee meetings shall be public meetings. Committee meetings shall be called by the committee chairperson or the Manager and shall be in accordance with existing policy. A roster of attendance of all committee meetings shall be kept. Committee recommendations will be duly recorded in regular Board meeting minutes.

401. STANDING COMMITTEES

The President of the Board is authorized to appoint Standing Committees consisting of two (2) to four (4) Board members to study, make recommendations for Fairgrounds activities, fiscal matters, policies and such other matters as deemed necessary for the welfare of the Seventh District Agricultural Association. The President of the Board, with approval by a majority vote of the board of directors, may periodically add, delete or change the name of any committee.

Standing Committees shall report to the Board of Directors their findings and recommendations for consideration and action by the Board.

401.1 EXECUTIVE COMMITTEE – Membership includes the President, Vice-president, 2nd Vice President, and one Director appointed by the President. Responsible for meeting at the request of the President or the Manager to discuss management, personnel matters, financial matters and to handle emergency situation.

401.2 BUILDING AND GROUNDS COMMITTEE – Responsible for all property, building and equipment leases; short and long term rental contracts and Master planning. Reviews and reports to the Board of the status of the physical facilities and recommends policy and priority for improvements.

401.3 FINANCE COMMITTEE – Responsible for all financial matters as they relate to the District, including budgeting, accounting, accounting procedures, loans, bonding, cash investments and long range capital planning. The Committee shall review all proposed contracts, leases and license agreements and make recommendations to the Board for its consideration. All contracts,

leases, and license agreements shall attempt to have the approval of the Board prior to enactment.

The Committee shall make an assessment of the internal control structure, including applicable internal administrative controls used in administering funds from all sources.

The Committee shall plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

A quarterly report of the financial position of the Seventh District Agricultural Association, including cash flow, shall be presented to the Board in the regular meeting next succeeding the audit.

401.4 NOMINATING COMMITTEE – Membership – To be composed of three (3) members of the Board. **One (1) member, designated to be chair, shall be selected by the current Board President. Two (2) members shall be selected by a majority vote of the Board of Directors. A Board Member who is a member of the nominating committee *shall be* eligible for nomination as President, Vice President, or 2nd Vice President and shall be permitted to nominate and/or vote for himself/herself as the nominee.**

Function – To meet annually prior to January’s Annual Board Meeting to nominate a President, Vice-President, and 2nd Vice President at the December meeting, and may recommend that the Manager serve as Secretary-Treasurer to the Association.

“All members of the board shall be contacted by the nominating chairman and given the opportunity to ask to be considered for any of the above offices prior to the nominating committee’s first meeting.”

“Terms for any of the above offices cannot exceed two consecutive years and must be voted on by a majority of the board. If a special circumstance occurs the board has the authority to extend the term for a third year. This must be a unanimous vote.”

(amended on 10/20/05)

401.5 POLICY AND BY-LAWS COMMITTEE - To review and update the Policy Manual and By-Laws to conform to changes in State law and to draft new policies for the Board’s consideration as the need arises.

401.6 SATELLITE RACING/INTERIM EVENTS COMMITTEE – To evaluate and make recommendations to the Board regarding the operation of the District’s satellite racing facilities. To review all matters related to the planning and staging of special events on the fairgrounds. To review all matters related to the marketing and promotion of interim events at the fairgrounds.

401.11 FAIR COMMITTEE – To review all matters related to the annual planning and staging of the annual County Fair.

501. VOLUNTEER POLICIES

GOAL

To provide an orderly, harmonious and equitable policy for Association/Volunteer relations in the interest of maintaining and improving the high standards of exhibitions and other programs at the Monterey County Fair, while encouraging community involvement.

BASIS OF VOLUNTEERISM

Volunteerism at the Monterey County Fair will be determined on the basis of qualifications, demonstrated competence, and diversity of experience for the specific service. Decisions regarding recruiting, staffing and termination of active service of volunteers are made by the Building Superintendent(Department Chair), the General Manager and/or the appropriate staff.

FINAL AUTHORITY

Final authority with respect to all volunteer policies of the Monterey County Fair is vested in the General Manager.

RESPONSIBILITY OF THE GENERAL MANAGER

The General Manager is responsible for carrying out the policies set by the Board of Directors as well as for the day to day functioning of the event. The General Manager will provide leadership to the staff and develop programs relevant to the goals set by the Board and its committees. (Adopted December 15, 1992)

601. VOLUNTEER COMMITTEES

Volunteer Committees shall consist of persons interested in furthering the cause(s) of the Seventh District Agricultural Association, including the Fair and any special events sponsored by or co-sponsored by the Association.

The Board reserves the right to make or approve all committee appointments.

Committee members shall be appointed for a period of one year. Members may be re-appointed to the same committee or may be appointed to other committees in succeeding years.

Committee members and volunteers shall not sign official paperwork of the Monterey County Fair/7th DAA. (revised 4.4.14)

These Volunteer Committees may serve in an advisory capacity to the Manager and appropriate staff who in turn, will report to the Board of Directors, in the operation of the department during the designated event.

601.1 ADVISOR COMMITTEES - The purpose(s) of Advisory Committees shall be to assist, suggest and/or recommend a course of action to the Manager and/or to the appropriate staff who will in turn, report to the Board of Directors.

601.2 WORKING COMMITTEES - In addition to serving in an advisory capacity, members of working committees shall take an active part in the day-to-day operations of the activity of which they are a committee member under the direction of the Manager an/or appropriate staff .

All notices of committee meetings shall be in accordance with the guidelines set forth by Bagley-Keene.

Minutes, with a list of members present, shall be recorded for each committee meeting.

The Building Superintendent (Department chair) will submit a list of committee recommendations to the Manager for review and approval annually, within ninety (90) days following the completion of an event. Suggested committee appointments will be submitted for Board approval no later than the April Board of Directors meeting in conjunction with the approval of the Entry/Exhibit Guidebook. Board members may submit names for committee appointments. (Revised December 15, 1992)

The Manager shall implement a media campaign seeing volunteers to serve on the Association's volunteer committees.

The Manager shall develop job descriptions for committee volunteers.

Joint critiquing of an event by the Building Superintendent (Department Chair) and/or Manager and committee members shall take place within forty-five (45) days of the completion of an event. Upon completion of this critique, the Building Superintendent (Department Chair) will appear before the Board at the October

Board meeting to report their suggestions and/or recommendations for the following year. This will be done in conjunction with the Board of Directors annual critique of the Fair. (Revised December 15, 1992)

Committee members can be terminated by the Fair Manager if the Manager believes it necessary to keep a good working order of a committee. (Adopted December 15, 1992)

701. RECOGNITION AWARDS FOR VOLUNTEER/BOARD SERVICES

The Board and/or the Manager shall recognize worthy contributions from volunteers and retiring members of the Board.

Board members may make recommendations to the Manager for recipients of recognition awards and/or letters of commendation.

The Board shall be apprised of all recipients of awards and/or letters of commendation.

702. USE OF FAIRGROUNDS

Board Policy regarding use of Fairgrounds facilities and equipment:

1. The Association shall sponsor the annual Fair.
2. The use of the Fairgrounds by the public shall be encouraged by the Board of Directors and its Manager.
3. Every effort shall be made by the Manager and Board of Directors to insure that rental rates be competitive. All use of the Fairgrounds shall be in the best interests of the Association.
4. Association equipment shall not be made available for use outside the Fairgrounds without the approval of the Manager.
5. Management shall use prudent judgment when renting the facility to weigh all factors which may affect the surrounding neighborhood and local community.
6. The Manager shall present to the Board of Directors a "Rental Fee Schedule" at its January meeting, to include buildings, equipment and grounds.
7. No event will be permitted without adequate security. Security levels will be determined by Management based upon the nature of the event and anticipated attendance.

At no time shall the use of the fairgrounds by a non-profit organization be a deficit to the State of California. Non-profit use of the facilities shall be extended ONLY to those organizations that hold a 501c-3. The State shall be reimbursed for ALL actual expenses (i.e. utilities, equipment, set-up, damages and/or loss to State property). Booking of the facility by the above described organization/agency shall not be made more than thirty (30) days prior to event date requested. The facilities shall not be available on weekends between the months of April-October. Any/all requests for weekdays shall abide by the thirty (30) day rule.

(Adopted April 21, 1992) 9. IN KIND services shall be solely determined by the Fair Manager for the use of State fairgrounds property in exchange for monies. The IN KIND services shall be equal to the dollar value placed on the services, building, or open space as approved annually by the Board of Directors under rental rates at their January meeting.

In either instance, as referred to in the above, a rental agreement shall be executed and shall include current insurance as required by the State of California. (Adopted April 21, 1992)

703. CONTRACT POLICY AND RECOMMENDED BEST PRACTICES FOR CONTRACTING BY CALIFORNIA FAIRS

1. Fundamental Contracting Policies

- a. It is the policy of the Fair that all contracting for the use of its property shall be in writing, free of any type of illegal discrimination, and in compliance with applicable law.
- b. Under any situation where the contract term is to be greater than one year, or is to grant a contractor an exclusive, or where there is known competition in the market place, the Fair recognizes sound public policy and therefore requires that all such contracts shall be competitively bid.
- c. No contract which has been awarded pursuant to a competitive bid process may be assigned, renegotiated, or amended in any material respect without first complying with competitive bidding requirements.
- d. Except for situations where the Board of Directors (Board) has expressly delegated limited authority to the General Manager, all contracts must be submitted and shall be approved by the Board in order to bind the Fair and be effective.
- e. All contracts that require the Department of Food & Agriculture (Department) approval pursuant to Food & Agricultural Code section 4051 et seq. must be entered into and submitted to the Division of Fairs & Expositions (Division) for approval in accordance with the Division's guidelines and procedures.
- f. For any event that is to be conducted or performed on Fair property, all contracts shall incorporate the Fair's Rules and Regulations.

2. Recommended Best Practices for Contracting

- a. Responsibility of Fair
 - i. The Board of Directors is responsible for the management, operations, and control of its fairgrounds and must make thoughtful and informed decisions concerning the appropriateness of the use of its property. Accordingly, when planning and contradicting for events and activities that take place on its property, the Fair should operate in conformity with its goals, objectives, and mission statement. Moreover, the Fair must be aware of applicable federal, state, and local laws and measure

the impact of fair events and activities on the community in which the Fair resides.

- ii. Delegation of Authority – It is a common practice for the Board of Directors (Board) to delegate authority to the General Manager/Chief Executive Officer to enter into contracts without Board approval up to a certain maximum dollar limit. Nevertheless, the Board can not delegate its responsibility for any such contracts entered into by the General Manager/CEO without its prior consideration. With this in mind, it is recommended that the Board should condition and limit such delegations of authority to contract by the general Manager/CEO to include only events or activities that will not potentially involve large crowds, multiple days, incite local opposition, or the need for heightened security.
 - iii. Consultation with Legal Counsel – Even though the law allows a Fair to contract for and reasonably regulate certain types of events or activities that take place on its property as to time, place and manner, it is advisable for the Fair to consult with legal counsel from the Attorney General’s Office in determining whether a particular event is appropriate or whether certain safeguards might be required in order to hold a specific event or activity.
- b. Necessity of a Written and Approved Contract
- i. All uses of Fair facilities and/or its equipment shall be covered by a written agreement approved by the Board of Directors.
 - ii. In conducting its operations, Fairs are encouraged to establish minimum contract terms and conditions; for example, security deposits, payment schedules, minimum liability insurance, security and medical emergency plans, traffic and safety plans, etc. as conditions precedent that must be satisfied prior to an event/activity taking place.
 - iii. In the event the Fair needs assistance in contracting, the Division of Fairs and Expositions (Division) as well as the Fair’s legal counsel from the Attorney General’s Office, are available for consultation and advice. For most contracting scenarios, the Division has sample contracts and forms, but Fairs are advised not to blindly fill in the blanks without adequately performing due diligence prior to contracting.
- c. Oversight and Enforcement
- i. The Fair shall provide adequate oversight over the Contractor’s performance of any contract.
 - ii. To ensure adequate oversight, no contract shall be entered into unless the contract allows for Fair staff or Fair controlled security to have complete access to the premises at all times during an event or activity.
- d. Due Diligence
- i. No contract shall be entered into without conducting an appropriate due diligence inquiry involving the background of the

contractor and the type of event or activity that is the subject of proposed contract.

- ii. Contractor Background
 1. Name (Individual or type of Business Entity)
 2. Status of Contractor
 3. Duration Contractor in Business
 4. License and permit requirements (state and local)
 5. Secretary of State (business and non-profits registration)
 6. Reference Checks
- iii. Type of Contract or Event
 1. Determine type of contract (for example, fairtime, interim event, lease, purchase, revenue generating, or sponsorship)
 - a. Type of contract will determine form of contracting document and legal authority
 - b. Use approved Fairs & Exposition form, if applicable and appropriate
 2. Determine the type of event, the dates, and the hours of operation
 - a. If alcohol is involved, consider the guidelines of the Alcohol Beverage Control agency, the type of license required, and age of attendees
 - b. Curfews and Fair's hours of operation
 - c. Compliance with the Fair's master plan and California Environmental Quality Act
 - d. Hazardous activity or event-for example, gun shows, consider special statues and requirements for conducting gun shows
 - e. Always provide for adequate Fair indemnification and insurance liability coverage by contacting the California Fair Services Authority
 3. Assess the potential impact on the Fair's rules and regulations, size of crowd, security issues, and local community standards and laws
 4. Perform financial benefit/cost analysis: unless the contract involves a charity type event, the Fair should obtain a reasonable rate of return for the use of its property or facilities
- iv. Due Diligence Assessment – After performing due diligence, the Fair may choose not to contract for an event or activity that it determines may adversely impact its mission or best interests.
- e. Security
 - i. No event shall be permitted without adequate security.

- ii. As a minimum, any contract should provide that security levels will be determined by the Fair based on such factors as the nature of the event, duration, anticipated attendance, traffic, and other potential impacts on surrounding community.
 - iii. Depending on attendance, duration of event, noise, and potential impact on the local community, it is advisable to consult with local law enforcement in assessing the need for potential security.
- f. CFSA Insurance Requirements for Fair Contracts
- i. All events or activities taking place on a fairground must provide proof of liability insurance coverage prior to any event or activity taking place at the fairgrounds. This requirement reflects that there are risks involved in ALL uses of fair facilities. Proper liability insurance coverage protects the State of California, the fair and contractors from these risks.
 - ii. California Fair Services Authority (CFSA) a joint powers agency for California fairs, has established minimum acceptable requirements for all types of events and activities occurring on California fairgrounds. CFSA assists fairs by reviewing and determining the adequacy of the submitted proof of insurance coverage for fair contracts. This process assures that the proper insurance is in place prior to the state of any event or activity.
 - iii. For any Rave party event, proof of general liability insurance coverage with limits of at least \$2 million per occurrence must be submitted to the fair at least two weeks prior to the event. This proof is sent to CFSA for an insurance compliance review which determines the adequacy of the submitted proof.

704. SPONSORSHIP PROCEDURES

The 7th District Agricultural Association Board of Directors authorizes the District's Chief Executive Officer to negotiate an agreement on behalf of the 7th DAA with sponsorship coordinator. The sponsorship coordinator may be an employee or an independent contractor, whichever is in the best interest of the DAA as determined by the CEO. Once a determination has been made by the CEO, the CEO will inform the Board of the decision. In the event an Independent Contractor is selected, the CEO will place the contract on the consent agenda at a regularly scheduled board meeting for discussion and approval.

The sponsorship coordinator will seek and negotiate sponsorships on behalf of the 7th DAA. Once a pending sponsorship has been negotiated on behalf of the 7th DAA, the sponsorship coordinator will write a proposal for consideration of the CEO. If the sponsorship is accepted and approved by the CEO, Fair administrative staff will prepare a sponsorship agreement for signature of the CEO and the sponsoring party. All sponsorship agreements will be placed on the

consent agenda for the Boards' review and approval. These sponsorship procedures will be kept on file at the 7th DAA.

705. PROCEDURES

Request for use of the Fairgrounds may be granted by verbal approval.

1. Requests for a date reservation for a proposed event at the Fairgrounds may be accepted in writing for a period of up to thirty (30) days at the discretion of Management. More than one request for the same date can be handled on a "first come, first served" basis at Management discretion, bearing in mind that good of the Association. All reservations must be accompanied by a completed "Application for Use of Fairground" and a deposit. Deposit will be non-refundable if event is cancelled less than thirty (30) days prior to scheduled date of event.
2. All details to be included in the rental of the Fairgrounds shall be recorded on an "Application for Use of the Fairgrounds" (see appendix). Rough drafts of this form will be made for Renter and Staff when staff meets initially with Renter. A typed copy will be forwarded to: 1)Maintenance Personnel, 2)Security Personnel, 3) Concessionaire, 4) the Renter, and any other group or individual having legitimate need.
3. Whenever possible, a contract will be completed sixty (60) days prior to rental.
4. All bills for use of facility and equipment rentals shall be paid within thirty (30) days of the completion of the event.
5. If deemed necessary, a refundable security/damage deposit (amount to be determined by Management) shall be required.
6. All major events sponsored by the 7th District Agricultural Association are to be reviewed by the Board of Directors on a monthly basis during their planning stages with a progress report and a budget which is to be approved by the Board of Directors. (Adopted September 17, 1991)

706. PERSONNEL

General

707. PERSONNEL POLICY OTHER THAN THE MANAGER

1. All hiring will be done in accordance with the Affirmative Action Program of the State of California.
2. All permanent and temporary personnel shall be hired by the Manager.
3. All interviews conducted by the Manager for Civil Service positions shall be taped. That tape shall remain on file until the employee has completed the State mandated probationary period.
4. The Manager is charged with the responsibility for the work performance of all employees.
5. Directors' concerns regarding personnel shall be directed to the Manager in a timely manner. If the issue is not resolved directly with the Manager, then the matter shall be taken to the Executive Committee for resolution within fifteen (15) working days of the receipt from either party of a written request.
6. Directors shall not become involved in the supervision or evaluation of any employee except the Manager.
7. Permanent Office personnel shall not be related to the Manager, Business Assistant or any Director.
8. All personnel files are confidential. Access to information contained in such files may be granted only to the employee concerned and the Manager. The necessary preparation of personnel file information may be performed by a clerical employee designated "Confidential" by the Manager. Discussion of personnel file information by the Manager or confidential employee is prohibited.
9. Management will not knowingly hire anyone working in this country illegally.
10. The Manager will submit his/her recommendation of Building Superintendents (Department Chairs) at the January Board meeting for Board approval.

708. PERSONNEL POLICY FOR THE MANAGER

The Manager is hired by a majority vote of the appointed Board of Directors. The Manager is responsible for managing the business of the Association in accordance with the policy established by the Board of Directors and the pertinent directives of the State of California.

1. The Manager shall present to the Board of Directors proposed management goals for the coming year. These goals are to be presented in final form to the Board of Directors for adoption at the Board Retreat each year.
2. Upon approval, these goals shall be combined in written form with any goals that may be set forth by the Board, and any guidelines produced by the Division, to form the criteria by which the Manager's performance in the coming year will be evaluated.

709. FAIR MANAGER EVALUATION PROCEDURES

It shall be the policy of the board to conduct a manager's performance evaluation each year within a month of his or her hire anniversary date. (amended 10/20/05).

The criteria for the evaluation shall be in conformance with the Manager's adopted Job Description and Performance Evaluation form.

These criteria shall be agreed upon in advance by the Board and the Manager, shall be clearly indicative of job effectiveness, be measurable or observable and appropriately weighted relative to other criteria.

The manager must present his/her goals for the organization in January of each year. A presentation stating completion of goals met shall be presented to the Board of Directors yearly prior to evaluation process.

The Manager's yearly evaluation shall be the month of the Manager's hire date. Evaluation forms shall be distributed to Board members one month prior to evaluation date. Board will submit forms to the Board President for compilation. Manager's evaluation shall be held in closed session. Final evaluation shall be approved by a two-thirds majority of the Board before the review with the Manager and shall be based on solid data with full responsibility for all evaluation statements resting with the President of the Board. (Revised on 3/17/05)

710. DIRECTORS RESPONSIBILITIES

1. To attend all meetings and other functions of the Board. A Director must not miss three consecutive meetings;
2. To stay well informed on Board matters;
3. To express opinions at Board meetings concerning policy matters discussed by the Board;
4. To refrain from making decisions that impact Management areas of responsibility;
5. To place the good of the Association before that of personal or professional gain;
6. To act in accordance with the Policy Manual;
7. To abide by the majority decision of the Board;
8. To assist Management with raising money for the Association;
9. To act as an Ambassador for the District and project a positive image of the Association;
10. To approve an annual budget that is workable for the Association; to stay informed on the levels of expenditure contained in the budget; to be concerned with the impact their decisions may have on the financial soundness of the Association;

11. As a courtesy to the Board and in the best interest of the Association it is highly recommended that a Director who is nearing completion of his/her term notify the Board by December 1 of his/her intent to seek reappointment.

711. PUBLIC STATEMENTS

The designated spokesperson for the Association shall be the General Manager. In his/her absence, the president or his/her designee shall serve as spokesperson.

If a Director finds it necessary to make a public statement regarding sensitive issues, the Director must state that the opinion is not necessarily the position of the majority of the Board of Directors.

All public statements made by the Manager, any Director, or officially designated spokesperson should present a positive image of the Association.

712. DIRECTORS COMPENSATION

Expenses incurred by a Board member in the conduct of Association business shall be reimbursed by the Association upon approval of the Board of Directors and submission of the required expense form and receipts.

Attendance at conventions and/or conferences shall have prior approval of the Board of Directors.

713. SAFETY PROGRAM

Safety for all who utilize the Monterey Fairgrounds is the Board's responsibility.

Management shall prepare an IIPP (Injury & Illness Prevention Program) which will set forth the Association's safety programs for employees, contractors, exhibitors and the general public.

Management will make every effort, through proper rules and enforcement, to create a safe environment at all times, and to make the altering of any unsafe practices or conditions the first priority. In this regard, it is the direct responsibility of the Manager and supervisors:

1. To insure that any employee is experienced in the job being performed;
2. To train employees in safety matters relating to their individual job assignments;
3. To effectively enforce the safety program;
4. To see that an employee who causes a safety infraction be duly reprimanded.

714. ALCOHOL/DRUG POLICY

The use of illegal drugs is prohibited at any time by any employee of the 7th D.A.A.; satellite wagering facility; or any employee of a contracted company doing business at the Monterey County Fair. Should an employee wish to remain on grounds to attend any special event or satellite wagering, after their scheduled shift, they shall remove an/all fair I.D./uniform before purchasing alcohol.(Adopted September 19, 1996)

Alcohol Concessions

The Seventh District Agricultural Association has a Master Concessionaire, who operates with a permanent liquor license, under contract. This concessionaire is given certain rights to alcoholic beverages sold on the grounds. Under specific conditions, determined by fair management, other alcoholic beverage concessions may be given the right to serve either solely or at times, in conjunction with the master concessionaire.

Admissions

1. Patrons WILL NOT be allowed to bring alcoholic beverages on to the fairgrounds at any fair sponsored event, or at any interim event, unless otherwise stated specifically in interim event rental agreement. This statement is posted at all entrance gates as well as printed in each event rental agreement under, Rental Rules and Regulations, rule #9 and #12. Rule #7 – No ice chests, cans, bottles or containers are allowed on the grounds. Rule #12 – It is unlawful for any person(s) or organization(s) to bring or have upon these premises any alcoholic beverages other than the alcoholic beverages which the licensed caterer of the Fairgrounds is authorized to sell. Any packaged liquor brought onto the grounds shall be confiscated.
2. Persons intoxicated on the fairgrounds may be ejected/removed from the grounds by event security. In this instance the local police department should be contacted by event security as to the circumstances surrounding ejection/removal of patron and possible pick up of the individual by the police.
3. It is this facilities policy that patrons ejected/removed from the grounds under these circumstances will NOT receive a refund of admission. In the case of an interim event, any refund shall be up to the individual event.

Sale of Alcoholic Beverages

1. This facility has a Master Concessionaire who will be the alcohol server at most events. Should an event meet the requirements and be allowed to serve/sell their own alcoholic beverages, or there be more than one server of alcohol on the grounds, all servers will be professionally trained in alcohol awareness and will be required to read the Seventh District Agricultural

Association, Monterey Fairgrounds policies and procedures and sign a Server Responsibility Statement.

2. The Seventh District Agricultural Association, Monterey Fairgrounds reserves the right to discontinue the sale of alcoholic beverages at any time it is deemed proper and necessary for public health and safety.
3. All patrons must show a bona fide (legally acceptable) I.D. An I.D. is legally acceptable if it:
 - a.) Is issued by a governmental agency such as federal, state, county or city.
 - b.) Contains the name of the person.
 - c.) Contains the date of birth of the person.
 - d.) Contains a description of the person.
 - e.) Contains a photograph of the person.
 - f.) Is currently valid, in other words NOT EXPIRED.

Examples of legally acceptable I.D.'s are: a driver's license, state-issued I.D. card, Federal military I.D. card, U.S. passport (or foreign passport with photo), or a U.S. government immigrant I.D. card.

Examples of unacceptable I.D.'s are: temporary driver's licenses, non-photo driver's licenses, birth certificates and school or work I.D. cards.

4. Patrons must be at least 21 years of age to be served alcohol.
5. Fair management reserves the right to limit the purchase of beer at events to 2 beers per person, per purchase. This will be reviewed by management on an individual event basis.
6. Alcohol service will cease a minimum of one (1) hour before closing of admission gates or close of event. Fairground management reserves the right to designate specific time for alcohol service closure.
7. Servers may NOT consume alcohol while on duty because alcohol affects one's ability to make good judgements.
8. Cups for beer shall not exceed 16 ounces.
9. Cups for soft drinks will be a different color than for alcoholic beverages.
10. Patrons who are either impaired or obviously intoxicated shall not be served.
11. If a patron shows a false I.D., immediately contact security. A false I.D. is any altered, borrowed, stolen counterfeit or forged I.D. Inform the patron that you are calling security and will temporarily hold the I.,D. until security arrives. If a patron chooses to leave without the I.D. before security arrives, the I.D. has become abandoned property, not confiscated personal property. If a patron remains until security arrives, security will make a determination on whether the I.D. is acceptable. If it is determined that the I.D. is false, it will then be confiscated by security, and the patron will be detained.
12. Servers of alcoholic beverages must be at least 21 years of age.

Enforcement/Intervention

1. Security shall be notified immediately in the case of a minor caught drinking or the “passing” of alcohol to a minor.

Underage drinkers or persons passing alcohol to underage patrons will be informed of this Fair’s policy and of the law. The underage drinker will be asked to pour out his/her beverage. An incident report will be completed. If a patron is observed passing alcohol to an underage patron, after having been informed of this Fair’s policy and of the law, that person, and the underage drinker, will be ejected from the grounds and an incident report will be completed.

2. All employees and servers shall notify their supervisor or security when they observe a person who is impaired or obviously intoxicated.
3. Fair management will coordinate and communicate with local law enforcement to ensure that policies and procedures will be carried out.
4. Documentation by security, alcohol servers, medical personnel, etc. shall be completed and submitted to fair management for any/all actual or potential incident(s).
5. Persons in possession of unlawful items (i.e. weapons, drugs, false I.D.’s) will be dealt with by security in the manner agreed upon in meeting held between fair management, security, and local law enforcement prior to event.

Public Awareness

1. Alcohol policy will be posted at all alcohol stands.
 - a.) You must be 21 years of age to purchase alcohol.
 - b.) You will be required to show proof of age to be served alcohol.
 - c.) There is a limit of 2 beers per person, per purchase.
 - d.) Alcohol service will cease a minimum of one (1) hour prior to event closure; the State reserves the right to designate to increase this time up to two (2) hours.
 - e.) Intoxicated patrons will not be served.
2. Announcements regarding not drinking and driving will be made whenever possible during fair or arena events.
3. Fair management will ensure adequate signage indicating location of First Aid Station.

715. ADMISSIONS POLICY

Courtesy Admissions

California Food and Agriculture Code allows admission to the fair without payment of an admission fee, under certain circumstances and within certain

restrictions. Courtesy admissions may not exceed four percent (4%) of the previous years fair's paid admissions. Management shall bear the responsibility for distribution and accounting of courtesy admissions according to the Courtesy Admissions Budget.

For purpose of clarification, the four percent limitation shall not include special days allowed or required by the California Food and Agriculture Code.

Credential Admissions

Credentials may be issued to any person performing a service for, or on behalf of the fair including but not limited to Board Members; fair employees; fair volunteers; contractors, subcontractors and their employees; commercial exhibitors, concessionaires and their employees; entertainers and their employees; working media; and any other person who provides a legitimate service to any of the above, who in the opinion of management has reason to enter the fairgrounds to conduct business necessary or incidental to the production and presentation of the Monterey County Fair.

Credential admissions shall admit the bearer to the fairground without payment of ordinary admission fees, and may only be used for admission in connection with legitimate fair business on the grounds.

716. SERVER RESPONSIBILITY STATEMENT

Server: Read and sign

I understand that our Fair is dedicated to the safe and responsible sale and service of alcoholic beverages.

I will not knowingly serve alcoholic beverages to an underage or obviously intoxicated person. I will report any signs of illegal activity to management.

I will not consume alcoholic beverages while on duty.

I have read and understand our policies. I understand that if I follow these policies, management will fully support my decisions. I also recognize that my failure to follow these policies may result in negative consequences for my organization.

Server Signature

Date

717. SATELLITE WAGERING POLICY

Satellite facility employees, employees of the 7th D.A.A., Employee of a contracted company doing business at the Monterey County Fairgrounds are not permitted to place any wager during a race meet while on duty. Off duty employees visiting the racing facility shall remove any/all fair I.D./Uniform.(Adopted September 19, 1996)

718. SATELLITE ADMISSION DEPOSITS

The admission money is delivered to the Satellite Supervisor by the Admission Clerk, it is proofed and then a bank deposit slip is prepared, the money and the deposit slip is locked into a bank bag. The bag will then be delivered to the Bank by the Satellite Supervisor; a copy of the receipted money will be given to the Administration office for tracking.

7th DAA Accounts Receivable Policy

Definition

Receivables are defined as amounts due to the District, which are expected to be collected from customers, businesses, agencies, or other governmental units.

Invoicing and Terms

At the time of the transaction creating a receivable, an invoice is to be issued to the customer, generally by the Accounting Department. Payment terms are generally 30 days net.

Accounts Receivable Aging

The Accounting Department is responsible for periodically generating and reviewing a report showing all accounts receivable categorized by due date (Accounts Receivable Aging). The Accounting Department is responsible for promptly identifying past due accounts based on the Accounts Receivable Aging and initiating the appropriate collection activities, as described below.

Past Due and Delinquent Accounts

The Accounting Department is responsible for initiating and monitoring collection activities for accounts identified as past due and delinquent based on the Accounts Receivable Aging.

Accounts with unpaid balances 1 to 90 days past the due date are considered past due. The following procedures are to be followed on past due accounts:

30 days past due:

- Notify the appropriate operating department of the past due status of the account. Request that they immediately mitigate any additional losses as

- appropriate to their program, for example: by requiring payment in advance, by not accepting checks from this party, etc.
- The operating department calls their contact by telephone, making a friendly inquiry to ask if there is any problem, or if the payment is in transit. For all collection phone calls, the caller should make the debtor aware that we are aware of the situation and that we do not intend to ignore it. Questions that can be answered “yes” or “no” should be avoided. If a creditor gives an answer such as “I’ll mail it today,” answer with: “I appreciate that. Then I can expect it in two or three days. If I don’t have it by then, I’ll call you back.”
 - The accounting department sends another copy of the invoice, marked “Past Due,” along with a cover letter which is moderate in tone.

60 days past due:

- The Accounting Manager (or comparable manager) calls and speaks to the individual or to a counterpart (accounting supervisor or manager) if the late payer is a company. The call is stronger in tone and the reason for the late payment should be discussed.
- A second letter is sent under the Accounting Manager’s signature. This letter is firmer in tone and should begin to outline consequences.

90 days past due:

- The Chief Administrative Officer (or comparable manager) calls and speaks to the individual or to a senior manager if the late payer is a company. The call is very firm and the message is that more serious action will be taken very soon.
- A third letter is sent under the Chief Administrative Officer’s signature - this is the “demand letter.” Payment is demanded with more serious action to follow if payment is not received.
- If the debtor is a renter a notice to “Pay Rent or Quit” should be sent as well. This gives notice of pending eviction if payment is not received.

After demand letter:

- After the demand letter has been sent, if payment is not received within the time period specified in the letter, one of the collection methods detailed below should be initiated.

Accounts with unpaid balances more than 90 days past the due date are considered delinquent and are subject to collection procedures.

Collection

Collection procedures involve intensive efforts to recover amounts owed. Collection procedures are not required on accounts with a remaining balance of less than \$50. The collection method to be used will be selected from the following two options.

Small Claims Court: A claim may be filed through Small Claims Court for up to \$5,000. (Note that only two claims per calendar year exceeding \$2,500 are allowed.) A debt exceeding \$5,000 may be pursued through Small Claims Court, but any excess amount due over \$5,000 is waived. Small Claims Court should be the primary collection method for debts under \$2,500, and should be considered as an option for larger debts.

Collection Agency: A collection agency may be engaged for debts exceeding the Small Claims limits. The state no longer has master agreements with collection agencies, so the District may select and contract with an agency at its option, subject to standard selection procedures. Collection agencies will require a fee of 20% - 50% of any funds collected, and certain expenses may have to be advanced.

Write-Off Procedures

The Accounting Department may request that uncollectible accounts be written off if the billing and collection procedures have been completed without success. Several criteria may justify write-offs:

- The amount of the debt is insufficient to justify additional collection efforts.
- The debt is disputed and the District has insufficient documentation to pursue collection efforts.
- Collection activity has revealed that the debtor nor the debtor's assets can be located; or that the debtor has no assets.

Other criteria to be considered include the type of debt, how long the debt has been outstanding, and the debtor's status.

The District, with Board of Directors approval, is authorized to write off uncollectible accounts of \$500 or less. Amounts exceeding \$500 require approval from the Division of Fairs & Expositions. (Note: As of early 2002, the Division is evaluating its policies and procedures related to uncollectible accounts and is not currently accepting requests for approval.)

The Accounting Department is responsible for requesting approval to write off uncollectible accounts. In each request the Accounting Department will indicate the nature of the debt, the collection procedures followed, and the reasons the accounts are considered uncollectible. All requests for write-offs will be reviewed by the Chief Administrative Officer, and if approved, presented to the Finance Committee for their review and approval. Finance Committee approvals will be ratified by the full Board of Directors at their next meeting.

After necessary approvals, the Accounting Department enters the write-off into the computer system by issuing a credit memo to the debtor's account. The uncollectible receivables are written off against the Allowance for Bad Debts general ledger account. The Allowance for Bad Debts is reviewed annually and adjusted to the estimated exposure on uncollectible accounts at the end of each year.

Sample Collection Letter #1: 30 days past due

Date

Name

Address

City, State, Zip

Dear <Name>:

According to our records, your current balance due is \$xxx.xx. Of this amount, \$xxx.xx is more than 30 days past due.

If there is some error, or if you are unable to pay the amount due immediately, please contact me so that we can correct the situation or make suitable arrangements for prompt payment of this obligation.

Enclosed is a copy of the past due invoice for your reference.

Thank you for your prompt attention to this request.

Sincerely,

<Name>

<Title>

Sample Collection Letter #2: 60 days past due

Date

Name

Address

City, State, Zip

Dear <Name>:

We have not received any response to our invoices nor to our letter of <date of letter #1>. Your account is now over 60 days past due, and you owe us a total of \$xxx.xx.

If there is some reason why payment cannot be made immediately, please contact us so that we can make arrangements that will be mutually agreeable. Perhaps we can work out a payment schedule that would be realistic for your present circumstances.

Naturally, we do not want to endanger your credit rating or our good relationship. Therefore, we must ask that you take care of this obligation immediately so that we will not have to resort to the use of a collection agency or legal action.

We have enclosed a self-addressed envelope for your convenience. Please return it as soon as possible with your payment of the balance owed.

Sincerely,

<Name>

<Title>

Sample Collection Letter #3: 90 days past due (Demand Letter)

Date

Name

Address

City, State, Zip

Dear <Name>:

We still have received no response from our invoices nor from the letters that we sent you on <date of letter #1> and <date of letter #2>.

Your account is now seriously past due. It is obvious that our efforts to clear the account on a mutually agreeable basis have had no impact. Unless we receive payment of \$xxx.xx from you within seven days, or can work out a mutually agreeable arrangement to discharge this obligation, we will have to take further action.

Subsequently, the account will be referred to a collection agency or to the California Attorney General's office for further action. Since this can be a costly procedure for both of us, and since such action could cause serious damage to your credit rating, I would suggest that you call immediately so that we can clear the matter at once without resorting to such procedures.

Sincerely,

<Name>

<Title>

Sample Collection Letter #4: Demand Letter when the debtor has stopped payment on a check

Date

Name

Address

City, State, Zip

Dear <Name>:

On <check date>, you wrote a check to this agency in the amount of \$xxx.xx. The check was not paid because you stopped payment, and we are now demanding payment. You may have a good faith dispute as to whether you owe the full amount. If you do not have a good faith dispute and fail to pay the full amount of the check in valid funds, plus the service charge of <\$25 or \$35>, plus the costs to mail this notice within 30 days after this notice was mailed, you could be sued and held responsible to pay at least both of the following:

- (1) The amount of the check.
- (2) Damages of at least one hundred dollars (\$100) or, if higher, three times the amount of the check up to one thousand five hundred dollars (\$1,500).

If the court determines that you do have a good faith dispute with this agency, you will not have to pay the service charge, treble damages, or mailing cost. If you stopped payment because you have a good faith dispute with us, we would like to resolve the dispute. Please contact <name> to discuss your dispute. You may wish to contact a lawyer to discuss your legal rights and responsibilities.

Sincerely,

<Name>

<Title>

719. POLICY ADOPTION OR REVISION

The date of adoption or revision of any and all policies by the Board of Directors shall be recorded at the end of the policy statement as follows:

These policies were adopted by the Board of Directors at their regular Board meeting on January 16, 2014.

President, Board of Directors
7th District Agricultural Association

Date _____

Secretary/Manager
7th District Agricultural Association

Date _____