

County of Santa Clara  
Fairgrounds Management Corporation



**DATE:** April 26, 2017, Regular Meeting  
**TIME:** 2:00 PM  
**PLACE:** Directors' Conference Room, Governor's House  
SCCFMC – 344 Tully Road  
San Jose, CA 95111

**AGENDA**

In compliance with the Americans with Disabilities Act and the Brown Act, those requiring accommodations in this meeting should notify the Clerk of the Fairgrounds Management Corporation no less than 24 hours prior to the meeting at (408) 299-5001, or TDD (408) 993-8272.

Please note: To contact the Corporation and/or to inspect any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to all or a majority of the Board of Supervisors (or any other commission, or board or committee) less than 72 hours prior to that meeting, visit our website at <http://www.sccgov.org> or contact the Clerk at (408) 299-5001 or 70 W. Hedding Street, 10th Floor, San Jose, CA 95110, during normal business hours.

Persons wishing to address the Corporation on a regularly scheduled item on the agenda are requested to complete a request to speak form and give it to the Deputy Clerk. (Government Code Section 54953.3.) Individual speakers will be called by the Chairperson and are requested to limit their comments to two minutes. Groups of speakers on a specific item are asked to limit their total presentation to a maximum of twenty minutes for each side of the issue.

COMMUTE ALTERNATIVES: The Board of Supervisors encourages the use of commute alternatives including public transit, bicycles, carpooling, and hybrid vehicles.

For public transit trip planning information, contact the VTA Customer Service Department at 408-321-2300 Monday through Friday between the hours of 6:00 a.m. to 7:00 p.m., and on Saturday from 7:30 a.m. to 4:00 p.m. Schedule information is also available on the web at [www.vta.org](http://www.vta.org).

Bicycle parking racks are available in the James McEntee, Sr., Plaza in front of the County Government Center building. If this Board or Commission does not meet in the County Government Center please contact VTA for related routes.

**Opening**

1. Call to order/Roll Call.
2. Public Comment.

This item is reserved for persons desiring to address the Fairgrounds Management Corporation on any matter within the subject matter jurisdiction of the Fairgrounds Management Corporation that is not on this agenda. Members of the public who wish to address the Fairgrounds Management Corporation on any item not listed on the agenda should complete a request to speak form and give it to the Deputy Clerk. The Chairperson will call individuals to speak in turn.

Speakers are limited to the following: three minutes if the Chairperson or designee determines that five or fewer persons wish to address the Fairgrounds Management Corporation; two minutes if the Chairperson or designee determines that between six and fourteen persons wish to address the Fairgrounds Management Corporation; and one

minute if the chairperson or designee determines that fifteen or more persons wish to address the Fairgrounds Management Corporation.

The law does not permit Fairgrounds Management Corporation action or extended discussion of any item not on the agenda except under special circumstances. If Fairgrounds Management Corporation action or response is requested, the Fairgrounds Management Corporation may place the matter on a future agenda.

### **Regular Agenda - Items for Discussion**

3. Minutes Approval:
  - a. Approve minutes of the February 14, 2017 Special Meeting.
  - b. Approve minutes of the February 22, 2017 Regular Meeting.
  - c. Approve minutes of the March 29, 2017 Regular Meeting.
4. Receive report from the Office of the County Executive relating to the progress of the Fairgrounds Master Plan.
5. Receive report from the Interim Executive Director. (Mary Bartlett)
6. Receive report relating to Fairgrounds Management Corporation Financial Statement. (Debbie Abad)
7. Receive report relating to the Fairgrounds Heritage Foundation.
8. Discuss and approve removal of Delana Romero from Fairgrounds Management Corporation (FMC) liquor license and authorize Mary Bartlett, Chairperson, FMC to the license.
9. Discuss and approve Fairgrounds Management Corporation Early Retirement Incentive Program. (ID# 86119)
10. Discuss and approve receiving funding from the California Department of Food and Agriculture in the amount of \$32,487 for the 2017 Santa Clara County Fair.

### **Closed Session**

11. Recess to Closed Session to Consider the Following Items:
  - a. Public Employee Performance Evaluation (Government Code Section 54957(b)): It is the intention of the Board to meet in Closed Session to consider the following position of public employment: Executive Director.
12. Reconvene into open session and announce reportable actions, if any, taken in Closed Session.

## **Announcements**

13. Announcements and correspondence.

## **Adjourn**

14. Adjourn to the next regular meeting on Wednesday, May 31, 2017 at 2:00 p.m. in FMC Directors Conference Room, Governors House, 344 Tully Road, San Jose.

County of Santa Clara  
Fairgrounds Management Corporation



**DATE:** February 14, 2017, Special Meeting  
**TIME:** 2:00 PM  
**PLACE:** Conference Room 157  
County Government Center – 70 W. Hedding Street, 1st Floor  
San Jose, CA 95110

**MINUTES**

**Opening**

**1. Call to order/Roll Call.**

Chairperson Bartlett called the meeting to order at 2:06 p.m. A quorum was present.

Attendee Name	Title	Status	Arrived
Tyson Greaves	Director	Present	
Mary Bartlett	Chairperson	Present	
Charles Wasser	Secretary	Absent	
Vernon Medicine Cloud	Vice Chairperson	Present	
Michelle Reichert	Director	Absent	

**2. Public Comment.**

One individual addressed the Board.

**Special Agenda - Items for Discussion**

**3. Discuss and approve response of Fairgrounds Management Corporation to the Request for Proposals issued by the County of Santa Clara relating to the future of the Fairgrounds.**

Discussion ensued relating to the advantages and disadvantages of the Fairgrounds Management Corporation (FMC) submitting a response to the Request for Proposals (RFP) to the County of Santa Clara, and clarification relating to submitted proposals by outside entities and any relationship they may have with the current staff of the County Fairgrounds.

Sara Ponzio, Deputy County Counsel, County of Santa Clara, clarified that the current agreement between the County and FMC is set to expire in 2019 and noted that the County can terminate the contract at any time.

On motion of Chairperson Bartlett, seconded by Vice Chairperson Medicine Cloud, a recommendation to hold the item to February 22, 2017 failed on a vote of 2-1, with Director Greaves voting no, and Directors Wasser and Reichert absent.

Minutes Acceptance: Minutes of Feb 14, 2017 2:00 PM (Minutes Approval:)

On order of Chairperson Bartlett, the item was held to February 22, 2017.

**3 RESULT: HELD [NO VOTE] Next: 02/22/2017 2:00 PM**

**4. Discuss agreement between Fairgrounds Management Corporation (FMC) and Hemming Morse LLP for financial audit services and approve delegation of authority to Mary Bartlett, Interim Executive Director, to execute an agreement between Fairgrounds Management Corporation and Hemming Morse, LLP for financial audit services. (ID# 85095)**

Ms. Ponzio reported that the County has selected an audit firm to conduct a thorough audit of the Fairgrounds financial position and she noted that the retainer agreement with the selected firm was included in the packet for the Board of Directors.

Bruce Knopf, Asset and Economic Development Director, Office of the County Executive, County of Santa Clara, stated that he will provide County Staff to complete an audit on behalf of the County. Mr. Knopf introduced Alan Minato, Controller-Treasurer, County of Santa Clara, and indicated that Mr. Minato will assist FMC during the audit process.

Discussion ensued relating to the parties involved in completing the Fairgrounds audit, and the areas the firm will be auditing.

Mr. Minato stated that he will contact the Certified Public Accountant Firm that the Fairgrounds has selected to discuss the areas of interest for the audit.

**4 RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Tyson Greaves, Director  
**SECONDER:** Vernon Medicine Cloud, Vice Chairperson  
**AYES:** Greaves, Bartlett, Medicine Cloud  
**ABSENT:** Wasser, Reichert

**5. Discuss and approve FMC Board of Directors meeting location for February 22, 2017.**

The Board of Directors approved to hold the February 22, 2017 Fairgrounds Management Corporation Regular meeting in Conference Room 157, 70 West Hedding Street, San Jose.

Chairperson Bartlett noted that the Board of Directors will resume holding the regular Board of Directors meetings at the Fairgrounds in March.

**5 RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Vernon Medicine Cloud, Vice Chairperson  
**SECONDER:** Tyson Greaves, Director  
**AYES:** Greaves, Bartlett, Medicine Cloud  
**ABSENT:** Wasser, Reichert

Minutes Acceptance: Minutes of Feb 14, 2017 2:00 PM (Minutes Approval:)

### Closed Session

#### 6. Recess to Closed Session to Consider the following Items:

Chairperson Bartlett recessed into closed session at 2:41 p.m.

- a. Possible Initiation of Litigation (Government Code Section 54956.9(d)(4)): It is the intention of the Board to meet in Closed Session to confer with Legal Counsel regarding one item of possible initiation of litigation.
- b. Public Employee Performance Evaluation (Government Code Section 54957(b)): It is the intention of the Board to meet in Closed Session to consider the following positions of public employment: Executive Director.

#### 7. Reconvene meeting to announce actions, if any, taken during closed session.

Chairperson Bartlett reconvened the meeting at 3:48 p.m.

Ms. Ponzio announced that there were no reportable actions taken during Closed Session.

### Adjourn

#### 8. Adjourn to the next regular meeting on Wednesday, February 22, 2017 at 2:00 p.m. in FMC Directors Conference Room, Governors House, 344 Tully Road, San Jose.

Chairperson Bartlett adjourned the meeting at 3:50 p.m.

Respectfully submitted,

Jessica Schmidt  
Deputy Clerk

County of Santa Clara  
Fairgrounds Management Corporation



3.b

**DATE:** February 22, 2017, Regular Meeting  
**TIME:** 2:00 PM  
**PLACE:** Conference Room 157  
 County Government Center – 70 W. Hedding Street, 1st Floor  
 San Jose, CA 95110

**MINUTES**

**Opening**

**1. Call to order/Roll Call.**

Chairperson Bartlett called the meeting to order at 2:23 p.m. A quorum was present.

Attendee Name	Title	Status	Arrived
Tyson Greaves	Director	Present	
Mary Bartlett	Chairperson	Present	
Charles Wasser	Secretary	Absent	
Vernon Medicine Cloud	Vice Chairperson	Present	
Michelle Reichert	Director	Absent	

**2. Public Comment.**

Two individuals addressed the Board.

**Regular Agenda - Items for Discussion**

**3. Approve minutes of the January 25, 2017 Regular Meeting.**

<b>3 RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Vernon Medicine Cloud, Vice Chairperson
<b>SECONDER:</b>	Tyson Greaves, Director
<b>AYES:</b>	Greaves, Bartlett, Medicine Cloud
<b>ABSENT:</b>	Wasser, Reichert

**4. Receive report from the Office of the County Executive relating to the progress of the Fairgrounds Master Plan.**

Glen Williams, Asset Development Manager, Office of the County Executive (CEO), reported no significant change since last month relating to the Request for Proposals (RFP), and noted that the CEO has not received responses. Mr. Williams stated that the CEO may receive responses within the last 48 hours of the March 30, 2017 deadline.

Minutes Acceptance: Minutes of Feb 22, 2017 2:00 PM (Minutes Approval:)

**4 RESULT: RECEIVED [UNANIMOUS]**  
**MOVER:** Tyson Greaves, Director  
**SECONDER:** Vernon Medicine Cloud, Vice Chairperson  
**AYES:** Greaves, Bartlett, Medicine Cloud  
**ABSENT:** Wasser, Reichert

**5. Receive report from the Development Manager of the Santa Clara County Fairgrounds. (Valerie Merklin)**

Valerie Merklin, Development Manager, Santa Clara County Fairgrounds, provided a presentation highlighting the duties of the Development Manager position, the development plan for 2017 calendar year, sponsorship opportunities, marketing using various social media sites, and events that Fairgrounds staff has attended to promote the annual County Fair.

Ms. Merklin stated that the Fairgrounds has collaborated with the San Jose State School of Hospitality to provide an internship position to students to focus on the Fairgrounds social media marketing.

Discussion ensued relating to volunteer opportunities, monthly newsletter distribution throughout the County, and Fairgrounds staff collaborating with non-profit organizations to promote the Fairgrounds.

**5 RESULT: RECEIVED [UNANIMOUS]**  
**MOVER:** Vernon Medicine Cloud, Vice Chairperson  
**SECONDER:** Tyson Greaves, Director  
**AYES:** Greaves, Bartlett, Medicine Cloud  
**ABSENT:** Wasser, Reichert

**6. Receive report from the Interim Executive Director. (Mary Bartlett)**

Chairperson Bartlett provided information relating to damage from recent weather, upcoming installation of security cameras, booked Fairgrounds events from January 2017 through May 2017, and ongoing improvements to security of events, recreational vehicle (RV) areas, and maintenance of the grounds. Ms. Bartlett stated that all doors in the buildings are being replaced to meet current fire code standards. Finally, she noted that all light bulbs throughout the property are being replaced with light-emitting diode (LED) lights as part of the sustainability program.

**6 RESULT: RECEIVED [UNANIMOUS]**  
**MOVER:** Tyson Greaves, Director  
**SECONDER:** Vernon Medicine Cloud, Vice Chairperson  
**AYES:** Greaves, Bartlett, Medicine Cloud  
**ABSENT:** Wasser, Reichert



**7. Receive report from the Finance Committee. (Debbie Abad) (ID# 85186)**

Debbie Abad, Account Manager, Santa Clara County Fairgrounds, provided an overview of the written financial summary, highlighting \$459,000 profit for the 2016 calendar year, a \$288,000 improvement over the previous year. Ms. Abad stated that events profits were \$480,000. She further stated that Bingo revenue was \$176,000, that food and beverage revenue was \$140,000, and that the County Fair had a loss of \$193,000.

Discussion ensued relating to the current cash balance as of December 31, 2016.

Further discussion ensued relating to budget loss due to maintenance and equipment purchases and the status of the reader board revenue.

<b>7 RESULT:</b>	<b>RECEIVED [UNANIMOUS]</b>
<b>MOVER:</b>	Tyson Greaves, Director
<b>SECONDER:</b>	Vernon Medicine Cloud, Vice Chairperson
<b>AYES:</b>	Greaves, Bartlett, Medicine Cloud
<b>ABSENT:</b>	Wasser, Reichert

**8. Receive report relating to the Fairgrounds Heritage Foundation.**

No report was received.

**9. Discuss and approve response of Fairgrounds Management Corporation to the Request for Proposals issued by the County of Santa Clara relating to the future of the Fairgrounds. (Held from February 14, 2017 Fairgrounds Management Corporation Special meeting, Item No. 3)**

Discussion ensued relating to the Board continuing to hold the item to a future meeting.

Director Greaves motioned to vote whether the FMC should submit a response to the RFP. Director Medicine Cloud seconded to amend the motion to allow for a recess and teleconference with Directors Wasser and Reichert; Michael Rossi, Deputy County Counsel, County of Santa Clara, clarified that teleconferences must be noticed in advance.

Director Greaves motioned to request Fairgrounds staff to update the FMC response to Request for Qualifications to prepare FMC's response to the RFP. Chairperson Bartlett seconded the motion.

Discussion ensued relating to availability of Fairgrounds staff to prepare the response.

Ms. Merklin noted the potential for conflict of interest in the review of responses to the RFP should the FMC itself respond to it.

Mr. Williams clarified that the FMC Board of Directors can comment on materials relating to the responses once they are made public. He further noted that the FMC

Minutes Acceptance: Minutes of Feb 22, 2017 2:00 PM (Minutes Approval:)

Board of Directors will not be included in the initial selection process prior to public notice.

Director Greaves withdrew his motions.

On order of Chairperson Bartlett, there being no objection, the item was held to March 29, 2017.

**9 RESULT: HELD [NO VOTE] Next: 03/29/2017 2:00 PM**

### Announcements

#### 10. Announcements and correspondence.

No announcements were made.

### Adjourn

#### 11. Adjourn to the next regular meeting on Wednesday, March 29, 2017 at 2:00 p.m. in FMC Directors Conference Room, Governors House, 344 Tully Road, San Jose.

Chairperson Bartlett adjourned the meeting at 3:40 p.m.

Respectfully submitted,

Jessica Schmidt  
Deputy Clerk

County of Santa Clara  
Fairgrounds Management Corporation



**DATE:** March 29, 2017, Regular Meeting  
**TIME:** 2:00 PM  
**PLACE:** Directors' Conference Room, Governor's House  
 SCCFMC – 344 Tully Road  
 San Jose, CA 95111

**MINUTES**

**Opening**

**1. Call to order/Roll Call.**

Chairperson Bartlett called the meeting to order at 2:04 p.m. A quorum was present.

Attendee Name	Title	Status	Arrived
Tyson Greaves	Director	Present	
Mary Bartlett	Chairperson	Present	
Charles Wasser	Secretary	Present	
Vernon Medicine Cloud	Vice Chairperson	Absent	
Michelle Reichert	Director	Absent	

**2. Public Comment.** (ID# 85846)

Three individuals addressed the Board.

**Regular Agenda - Items for Discussion**

**3. Minutes Approval:**

**a. Approve minutes of the February 14, 2017 Special Meeting.**

On motion of Chairperson Bartlett, seconded by Director Greaves, a motion to approve minutes failed on a vote of 2-0, with Director Wasser abstaining, and Vice Chairperson Medicine Cloud and Reichert absent.

**3.a RESULT: HELD [NO VOTE]**

**b. Approve minutes of the February 22, 2017 Regular Meeting.**

On motion of Chairperson Bartlett, seconded by Director Greaves, a motion to approve minutes failed on a vote of 2-0, with Director Wasser abstaining, and Vice Chairperson Medicine Cloud and Reichert absent.

**3.b RESULT: HELD [NO VOTE]**

Minutes Acceptance: Minutes of Mar 29, 2017 2:00 PM (Minutes Approval:)

**4. Receive report from the Office of the County Executive relating to the progress of the Fairgrounds Master Plan.**

Glen Williams, Asset Development Manager, Office of the County Executive, provided an update relating to the status of the Request for Proposals (RFP) and stated that as of March 28, 2017 the County Executive has received one response to the RFP. Finally, he stated that the deadline to submit responses is March 30, 2017 9:00 a.m.

**4 RESULT: RECEIVED**

**5. Receive report from the Interim Executive Director. (Mary Bartlett) (ID# 85849)**

Chairperson Bartlett provided information relating to the maintenance and noted that re-seeding of the fairgrounds lawn is underway. Ms. Bartlett stated that the Fairgrounds is currently under-staffed due to employees out ill and noted that hiring of part-time employees is being considered for parking and maintenance areas. Mrs. Bartlett reported that murals will be painted on all sides of the buildings; and, that a dinner to celebrate the re-opening and the revealing of a permanent display of photos in the Heritage Hall will be held on June 1, 2017. Finally, Mrs. Bartlett stated that the financial audit is underway and noted that there is no anticipated completion date for the audit at this time.

Discussion ensued relating to requesting a letter or police report from the Office of the Sheriff regarding the County Fairgrounds ongoing investigation, that the insurance company would accept to file a claim for the loses.

**5 RESULT: RECEIVED [UNANIMOUS]**

**MOVER:** Charles Wasser, Secretary

**SECONDER:** Tyson Greaves, Director

**AYES:** Greaves, Bartlett, Wasser

**ABSENT:** Medicine Cloud, Reichert

**6. Receive report relating to Fairgrounds Management Corporation Financial Statement. (Debbie Abad) (ID# 85684)**

Debbie Abad, Accounting Manager, Fairgrounds Management Corporation, provided an itemized overview of the FMC Statement of Financial position as of January 31, 2017 and noted that an accurate report through March 2017 will be available at the next regular FMC meeting in April 2017. Ms. Abad stated that the current overall profits are \$17,000 compared to \$13,000 last year. She further stated that there are new Anchor Tenants including Cupertino Electric Inc., and Del Grande Dealer Group, and noted that FMC has revised the current tenant agreement with Sterling Group. Finally, she reported that maintenance expenses have decreased, profits from hosted events such as Off Track Betting are steady, and that Bingo, and Food and Beverage profits decreasing.

Discussion ensued relating to decreasing Food and Beverage profits, and renovations to the Commercial Kitchen.

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In response to an inquiry by Director Greaves, Ms. Abad stated the monthly allocation of \$17,000 in Bingo profits to the County Fair has decreased to \$7,000 in January due to loss in profits.

**6 RESULT: RECEIVED [UNANIMOUS]**

**MOVER:** Tyson Greaves, Director

**SECONDER:** Charles Wasser, Secretary

**AYES:** Greaves, Bartlett, Wasser

**ABSENT:** Medicine Cloud, Reichert

**7. Receive report relating to the Fairgrounds Heritage Foundation.**

No report was received.

**8. Discuss and delegate authority to Interim Executive Director to respond on behalf of Fairgrounds Management Corporation to the Request for Proposals issued by the County of Santa Clara relating to the future of the Fairgrounds. (Held from February 22, 2017 Fairgrounds Management Corporation regular meeting, Item No. 9) (ID# 85699)**

Glen Williams, Asset Development Manager, Office of the County Executive, clarified that the RFP process is an invitation for parties interested in financial resources to propose developmental activity on the County Fairgrounds that would include a portion or all acres of the property. He stated that the RFP process is not an invitation for parties to submit a proposal for managing the Fairgrounds. He further stated that the Fairgrounds Management Corporation has an existing contract with the County of Santa Clara relating to managing the land and noted that the contract has no effect on the RFP responses.

Mr. Williams suggested that correspondence being submitted to the Board of Supervisors on behalf of FMC relating to management of the grounds should be submitted after the March 30, 2017 response deadline for the RFP.

Discussion ensued relating to FMC submitting a response to the RFP, and to whether BOS would consider allowing the FMC Board of Directors to assist in the final selection.

Director Greaves recommended that the final correspondence include specific language stating that FMC is not submitting a response to the RFP.

**8 RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Tyson Greaves, Director

**SECONDER:** Charles Wasser, Secretary

**AYES:** Greaves, Bartlett, Wasser

**ABSENT:** Medicine Cloud, Reichert

**9. Discuss establishing compensation for the Interim Executive Director position.**

Minutes Acceptance: Minutes of Mar 29, 2017 2:00 PM (Minutes Approval:)

Director Greaves expressed his gratitude toward Ms. Bartlett for taking on the responsibility of the Interim Executive Director.

Director Wasser stated that compensation was discussed with County Counsel at a past closed session meeting.

Discussion ensued relating to Board of Directors contacting the appropriate County Department to discuss establishing compensation for the Interim Executive Director.

**9 RESULT: RECEIVED**

**10. Discuss status of the search for permanent Executive Director and authorize the initiation of a formal recruitment process for the Executive Director position.**

Chairperson Bartlett reported that she created a list of potential candidates to consider for the permanent Executive Director position.

Ms. Bartlett requested the assistance of the Board of Directors in reviewing resumes and contacting the selected candidates to schedule interviews.

**10 RESULT: RECEIVED**

**11. Discuss and approve forming a Bylaws Revision Ad Hoc Subcommittee and appoint Directors to serve on the Subcommittee.**

The Board of Directors approved the creation of an Ad Hoc Subcommittee and unanimously appointed Director Reichert to serve on the Subcommittee.

**11 RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Tyson Greaves, Director

**SECONDER:** Charles Wasser, Secretary

**AYES:** Greaves, Bartlett, Wasser

**ABSENT:** Medicine Cloud, Reichert

**12. Discuss and approve forming a Membership Ad Hoc Subcommittee and appoint Directors to serve on the Subcommittee.**

**12 RESULT: NO ACTION TAKEN**

**13. Discuss 2017 goals and pro forma budgets.**

Director Greaves clarified that his intent was to discuss the Fairgrounds future goals and to consider 2017 objectives for tenants when utilizing rental spaces.

Chairperson Bartlett stated that further discussion will be considered at a future Board of Directors meeting.

**13 RESULT: RECEIVED**

**14. Discuss status of planning for the 2017 County Fair.**

Director Wasser expressed concern relating to future exhibits that will be included in the 2017 County Fair such as science, technology, and robotics.

Discussion ensued relating to ensuring that educational robotics and technology exhibits are included in the 2017 County Fair.

Further discussion ensued relating to upcoming events, marketing, and collaboration with outside agencies to promote the County Fair and Fairgrounds property.

**14 RESULT: RECEIVED****15. Receive report relating to current efforts for marketing the use of the Fairgrounds property.**

No report was received.

**16. Discuss status of the professional services agreement between Fairgrounds Management Corporation and Director of Marketing Steve Stagnaro.**

Director Wasser expressed concern relating to the 2017 County Fair marketing strategies involving diversity and the different ethnic groups.

Steve Stagnaro, Director of Marketing, Fairgrounds Management Corporation, acknowledged the concern and indicated that new marketing strategies will be implemented for the upcoming County Fair.

**16 RESULT: RECEIVED****Closed Session****17. Recess to Closed Session to Consider the Following Item:**

Chairperson Bartlett recessed into closed session at 3:57 p.m.

- a. Public Employee Performance Evaluation (Government Code Section 54957(b)): It is the intention of the Board to meet in Closed Session to consider the following position of public employment: Interim Executive Director.

**18. Reconvene into open session and announce reportable actions, if any, taken in Closed Session.**

Chairperson Bartlett reconvened the meeting at 4:05 p.m.

Sara Ponzio, Deputy County Counsel, County of Santa Clara, announced that there were no reportable actions taken during Closed Session.

## Announcements

### 19. Announcements and correspondence.

No announcements and correspondence were made.

## Adjourn

### 20. Adjourn to the next regular meeting on Wednesday, April 26, 2017 at 2:00 p.m. in FMC Directors Conference Room, Governors House, 344 Tully Road, San Jose.

Chairperson Bartlett adjourned the meeting at 4:05 p.m.

Respectfully submitted,

Jessica Schmidt,  
Deputy Clerk

Minutes Acceptance: Minutes of Mar 29, 2017 2:00 PM (Minutes Approval:)



**County of Santa Clara  
Fairgrounds Management Corporation**



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86119

**DATE:** April 26, 2017  
**TO:** Fairgrounds Management Corporation  
**FROM:** Jessica Schmidt, Deputy Clerk  
**SUBJECT:** FMC Early Retirement IP

**RECOMMENDED ACTION**

Discuss and approve Fairgrounds Management Corporation Early Retirement Incentive Program.

**ATTACHMENTS:**

- FMC-Early Retirement IP 2017 (PDF)

## Early Retirement Incentive Plan

### Introduction

Due to fiscal constraints and \_\_\_\_\_, Santa Clara County Fairgrounds Management Corporation (FMC) has adopted the following Early Retirement Incentive Plan (ERIP) for eligible employees. Voluntary separations under the ERIP are intended to reduce compensation costs to FMC while providing a benefit to, and recognizing the service of, eligible employees who voluntarily choose to separate under the ERIP. Voluntary separations under the ERIP may also assist FMC in avoiding or minimizing future workforce reduction.

### General Description

The ERIP is a limited-time opportunity for eligible employees to apply for separation and enter retirement at an earlier date than might otherwise have been planned. ERIP participants will be required to sign a Separation Agreement that contains a release of any and all employment claims. A sample Separation Agreement is attached hereto as Addendum A. Following voluntary separation from FMC under the ERIP, ERIP participants will receive the benefits provided by this plan, including a severance payment and a payout of 50% of accrued and unused sick time, as described in this document.

Participation in the ERIP is completely voluntary. Applicants may revoke their request to participate in the ERIP at any time up to seven days after signing the Separation Agreement. Eligible employees who decline to participate or who revoke their request to participate will not be treated any differently than any other employee.

Requests to participate in the ERIP must be submitted to \_\_\_\_\_ via email at \_\_\_\_\_ by no later than \_\_\_\_\_. Employment separations under the ERIP will be effective as of the close of business on \_\_\_\_\_.

### Eligibility

Full-time permanent employees regularly scheduled to work 40 or more hours per week are eligible to apply for the ERIP if, as of \_\_\_\_\_, the employee (1) has at least 10 years of service for FMC, and (2) is at least 60 years of age.

### Ineligibility

Notwithstanding the above, the following employees are not eligible to apply for or participate in the ERIP:

- Employees who are using vacation accruals to bridge to an already-specified separation date arranged prior to \_\_\_\_\_
- Employees who have already signed a formal separation agreement with FMC

- Employees who have been given notice prior to \_\_\_\_\_ of their involuntary termination from FMC

### Separation Incentive Benefits

ERIP participants will receive the following benefits (collectively, the Separation Incentive Benefits):

- **Severance Payment.** ERIP participants will be paid the equivalent of 1 weeks' base salary or wages in effect as of \_\_\_\_\_ for every 3 years of service in a single lump sum, less all state and federal withholding taxes and authorized deductions. Base salary or wages does not include overtime, supplemental pay, shift differentials, or \_\_\_\_\_.
- **Payment for Accrued and Unused Sick Time.** ERIP participants will also receive a lump sum payment equal to 50% of the value of accrued and unused sick leave as of their separation date, less all state and federal withholding taxes and authorized deductions.

The Separation Incentive Benefits will be paid out no later than \_\_\_ days following the separation date.

### Revocation of Requests

Employees who request to participate in the ERIP may revoke their request at any time up to seven days after signing the Separation Agreement by notifying \_\_\_\_\_ via email at \_\_\_\_\_.

### Representations Contrary to the ERIP

No employee, director, executive, or agent of FMC has authority to alter, vary, or modify the terms of the ERIP, except by means of an authorized written amendment to the ERIP signed by the Executive Director. No verbal or written representations contrary to the terms of the ERIP and any amendments shall be binding upon FMC.

### Amendments and Termination

FMC reserves the right to amend or terminate the ERIP at any time, but such amendment or termination will not be effective with respect to any participant who executes the Separation Agreement prior to the amendment or termination.

### Nondiscrimination Statement

FMC will not engage in discrimination against any person on the basis of race, color, creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender (including gender identity and gender expression), religion

(including all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military and veteran status or any other consideration made unlawful by federal, state or local law, ordinance or regulation.

## Addendum A

ERIP participants will be asked to sign a Separation Agreement as set forth below. The employment separation will become effective as of the close of business on \_\_\_\_\_, only if the Separation Agreement is fully executed and not timely revoked.

Employees who are eligible to participate in the ERIP are advised to consult with an attorney, at their own expense, to discuss the ERIP and Separation Agreement.

### SEPARATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of All Claims ("Agreement") is entered into between \_\_\_\_\_ ("Employee") and Santa Clara County Fairgrounds Management Corporation (the "Company"), who may hereafter be referred to as "Parties" or "Party" as appropriate.

1. **Separation from Employment.** Employee's relationship and employment with the Company shall end effective as of the close of the business day, \_\_\_\_\_ ("Separation Date") pursuant to Employee's voluntary participation in the Company's Early Retirement Incentive Plan ("ERIP"), a one-time separation window the terms of which are fully set forth in the ERIP. Employee acknowledges, covenants, and agrees that as of the Separation Date, Employee shall no longer hold himself/herself out to be an employee or representative of the Company nor shall Employee enter into any transaction or undertake any conduct on behalf of, or in the name of, the Company. Employee agrees to update all social media accounts to reflect that he/she is no longer employed with the Company within five (5) days of the Separation Date.

2. **Additional Payment to Employee.** In consideration of the promises and covenants contained in this Agreement, the Company agrees to make the following additional payment to Employee to which Employee is not otherwise entitled, if and only if this Agreement is timely executed and not revoked as provided below. Specifically, the Company agrees to pay Employee the gross sum \_\_\_\_\_ (\$\_\_\_\_\_) (representing 1 weeks' pay for every 3 years worked), which shall be reduced by all state and federal withholding taxes and authorized deductions ("Severance Payment"). In addition, the Company agrees to pay Employee 50% of the value of all accrued but unused sick leave as of the Separation Date ("Payment for Accrued and Unused Sick Leave"). Upon Employee's Separation Date, the Company shall attach as an exhibit to this Agreement the calculation of Employee's accrued but unused sick leave, and the value of 50% of the sick leave. Collectively, the Separation Payment and the Payment for Accrued and Unused Sick Leave comprise the "Additional Payment." The Additional Payment shall be paid within \_\_\_\_\_ business days following the Effective Date of this Agreement, through regular U.S. Mail, at Employee's home address, which is \_\_\_\_\_.

3. **General Release.** In consideration of the covenants and promises set forth in this Agreement, Employee forever releases and discharges the Company, and its officers, directors, shareholders, employees, agents, representatives, successors, predecessors, and related entities and assigns, and each of them (hereafter collectively "Releasees"), from any and all actions, claims, liabilities, obligations, damages, injuries, losses, salary, bonuses, commissions, employment benefits, negligence, attorneys' fees and costs whatsoever, whether in law or equity, including, but not limited to, any rights or claims under local, state or federal discrimination or civil rights laws including, but not limited to, the California Fair Employment and Housing Act (Cal. Gov't. Code §§12900 *et seq.*), Civil Rights Act of 1964 (42 U.S.C. §§2000, *et seq.*), the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§621, *et seq.*), the Older Workers Benefit Protection Act (29 U.S.C. §626(f)), the Equal Pay Act of 1963 (29 U.S.C. §206(d)), the Lilly Ledbetter Fair Pay Act, the Americans with Disabilities Act of 1990 (29 U.S.C. §§12101, *et seq.*), and any claims in any way related to or arising out of Employee's employment or the circumstances giving rise to the end of Employee's employment, excluding only those matters which may not be waived as a matter of law.

It is intended that this Agreement shall be effective as a bar to any lawsuit, action, and/or administrative or governmental proceeding, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Employee may have against Releasees, and Employee expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. **Waiver of Statutory Discrimination Claims.** Employee understands and agrees that Employee:

- a. Has been afforded forty-five (45) days within which to consider this Agreement before executing it.
- b. Has carefully read and fully understands all provisions of this Agreement.
- c. Is, through this Agreement, releasing Releasees from any and all claims that may exist against Releasees.
- d. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement, and intends to be legally bound by this Agreement.

- e. Was advised, and hereby is advised in writing, to carefully consider the terms of this Agreement and to consult with an attorney before executing this Agreement.
- f. Has a full seven (7) days following execution of this Agreement to revoke this Agreement and has been, and hereby is advised in writing, that this Agreement shall not become effective or enforceable until the revocation period has expired.
- g. Understands that the rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§621, et seq.), the Older Workers Benefit Protection Act (29 U.S.C. §626(f)), the California Fair Employment and Housing Act (Cal. Gov't. Code §§12900, et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000, et seq.), the Equal Pay Act of 1963 (29 U.S.C. §206(d)) and the Americans With Disabilities Act of 1990 (29 U.S.C. §§12101 et seq.) that may arise after the date of this Agreement is last executed are not waived.
- h. In the event Employee signs this Agreement and returns it to the Company in less than the 45-day period identified above, Employee hereby acknowledges that Employee has freely and voluntarily chosen to waive the full time period allotted for considering this Agreement.

5. **Effective Date.** The eighth (8th) day after this Agreement is validly executed by Employee and delivered to the Company, in care of \_\_\_\_\_ at \_\_\_\_\_, shall be the Effective Date of this Agreement, if and only if Employee has not delivered a written revocation of this Agreement that is received by the Company, in care of \_\_\_\_\_, at the above stated address, within the seven (7) day revocation period following Employee's execution of this Agreement.

6. **Non-Disparagement.** Both before and after this Agreement is executed, Employee agrees not to disparage nor defame any Releasee, or otherwise make, endorse, publicize or circulate to any person or entity, any statement or remark that can reasonably be construed as disparaging to any Releasee, or make any statement concerning any Releasee which in any way could harm or interfere with any Releasee's business interests or reputation.

7. **Proprietary and Confidential Information.** Employee acknowledges and agrees that during the course of Employee's employment, Employee committed to hold all of the Company's proprietary information in the strictest of confidence during Employee's employment with the Company and thereafter. Employee acknowledges Employee's continuing obligation to strictly abide by Employee's commitment to hold all of the Company's proprietary information in the strictest of confidence, and agrees that Employee will not reveal such information to any other person or otherwise access or use such information

without the Company's written advance authorization. Pursuant to the Defend Trade Secrets Act of 2016, Employee is hereby notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

8. **Confidentiality Obligation.** Both before and after this Agreement is executed, Employee agrees to keep strictly confidential, and to not disclose, the existence and terms of this Agreement to any third party, except that disclosure may be made to Employee's immediate family members, attorneys, and accountants or tax preparers for income tax preparation. Employee further agrees that if Employee or any immediate family member discloses the existence and/or terms of this Agreement other than as authorized under this Agreement, then the Company shall be entitled to full repayment of the Additional Payment and all attorneys' fees and costs that the Company may incur to pursue recovery of the Additional Payment under this provision.

9. **No Cooperation.** Both before and after this Agreement is executed, Employee further agrees not to encourage, solicit, or otherwise entice others to complain or bring any complaint or cause of action against any Releasee. Employee may, however, provide truthful testimony about any Releasee in response to a subpoena or other compulsory administrative process.

10. **Non-Solicitation of Employees.** For a period of twelve (12) months following the Separation Date, Employee may not, without the advance written consent of the Company, solicit, induce, or seek to solicit or induce, directly or indirectly, the services of any employee or contractor of the Company. Nothing in this provision will be construed to prohibit Employee from hiring any employee or contractor of the Company who, without solicitation or recruitment by Employee, responds to any advertisement for employment in a newspaper, electronic media or otherwise generally available public media, or otherwise initiates contact with Employee for such purpose.

11. **Return of Company Property.** Employee warrants and represents that Employee has returned all Company property provided to Employee by the Company.

12. **No Admissions.** By entering into this Agreement, the Company makes no admission that it has engaged, or is now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an



admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

13. **Opportunity to Consult/Voluntary Agreement.** Employee acknowledges and agrees that Employee has had the right and full opportunity to consult with legal counsel of Employee's choosing before signing this Agreement, and Employee has entered into this Agreement voluntarily and with knowledge that it shall become a binding and enforceable contract affecting Employee's legal rights.

14. **Attorneys' Fees.** If either Party initiates litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses, including attorneys' fees, incurred in connection with such a suit.

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. **Severability of Provisions.** If any provision of this Agreement is determined to be invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.

17. **Entire Agreement.** This Agreement constitutes the entire understanding between Employee and the Company and supersedes any other oral or written understanding or agreement pertaining to the subject matter discussed herein. No person or party is authorized to make any representations, warranties, or promises except as set forth in writing in this Agreement. No statement, agreement, representation, or promise by any person which is not contained in this Agreement shall be valid or binding. No modification of this Agreement shall be of any force or effect, unless in writing and executed by Employee and the Company.

By executing this Agreement below, the Parties understand that they are entering into a binding and enforceable contract subject to the above terms and conditions.

Date: \_\_\_\_\_  
[Employee]

Company

Date: \_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Job Title	Years of Service	Age	40+ Hours	Eligible for ERIP	Severance Offered
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**Decisional Unit:** all employees

**Reason for ERIP:** to reduce compensation costs to FMC while providing a benefit to, and recognizing the services of, eligible employees who voluntarily choose to separate under the ERIP

**Basis for ERIP Selection:** full-time permanent employees regularly scheduled to work 40 or more hours per week are eligible to apply for the ERIP if, as of \_\_\_\_\_, the employee (1) has at least 10 years of service for FMC, and (2) is at least 60 years of age.

Attachment: FMC-Early Retirement IP 2017 (86119 : FMC Early Retirement IP)