
Exhibit B

Brown Act and California Public Records Act

WHEREAS, the Parties acknowledge and agree that the conduct and operation of the FAIR is for the benefit and enjoyment of the public, and, to that end, the parties hereto desire to promote transparency in the conduct and operation of the FAIR;

WHEREAS, the ASSOCIATION contends that, by virtue of its status as California private nonprofit corporation and a lessee of public property, it is not required to comply with the Ralph M. Brown Act (Government Code section 54950 et seq.) because it is not a “local agency”, as that term is defined in section 54951 of the Government Code, and the ASSOCIATION’s Board of Directors is not a “legislative body”, as that term is defined in section 54952 of the Government Code;

WHEREAS, the ASSOCIATION further contends that, by virtue of its status as California private nonprofit corporation and a lessee of public property, it is not required to comply with the California Public Records Act (Government Code section 6250 et seq.) because it is not a “local agency”, as that term is defined in section 6252 of the Government Code;

WHEREAS, despite the foregoing and for the term of this Lease Agreement, the COUNTY and the ASSOCIATION desire to make applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.) and the California Public Records Act (Government Code section 6250 et seq.) to the ASSOCIATION’s operation and management of the FAIR, as more particularly set forth below.

NOW, THEREFORE, the ASSOCIATION and the COUNTY agree as follows:

1. APPLICATION OF THE CALIFORNIA PUBLIC RECORDS ACT

A. Commencing on the effective date of the Term of the Lease Agreement, as defined in its Section 4, and for the term of this Lease Agreement, the ASSOCIATION shall makes its “records” available for public inspection to the same extent as would otherwise be required if it were a “local agency” subject to the California Public Records Act (Government Code section 6250 et seq.), except as stated in subsection “B”, below.

B. For purposes of this Section 1, an ASSOCIATION “record” subject to public inspection includes any writing containing information relating to the operations

and governance of the FAIRGROUNDS, conduct of the FAIR or the expenditure of any public monies that is prepared, owned, used, or retained by the ASSOCIATION regardless of physical form or characteristics during the term of this Agreement. Notwithstanding the forgoing, the ASSOCIATION may withhold or redact any "record" if exempt from disclosure or inspection under California law.

C. The COUNTY agrees to provide assistance to the ASSOCIATION to meet its obligations under this Section 1 of this Addendum. In particular, COUNTY shall:

-Coordinate, through the COUNTY Administrative Office, the acceptance of and the timely response to requests for records; In particular, the COUNTY shall receive and initially "screen" requests for records directed to the ASSOCIATION by members of the public. The COUNTY shall permit requests for records to be received through the COUNTY's online portal. For purposes of this provision, the term "screen" shall mean (i) notify the ASSOCIATION of the request; (ii) in coordination with the ASSOCIATION, assist the member of the public to make a focused and effective request that reasonably describes an identifiable record or records, if necessary; (iii) in coordination with the ASSOCIATION, provide notice of the need to invoke the time extension in the event of an any unusual circumstance, as described in Government Code section 6253(c); and (iv) provide the ASSOCIATION with the screened request and the response due date.

-Assist the ASSOCIATION in preparing documents for inspection, including, but not limited to, assisting the ASSOCIATION in preparing required redactions and identifying potential exemptions; and

-Posting of responses to requests for records on the COUNTY website.

D. The Parties understand, acknowledge and agree that the obligations set forth in this Section 1 are imposed upon the ASSOCIATION solely as a contractual requirement during the term of the Agreement. Nothing in this Lease Agreement shall be construed as an acknowledgment that the ASSOCIATION is otherwise subject to any provision of the California Public Records Act (Government Code section 6250 et seq.) or a "local agency" as defined therein.

2. APPLICATION OF THE RALPH M. BROWN ACT

A. Commencing on the effective date of the Term of the Lease Agreement, as defined in Section 4, above, and for the term of this Agreement, the ASSOCIATION

shall conduct open and public meetings as if the ASSOCIATION were a “local agency” subject to the Ralph M. Brown Act.

B. Notwithstanding anything in this Agreement to the contrary, for the avoidance of any doubt, the ASSOCIATION may conduct noticed closed session meetings where allowable in accordance with the applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

C. The COUNTY agrees to provide assistance to the ASSOCIATION to meet its obligations under this Section 2 of this Addendum. In particular, COUNTY shall assist the ASSOCIATION with the preparation and posting of agendas.

D. The Parties understand, acknowledge and agree that the obligations set forth in this Section 2 are imposed upon the ASSOCIATION solely as a contractual requirement during the term of the Agreement. Nothing in this Agreement shall be construed as an acknowledgment that the ASSOCIATION is otherwise subject to any provision of the Ralph M. Brown Act (Government Code section 54950 et seq.) or a “local agency” as defined therein.