

**AMENDMENT NO. 1  
TO  
AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND THE EL DORADO  
COUNTY FAIR ASSOCIATION, INC. A GENERAL NON-PROFIT CORPORATION,  
DATED APRIL 1, 2005.**

This Amendment, made and entered into by and between the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter "County") and the EL DORADO COUNTY FAIR ASSOCIATION, INC. a general non-profit corporation (hereinafter "Association"), the \_\_\_\_ day of May, 2017.

**RECITALS**

**WHEREAS**, Association acts as agent for County for the purpose of holding and conducting the annual El Dorado County Fair, pursuant to terms of Agreement; and,

**WHEREAS**, pursuant to Section 10 of Agreement, County shall determine a direct services charge for Association relative to general liability insurance and claims, and Association will reimburse County for its costs of such general liability risks of loss as arise from operation of the County Fair; and,

**WHEREAS**, County has computed and determined the amount of this charge using the same computational methods as it employs to develop and budget similar internal charges for the other departments of County Government; and,

**WHEREAS**, the total cumulative charges due to County through FY 2016-17 and with the addition of FY 2017-18 charges, for said insurance and allocated claims payments, totals \$228,087; and,

**WHEREAS**, Association has requested that County consider amortizing the \$228,087 cumulative general liability allocated insurance charge over a ten year period beginning in FY 2016-17 in order to lessen to burden on the Association annual budget for FY 2016-17 and FY 2017-18; and,

**WHEREAS**, County and Association have a mutual interest in supporting the El Dorado County Fair.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

Agreement is amended to add Section 32, which reads in its entirety:

*32. Association general liability charges including cumulative un-paid charges through FY 2016-17 and including the charge for FY 2017-18 shall be summed and allocated over ten years beginning with FY 2016-17. The total through FY 2017-18 is computed to be \$228,087. Association shall pay one-tenth of the total general liability charges due, equal to **\$22,808.70**, in each of the ten fiscal years beginning with FY 2016-17. The annual payment will be in addition to any regular computed general liability insurance charge due for FY 2018-19 and subsequent years, and shall be added to subsequent years' charges. Payment for said charges shall be remitted by Association to County prior to June 1 of each year. Should this agreement terminate for any reason prior to the entire general liability charge balance being paid, the entire amount will immediately become due and payable.*

Except as herein amended, all other parts and sections of this Agreement shall remain unchanged and in full force and effect.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**EL DORADO COUNTY FAIR ASSOCIATION**

By: \_\_\_\_\_  
Name  
President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary-Manager

Dated: \_\_\_\_\_

**DEPARTMENT OF FOOD AND AGRICULTURE,  
Division of Fairs and Expositions**

By: \_\_\_\_\_  
Name  
Assistant Director

Dated: \_\_\_\_\_