

FIRST AMENDMENT TO FUNDING AGREEMENT #4544
BETWEEN COUNTY OF EL DORADO AND
THE EL DORADO COUNTY FAIR ASSOCIATION

THIS FIRST AMENDMENT to that Funding Agreement #4544 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and The El Dorado County Fair Association., a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 100 Placerville Drive, Placerville, California 95667 (hereinafter referred to as "EDCFA");

R E C I T A L S

WHEREAS, County has determined that it is necessary to fund the EDCFA to provide facility improvement services on the El Dorado County Fairgrounds that are owned by El Dorado County;

WHEREAS, County has provided funding for the purpose of creating fifteen (15) full RV spots including grading, power, and water for each spot with access to a sewage dump site pursuant to Funding Agreement #4544, dated February 11, 2020 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement 1");

WHEREAS, the parties hereto desire to amend Agreement 1 to allow for the use of any remaining funds, up to \$15,747, to be used for the replacement of up to three (3) additional wooden light posts under Agreement 1, amending **ARTICLE I, Payment and Use of Funds**;

WHEREAS, County has also provided funding for the purpose of removing light structures from current light posts and replacing up to nine (9) wooden light posts and reattaching electrical, conduit, and light structures to new light posts utilizing electricians when necessary pursuant to Funding Agreement #4545, dated February 11, 2020, and as proposed to be amended by Amendment 1 to Funding Agreement #4545, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement 2");

WHEREAS, the EDCFA can no longer use volunteer labor to lower costs and funding provided under Agreement 2 will only allow for the replacement of six (6) wooden light posts;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and EDCFA mutually agree to amend the terms of Agreement 1 in this First Amendment to Agreement 1 on the following terms and conditions:

- I. **ARTICLE I, Payment and Use of Funds**, of Agreement 1 is amended in its entirety to read as follows:

ARTICLE I

Payment and Use of Funds: Within forty-five (45) days of execution of this Agreement, County will provide funds to EDCFA in the amount of \$165,857.00. Funds shall be used solely for the purpose of creating fifteen (15) full RV spots including grading, power, and water for each spot with access to a sewage dump site. A commercial encroachment shall be created for an entrance and exit on Ray Lawyer Drive including an electric gate with a keypad.

If there are funds remaining after EDCFA completes all of its obligations under this Agreement, EDCFA may use any funds that have not been expended, up to \$15,747, for costs incurred under Funding Agreement #4545 for the purpose of removing light structures from current light posts for use on new posts, including removing electrical and conduit, replacing up to nine (9) wooden light posts, and reattaching electrical, conduit, and light structures to new light posts utilizing electricians when necessary.

EDCFA shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds. Any funds that have not been expended by EDCFA under the terms of this Agreement and after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

Except as herein amended, all other parts and sections of Funding Agreement #4544 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement #4544 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- THE EL DORADO COUNTY FAIR ASSOCIATION --

By: _____ Dated: _____
Jody Gray
Chief Executive Officer
"EDCFA"

By: _____ Dated: _____
Chris Whitaker
Board President