

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of
March 29, 2005**

AGENDA TITLE: Approval of Agreement with Fair Association for Management of County Fair

DEPARTMENT: County Counsel	DEPT SIGNOFF:	CAO USE ONLY: C
CONTACT: Louis B. Green <i>[Signature]</i>		<i>[Signature]</i> 3/25/05
DATE: 3/25/2005 PHONE: 621-5770		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
 County Counsel recommends that the Board of Supervisors approve the attached agreement with the Fair Association for continued management of the County Fair for a term of five (5) years with automatic annual renewals.

RECEIVED
BOARD OF SUPERVISORS
EL DORADO COUNTY
05 MAR 25 PM 3:56

CAO RECOMMENDATIONS:

Financial impact? () Yes (X) No	Funding Source: () Gen Fund () Other
BUDGET SUMMARY:	Other:
Total Est. Cost _____	CAO Office Use Only:
Funding	4/5's Vote Required () Yes (X) No
Budgeted _____	Change in Policy () Yes (X) No
New Funding _____	New Personnel () Yes (X) No
Savings _____	CONCURRENCES:
Other _____	Risk Management <input checked="" type="checkbox"/>
Total Funding _____	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost _____ \$0.00	Other _____

***Explain**

BOARD ACTIONS: MAR 29 2005 APPROVED

<p>Vote: Unanimous _____ Or _____</p> <p>Ayes: DUPRAY, SWEENEY, BAUMANN, PAINE, SOLARO</p> <p>Noes: NONE</p> <p>Abstentions: NONE</p> <p>Absent: NONE</p> <p><small>Rev. 6/04 ISKW001 Agenda</small></p>	<p>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</p> <p>Date: _____</p> <p>Attest: Cindy Keck, Board of Supervisors Clerk</p> <p>By: _____</p>
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1 **AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND**
2 **THE EL DORADO COUNTY FAIR ASSOCIATION, INC.**
3 **A GENERAL NON-PROFIT CORPORATION**

4 **THIS AGREEMENT, made and entered into by and between the COUNTY OF EL**
5 **DORADO, a political subdivision of the State of California (hereinafter "County") and the EL**
6 **DORADO COUNTY FAIR ASSOCIATION, INC., a general non-profit corporation (hereinafter**
7 **"Association") the 1st day of April, 2005.**

8 **W I T N E S S E T H:**

9 **WHEREAS, County proposes to hold and conduct an annual county fair in El Dorado County**
10 **at the location hereinafter specified, and acting by and through its duly elected, qualified and acting**
11 **Board of Supervisors, in regular session assembled, on the 3rd day of April, 1973, by resolution, did**
12 **so announce and declare such purpose, and likewise on the same day by resolution named and**
13 **designed the fair as the EL Dorado County Fair; and**

14 **WHEREAS, the State of California has appropriated certain monies for the encouragement**
15 **of county fairs and said monies are apportioned to such fairs in accordance with rules and regulations**
16 **prescribed by the Department of Food and Agriculture of said state pursuant to section 4401, et seq.**
17 **of the Food and Agricultural Code of said state; and**

18 **WHEREAS, Association will, by terms of this Agreement, have facilities available to hold**
19 **said fair on the County Fairgrounds, such dates as may be hereafter designated by Association which**
20 **shall establish the date for the purpose of exhibiting and advertising the agriculture, livestock,**
21 **lumber products and other domestic industry of County and the State of California; and**

22 **WHEREAS, it is the mutual desire of the parties hereto that Association act as an agent of**
23 **County pursuant to Government Code section 25906 for the purpose of holding and conducting said**
24 **fair, and have the use, possession and management of the fairgrounds for the period of this**
25 **Agreement; and**

26 **WHEREAS, it is mutually understood by and between the parties hereto that the laws of the**
27 **State of California vest in County and its duly elected and appointed officials, the sole power and**
28 **authority to hold and conduct a county fair annually; and that records required by state law must be**

1 during the term of this Agreement, the term of this Agreement shall be extended automatically,
2 without action of the parties, for a period of one (1) beyond its then current expiration date, unless,
3 prior to any Renewal Date, either party to this Agreement gives written notice to the other of its
4 intent not to renew this Agreement. In the event such notice is given prior to any Renewal Date, then
5 the term of the Agreement shall not be extended upon that or any subsequent Renewal Date and the
6 Agreement shall expire at the end of its then remaining term, it being the intent of the parties that
7 notice of nonrenewal be given not less than four (4) years prior to expiration of the Agreement.

8 5. Association will, subject to the laws of the State of California and County ordinances,
9 rules and regulations, use and possess said fair and fairgrounds, and operate and conduct said fair
10 and other activities within the limits and provisions of this Agreement to the end that said fair and
11 other activities shall be conducted in accordance with the highest and best standards for the benefit
12 of County and the State of California.

13 6. The real property known as the fairgrounds subject to this Agreement consists of APN
14 Nos. 152-240-11, 352-240-12, 352-280-02 and 352-280-04.

15 7. Association agrees to bear, assume, pay and discharge all expenses and obligations
16 incurred by it in connection with said fair from the funds provided to Association by County.

17 8. County shall pay to Association such sums as have been or may be appropriated by the
18 State Department of Food and Agriculture to County from the Fairs and Expositions Fund of the
19 State of California for the purpose of said fair and fairgrounds. County is not obligated to provide
20 general fund monies for any activity contemplated by this Agreement.

21 9. Claims of any type made against Association shall be deemed to be claims against County.
22 Association agrees that upon receipt of any document which purports to be a claim, it will forthwith
23 forward such documents to the office of the clerk of the Board of Supervisors.

24 10. County agrees to defend and indemnify Association, its officers and employees against
25 any claims made against such persons for personal injuries or property damage resulting from the
26 negligence or willful misconduct of such persons occurring in the course of official duties.
27 Association, its officers and employees shall cooperate in the defense of any action against County.

28 As part of its annual budget, the Board of Supervisors shall determine a direct services charge

1 appropriate to the operations and management of the fairgrounds as are properly required of County
2 departments. At least once annually association officer shall meet with County officers to review
3 these policies and procedures.

4 14. In connection with any fair functions or fair sponsored function, Association shall require
5 all concessionaires and sublessees to provide appropriate insurance and indemnity agreements to
6 indemnify County and Association from any and all liability or loss due to negligent acts or willful
7 misconduct of the concessionaires or sublessees. Risk Management shall provide to Association an
8 annual schedule of all required insurance parameters with respect to type of coverage. County
9 Counsel will provide the required indemnity language.

10 15. Association will accurately make and keep all records substantially in agreement with
11 the accounting and procedures as illustrated in the FAIRS ADMINISTRATION MANUAL, issued
12 by the Department of Food and Agriculture, Division of Fairs and Expositions, of all its transactions
13 as an agent hereunder, and will, among other things, require and procure serially numbered receipts
14 for any and all money received and detailed itemized invoices or other supporting documents for any
15 and all money disbursed or expended by Association in connection with its executive management
16 and control of said fair and fairgrounds. Association hereby agrees that all books, records and
17 documents pertaining to said management and control shall be subject to examination by the State
18 Department of Food and Agriculture and that all such books, records and documents shall be
19 preserved by Association and remain public records.

20 16. Association shall retain and use all monies received by it from the conducting of said
21 fair, and from the use, possession and management of said fair, and from the use, possession and
22 management of fairgrounds, and shall pay therefrom all expenses incurred in connection with both.
23 Association shall carry out all provisions of law relating to county fairs. In accordance with
24 Government Code section 25906, Association agrees that an annual budget shall be submitted by it
25 to and approved by the Department of Food and Agriculture after approval by the County Board of
26 Supervisors, showing the estimated revenues and the proposed expenditures from all sources during
27 the ensuing calendar year. and no funds shall be expended by such Association except pursuant to
28 such budget.

1 F. County's Employee Assistance Program as provided to County employees
2 pursuant to the currently in force Memorandum of Understanding with the recognized employee
3 organization representing the General, Professional and Supervisory Bargaining Units.

4 As part of its annual budget, the Board of Supervisors shall determine a direct service charge
5 for Association which will reimburse County for its costs of such workers' compensation risks of
6 loss as arise on account of Association's employees. By March 1 each year, County shall notify
7 Association in writing of the amount of this charge. County shall compute and determine the amount
8 of this charge using the same computational methods as it employs to develop and budget similar
9 internal charges for the other departments of County government. Association shall pay this charge
10 in October of each year, or in the month immediately following adoption of County's final budget.

11 The Board of Supervisors shall from time to time establish the rates per pay period for the
12 cost of County sponsored health benefits. Association agrees to pay County at this established rate,
13 each pay period, for health benefits on the same basis as a County department.

14 As part of its annual budget, the Board of Supervisors shall determine a direct service charge
15 for Association which will reimburse County for its costs to provide the life insurance, long term
16 disability insurance and employee assistance programs specified above. County shall compute and
17 determine the amount of this charge using the same computational methods as it employs to develop
18 and budget similar internal charges for the other departments of County government. Association
19 shall pay this charge to County quarterly each year.

20 It is agreed that as to employees, the type and level of employee benefits, other than those
21 required by law, may be established by the Association board of directors.

22 21. As part of its annual budget, the Board of Supervisors shall determine a direct service
23 charge for Association which will reimburse County for its costs for PERS retirement by May 1 of
24 each year. County shall notify Association of the PERS cost for the following fiscal year.

25 22. That Association agrees that all routine contracts which it executes, including but not
26 limited to, exhibit space, concession services and non-fair usage shall have the approval of a quorum
27 of the Board of Directors of Association and shall be recorded in the minutes of the meeting.

28 23. Association and County agree that with respect to the commitment or expenditures of

1 the Association for the same purposes, the term of which was January 1, 2005 through June 30,
2 2005.

3 IN WITNESS WHEREOF, County has, by order of the Board of Supervisors, caused these
4 presents to be subscribed by the Chairman of the Board and to be attested by the clerk of the Board,
5 and Association has duly caused these presents to be subscribed by its duly authorized officers who
6 have affixed the corporation seal of Association hereof, the day, month and year written below.

7 Dated: COUNTY OF EL DORADO
8
9 By Charlie Paine
Chairman, Board of Supervisors 3/29/05

10 ATTEST:
11 CINDY KECK, Clerk of the
Board of Supervisors
12 By Cindy Keck
13 Deputy Clerk 3/29/05

14
15 Dated: 4/5/05
16 EL DORADO COUNTY FAIR ASSOCIATION
17 By Walter S. May
President
18 By Jacqueline
19 Secretary-Manager

20 Per paragraph __, this Agreement is approved:
21 Dated: DEPT. OF FOOD AND AGRICULTURE,
22 Division of Fairs and Expositions
23 By [Signature]
Assistant Director

24 LBG/km
25 s:\Fairgrounds\Agreements\Fair.agm 2005

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