

AMENDED AND RESTATED AGREEMENT BETWEEN
THE COUNTY OF EL DORADO
AND
THE EL DORADO COUNTY FAIR ASSOCIATION, A GENERAL NON-PROFIT
CORPORATION

THIS AGREEMENT, 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, a general non-profit corporation (hereinafter "Association") the 4th day of January, 2022.

RECITALS WHEREAS, County owns approximately 47.45 acres of real property located in Placerville, California, generally known and designated as the County Fairgrounds, constituting Assessor's Parcel Numbers 325-240-012, 325-280-002, and 325-280-004, and

WHEREAS, on April 3, 1973, the County Board of Supervisors adopted a resolution to hold and conduct the annual county fair on the County Fairgrounds; and

WHEREAS, the State of California has appropriated certain monies for the encouragement of county fairs and said monies are apportioned to such fairs in accordance with rules and regulations prescribed by the Department of Food and Agriculture of said state pursuant to section 4401.5, et seq. of the Food and Agricultural Code of said state; and

WHEREAS, Association has acted as an agent of County pursuant to Government Code section 25905 for the purpose of holding and conducting the annual county fair, and have the use, possession and management of the County Fairgrounds for interim use and activities to benefit the community since 1939, and it is the mutual desire of the parties for Association to continue in this role for said purposes for the period of this Agreement; and

WHEREAS, it is mutually understood by and between the parties hereto that the laws of the State of California vest in County and its duly elected and appointed officials, the sole power and authority to hold and conduct a county fair annually; and that records required by state law must be kept in connection therewith, which said records constitute County records; and that all money constituting gross receipts from or in connection with the operation, holding and conducting of said fair, and through the use, possession and management of the fairgrounds, constitute County monies to be used for the purpose of exhibiting and advertising agriculture, livestock, timber products and other domestic industry as well as manage the fairgrounds.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Association as agent for County under the authority of law applicable thereto, pursuant to Government Code section 25905 will hold and conduct said fair on County Fairgrounds on the dates designated by the Board of Directors of Association.

2. Association during the term hereof will annually present to the State Department of Food and Agriculture the approved budget and those other documents for said fair, which said list and presentation hereof has constituted or shall constitute an application on the part of County to the Department of Food and Agriculture of the State of California, for the apportionment, if such has not heretofore been made, for the disbursement to County of monies from the State of California, Fairs and Expositions Fund of the full amount as by law allowed.

3. Association will pay all premiums awarded by the judges at said fair. All premium awards are made in accordance with a published premium list, and applicable rules and regulations of the Department of Food and Agriculture.

4. County will and does hereby constitute and appoint Association as agent of County pursuant to Government Code section 25905 for the following purposes: To conduct the annual county fair, and manage, use and possess the County Fairgrounds property, except as provided in Section 7, for the term of this Agreement, and Association shall exercise its lawful powers as set forth in its By-Laws attached hereto and incorporated herein as Exhibit "A" in the performance of its duties described herein. Any amendment of Association's By-laws which affect its obligations under this Agreement shall be consistent with the provisions of this Agreement.

5. Term. The term of this Agreement shall commence the date first set forth above and shall run through June 30, 2026, at which time it shall expire, unless extended pursuant to the terms of this section. Commencing April 1, 2023, and each April 1 thereafter (the "Renewal Date") during the term of this Agreement, the term of this Agreement shall be extended automatically, without action of the parties, for a period of one (1) year beyond its then current expiration date, unless the Agreement is sooner terminated pursuant to Section 32 below.

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

7. County will have continued use of a section of Parcel 325-240-012 that has been developed as part of Building C in the Placerville Government Center Complex. County will use and manage Joe's skate park and the Parks Division building located on Parcel 325-280-004, and pay monthly for the County's share of water and electricity per the installed meters. County will have the continued use of the County Museum that is partially located on Parcel 325-280-002. Association will have the continued use of a section of Parcel 325-280-024 for livestock parking. The parcel sections have been outlined in Exhibit B for reference.

8. County shall pay to Association such sums as have been or may be appropriated by the State Department of Food and Agriculture to County from the Fairs and Expositions Fund of the State of California for the purpose of said fair and fairgrounds. Association agrees to bear, assume, pay and discharge all expenses and obligations incurred by it in connection with said fair from the funds appropriated to Association. Association shall use all monies received by it from the conduct of the fair and the use of the County Fairgrounds to defray such obligations and expenses. Except as provided in this section, County is not obligated to provide general fund monies for any activity contemplated by this Agreement.

9. Claims of any type made against Association shall be handled in the same manner as claims against County. Association agrees that upon receipt of any document which purports to be a claim, it will forthwith forward such documents to the office of the Clerk of the Board of Supervisors.

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

11. The County Officer or employee with responsibility for administering this Agreement is the Chief Administrative Officer or successor or designee.

12. As part of its annual budget, the Board of Supervisors shall determine a direct services charge for Association which will reimburse County for its costs of such general liability risks of loss as arise from operation of the County Fair. By March 1 each year, County shall notify Association in writing of the amount of this charge. County shall compute and determine 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. Association shall pay this charge monthly each year.

13. In September of 2017, the parties agreed to amortize \$228,087, the total computed charges due to County for FY 2016-2017 and FY 2017-18 for the general liability allocated insurance charges pursuant to Section 11, over a ten year period beginning in Fiscal Year 2016-17 in order to lessen the burden on the Association's budget, with the Association paying one-tenth of the total general liability charges due, equal to \$22,808.70, in each of the ten fiscal years. This annual payment is 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. On September 1, 2020, the Board of Supervisors approved a request from the Association to defer the Association's General Liability charges payment for FY 2020-21 of \$22,808.70, adding an additional year to the amortization. The Association shall continue to remit to the County \$22,808.70 prior to June 1 of each year until Fiscal Year 2027-28. 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.

14. It is understood that at this time vehicles used by Association in connection with official duties are registered with the Department of Motor Vehicles in the name of Association. County agrees that it shall defend and indemnify Association, its officers and employees resulting from injuries to persons and property as the result of the negligence of willful misconduct of such persons. Property damage to Association vehicles, whether caused by third persons or otherwise, shall be the sole responsibility of Association. By mutual agreement with County, Association may transfer title to such vehicles to County for management within County's fleet management program. In that event only, Association shall remit to County the mileage based internal charges applicable to the County departments. Fleet managed vehicles are replaced or repaired at County expense when depreciated or damaged.

15. The buildings, tenant improvements and all other fixed assets on the fairgrounds are property of County, and shall be financially protected against sudden and accidental loss or damage to the same extent as County insures or self-insures against these same risks of loss to other County owned properties and assets. As part of its annual budget, the Board of Supervisors shall determine a direct service charge for Association that will reimburse County for its costs of such risk of property losses. By March 1 each year, County shall notify Association in writing of the amount of this charge. County shall compute and determine 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. Association shall pay this charge monthly.

16. Association will implement such loss control policies and procedures and keep records appropriate to the operations and management of the fairgrounds as are properly required of County departments. At least once annually Association officer shall meet with County Risk Management to review these policies and procedures.

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

18. Association will accurately make and keep all records substantially in agreement with General Accepted Accounting Principles (GAAP) and/or procedures as illustrated in the Fairs Administration Manual, issued by the Department of Food and Agriculture, Division of Fairs and Expositions, of all its transactions as an agent hereunder, and among other things, require and procure serially numbered receipt for any and all money received and detailed itemized invoices or other supporting documents for any and all money disbursed or expended by Association in connection with its executive management and control of said fair and fairgrounds. Association hereby agrees that all books, records and documents pertaining to said management and control shall be subject to examination by the State Department of Food and Agriculture or outside Audit Firm and that any such books, records and documents shall be preserved by Association and remain public records.

19. All net proceeds received by Association, from whatever source, shall be deposited in one lump sum via check within sixty (60) days after the conclusion of the annual County Fair in the County Fair Fund in the County Treasury, provided however, the Association may establish and maintain separate banking accounts with balances sufficient to pay its day-to-day obligations for expenses incurred by Association in connection with the operation of the County Fairgrounds and the annual county fair, and may transfer fund from the County Fair Fund as needed for operations.

20. Annually, and upon request by the County, Association shall provide and present to the County Board of Supervisors the following: (a) an annual balanced budget for approval

showing the estimated revenues and proposed expenditures, from all sources during the ensuing year, detailed by line item; (b) a Statement of Operations for the prior year, outlining all expenditures and revenues by line item actually spent and received, by March 15 of following year; (c) a Financial Review or Audit performed by an independent, qualified outside accounting firm for every year this Agreement is in force; (d) an updated five-year strategic plan, which includes Associations values, goals and assessment of Association, including capital improvement or major maintenance plans; and (e) funding raised by the Heritage Foundation which was created by the Association in 2017 for the exclusive purpose of fundraising for capital improvements on the fairgrounds, projects completed, and planned projects.

21. No major maintenance or capital improvements may be undertaken by Association without prior approval of the Contract Administrator. “Major maintenance or capital improvements” as used herein shall be understood to mean any construction or installation of permanent structures, facilities, buildings, or improvements to the County Fairgrounds that (a) are in excess of \$50,000 , or (b) will substantially change the current conditions and operations in the County Fairgrounds, regardless of the amount.

22. In accordance with Government Code section 25905, Association agrees that an annual budget shall be submitted by it to and approved by the Department of Food and Agriculture after approval by the County Board of Supervisors. The County Board of Supervisors reserves the right to recommend changes to the annual budget submitted by the Association for the Board’s approval.

23. Association agrees to provide the County access to an approved copy of the minutes of each meeting of the Board of Directors of Association within twenty (20) business days after each meeting where minutes were approved. Minutes and agendas are posted on the Association website after approval.

24. Association agrees to include and maintain within the text of its governing by-laws provision for the establishment of up 11 total members of its governing board of directors, five of which shall be appointed by the Board of Supervisors.

25. County agrees that, in the matter of selecting its nominees for service on Association's governing board, it will follow the criteria contained within Association's current by-laws wherein the qualification of directors is set forth.

26. It is mutually agreed that County hereby delegates to Association the matter of hiring, terms of employment, discharge and all other personnel matters and shall be employees of

Association. Such employees of Association shall not be members of the classified service of County and shall not be listed in the County Authorized Personnel Allocation Resolution. However, such employees shall be treated as County employees for the purpose of membership in CalPERS retirement programs as allowed by law. As part of its annual budget, the Board of Supervisors shall determine a direct service charge for Association which will reimburse County for its costs for its CalPERS unfunded accrued liability by May 1 of each year. Association shall pay this charge to County monthly. County shall notify Association of the PERS normal cost and employee contribution rates for the following fiscal year. Association shall pay the County following the conclusion of each pay period for the normal cost and employee contributions as required by CalPERS.

27. County agrees to provide, and Association agrees to pay for, the following employee benefits, if the Association wishes to be included in:

A. Workers' Compensation as required by statutes of the State of California, through County's Workers' Compensation Program. As part of its annual budget, the Board of Supervisors shall determine a direct service charge for Association which will reimburse County for its costs of such workers' compensation risks of loss as arise on account of Association's employees. By March 1 each year, County shall notify Association in writing of the amount of this charge. County shall compute and determine 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. Association shall pay this charge monthly.

B. The same health benefits as provided to County employees, through County's program, pursuant to the currently in force Memorandum of Understanding with the recognized employee organization representing the General, Professional and Supervisory Bargaining Units, excluding any benefits under the county's retiree health defined contribution plan. The Board of Supervisors shall annually establish the rates per pay period for the cost of County sponsored health benefits. Association agrees to pay County at this established rate, each pay period, for health benefits on the same basis as a County department.

C. Unemployment Insurance as required by statutes of the State of California.

D. Payment of payroll taxes due for participation in the Medicare portion of Social Security as required by federal law.

E. Long Term Disability and Life Insurance as provided to County employees pursuant to the currently in force Memorandum of Understanding with the recognized employee organization representing the General, Professional and Supervisory Units.

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

As part of its annual budget, the Board of Supervisors shall determine a direct service charge for Association which will reimburse County for its costs to provide the unemployment insurance, life insurance, long term disability insurance, and employee assistance programs specified above. County shall compute and determine 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. Association shall pay this charge to County monthly.

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

28. Association agrees that any routine contracts which it executes, including but not limited to, exhibit space, concession services and non-fair usage shall have the acknowledgment and acceptance of a quorum of the Board of Directors of Association and shall be recorded in the minutes of the meeting.

29. Association and County agree that with respect to the commitment or expenditures of any funds allocated by an executive order of the State Department of Food and Agriculture pursuant to section 19630 of the Business and Professions Code, which provides regulations for the expenditure of state monies in support of capital improvement projects at fairs, the regular County procedure with respect to purchases and contracts must be followed.

30. It is mutually agreed that the solicitation, selection, supervision and any other employment related matters of Association employees shall be the sole responsibility of Association, following such rules, agreements and policies established by Association. Remuneration for employees shall be set by Association.

31. The criteria for the establishment of the number and categories of employees and degrees of remuneration shall be in strict accord with the then current state approved Association budget, wherein authorized personnel requirements are outlined.

32. Termination. Notwithstanding the automatic renewal provision set forth in Section 5 above, this Agreement may be terminated at any time prior to its expiration date (a) upon one (1) year written notice to the other party, or (b) if Association fails to fulfill in a timely and proper manner Association's obligations under the Agreement or otherwise breach this Agreement and fail to cure such breach within thirty (30) days of receipt of written notice describing the nature of the breach, County may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days written notice of termination to Association. Any termination occurring pursuant to this section shall not relieve Association of liability to County for damages sustained by County, if any, by virtue of any breach by Association.

33. If the County fails to fulfill in a timely and proper manner the County's obligation under the agreement or otherwise breach this agreement and fail to cure such breach within thirty (30) days of receipt of written notice describing the nature of the breach, the Association may pursue any available remedies. If either party brings an action to enforce its rights under this Agreement, the prevailing party is entitled to recover its expenses including reasonable attorneys fees.

34. If any provision of this Agreement, or part thereof, is for any reason held to be invalid, the remaining sections shall not be affected but shall remain in full force and effect and to this end, the provisions of this Agreement are severable.

35. This Agreement supersedes and replaces that agreement entered into by the County and the Association for the same purposes.

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

--COUNTY OF EL DORADO--

By: Kori Parlin

Dated: 1/4/22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufuly
Deputy Clerk

Dated: 1/4/22

--THE EL DORADO COUNTY FAIR ASSOCIATION--

By: Jody Gray
Jody Gray (Dec 19, 2021 09:53 PST)

Dated: 12/19/2021

Jody Gray
Chief Executive Officer "EDCFA"

By: Chris Whitaker
Chris Whitaker (Dec 20, 2021 08:43 PST)

Dated: 12/20/2021

Chris Whitaker
Board President

Exhibit A

REVISED AND APPROVED BY BOARD OF DIRECTORS, OCTOBER 2, 2019
APPROVED, EDCF ASSOCIATION MEMBERS, JANUARY 8, 2020

EL DORADO COUNTY FAIR ASSOCIATION

BY LAWS

Know all men by these presents:

That we the undersigned Directors of the El Dorado County Fair Association, acting under power granted by the State of California pursuant to the General Non-Profit Corporation law of the said State as set forth in the Articles of the Corporation dated the 21st day of January, 1952, do hereby enact the following By-Laws for the future government of the Association.

ARTICLE I

Section 1: **Legal Name** – The legal name of this Association shall be “The El Dorado County Fair Association.”

ARTICLE II

Section 1: **Seal** – The Association shall have a common seal consisting of a circle having on its circumference the words “El Dorado County Fair Association”, enclosing the figure of a bearded miner pushing a wheelbarrow.

ARTICLE III

Section 1: **Location** – The Association shall have its principal office at the El Dorado County Fairgrounds, Placerville, State of California, but may have offices and transact business at such other places as the Board of Directors may, from time to time, selected, and provided in Article V, Section 2.

ARTICLE IV

Section 1: **Membership Requirements** – Membership in this Association shall be open to any person who is 18 years or older regardless of race, religion, creed or color and is a resident of or affiliated with (work, own property or business) El Dorado County and who upon payment of the annual membership dues may be elected to membership by the majority vote of the Board of Directors of this Association.

Section 2: **Approval of Members** – Each applicant for membership in the Association shall be voted on by a written and signed ballot or voice vote. Exception: Supervisor appointees will automatically be approved.

Section 3: **Qualifications of Members** – Qualifications for membership shall be limited to those persons who have shown by demonstration that they have or may have a present and continuing dedication to the ideas and success of the Fair and who may, by such demonstration, be considered as Directorial Candidates for the future government of this association.

Section 4: **Boundaries of Members** – Insofar as it is possible or desirable, the membership shall be generally representative of the various centers of population and/or communities of interest

contained within the boundaries of the County of El Dorado, subject to the ultimate determination of the Board of Directors.

Section 5: **Supporting or Sustaining Membership** – The Board of Directors may form a supporting or sustaining membership in this Association whose members may not vote on any issue before the Association at any time.

Section 6: **Annual Dues** – Annual dues of this Association shall be set forth by the Board of Directors. Dues shall be paid in the following manner.

- A. **Date Payable** – Annual dues for all members shall be due and payable January 1 of each year and will be considered delinquent if not paid before the start of the Annual Meeting.
- B. **Penalty for Delinquency** – Newly elected members failing to pay dues within 30 days after their election to membership in the Association shall be considered delinquent and will forfeit all rights and privileges to participate in any activities of this association.
- C. **Deposit of Dues** – All dues will be paid to the Secretary/Manager for deposit into the Association’s bank account.

Section 7: **Voting Requirements** – No member may vote at any meeting of this Association unless all fees, dues or levies, then currently incumbent upon the membership have been settled and the member has evidence thereof.

Section 8: **Annual Meeting** – There shall be held an Annual Meeting in January each year prior to the regular Board of Directors Meeting. This Annual Meeting shall be held at the Association Fairgrounds. Notice of such meeting shall be delivered by email or the mail service of the United States of America in behalf of every member of record in the Association at least nine (9) days in advance of such meeting.

Section 9: **Cumulative and Proxy Voting** – Cumulative and proxy voting before the house of the membership are hereby prohibited.

Section 10: **Removal of Association Members** – An Association Member may be removed from membership by a majority vote of the Directors at a Regular or Special Board Meeting provided that due notice of such action has been given prior to the meeting.

ARTICLE V

Section 1: **Corporate Powers and Quorum of Board** – The Corporate Powers of this Association shall be vested in a Board of Directors consisting of eleven persons, six of whom shall constitute a quorum necessary for the transactions of business, except that less than a quorum shall adjourn from time to time. The concurring vote of a majority of all Directors shall be required for any action of the Board of Directors.

Section 2: **Corporate Powers and Limitations** – All acts and exercises of the Corporate Powers assumed by the Board shall be subject to all the statutory provisions of the State of California and the obtaining of consent in support of any activity from the appropriate political authority where the same is applicable and/or provided for by statute or ordinance of the State of political subdivision thereof, and to the limits described in these By-Laws enacted or amended pursuant to the Articles of Incorporation of this Association.

ARTICLE VI

Section 1: **Qualifications of Directors** – The Board of Directors of this Association shall number eleven persons, who shall be qualified members in good standing of this Association. They shall serve until replaced.

Section 2: **Directorial Seats** – The Directorial Seats in the Board shall be comprised as follows:

Five (5) County Seats – Which shall be filled by nominees of each individual member of the Board of Supervisors, one nominee to each District. The method of selection of the same shall be as may be determined by the Supervisors. A County nominee shall become a member in the Association under the same terms and conditions as any other member, except that his membership shall be terminated at the conclusion of the tenure of the nominating Supervisor, unless he be reappointed by his Supervisorial nominator or elected as per Article IV, Section 2.

Persons so nominated shall serve at the pleasure of the Board of Supervisors.

Six (6) Association Seats – Which shall be reserved for occupancy by members of the Association who are in good standing. The method of their election shall be by the majority vote of the membership present and eligible to vote at the Annual Meeting. Their term of office shall be four (4) years. Beginning with the Annual Meeting in October, 1982, the three (3) seats open for election shall be elected for a term of three (3) years. The three (3) Directors whose seats are open for election in 1983 shall be elected for a term of four (4) years. Thereafter, all Association Directors' terms shall be four (4) years and will expire at the Annual Meeting. Each Director's position shall be nominated and elected by written and signed ballot or voice vote.

Section 3: **Terms of Office** – If the Office of an Association Director falls vacant prematurely the Board shall, by majority vote, appoint from the Association Membership, a successor who shall serve until the next Annual Meeting of the Association, when the membership by their majority may approve or disapprove of the appointee's fulfilling of the unexpired term. In the case of a vacancy, occurring among the County Directorships then the Supervisorial Nominator must be contacted for a replacement.

Section 4: **Eligibility for Re-Election** – All Association Directors shall be eligible for re-election. The eligibility of a County Director shall cease upon the termination of his nominating Supervisor's tenure in office. A County Director shall serve at the pleasure of the Board of Supervisors.

Section 5: **Removal of Directors:**

A. **Causes of Removal** – Causes for removal of a Director are:

- (1) **Non-attendance** – Non-attendance at three (3) consecutive meetings of the Board of Directors without acceptable reason.
- (2) **Erratic attendance** – Erratic attendance at Board Meeting, that is: Less than 80% of all Board Meetings and Committee Meetings held within any given 180 day period without acceptable reason.
- (3) **Determination of acceptable cause** – Acceptable cause will be determined by the Board of Directors.

- B. Status of Removed Director** – If any Director is removed for cause, he or she shall revert back to Association status only. Either 1 or 2 of the above will constitute automatic removal from Directorship of the individual concerned. Written notice of said action shall be sent to said individual by the Secretary/Manager from the Association Office within 72 hours of the Board’s action removing said Director.

Section 6: Removal of Directors – (for causes other than provided for in Article VI, Section 5).
A Director may be removed from office by majority vote of the Board of Directors at a Regular or Special Meeting, provided that due notice of such action has been given prior to the meeting to all members of the Board of Directors. “Due Notice” shall be deemed to have been given when information concerning the pending action has been mailed via the U. S. Postal Service at least ten days prior to the meeting called wherein such action is being contemplated.

Section 7: Limitations of Directors – Persons holding the office of Director in this Association are limited in power to the exercise of their vote and the expression of their opinion during a duly constituted and authorized meeting of the Board of Directors. No Director may have Executive and Administrative powers in this Association unless it be exercised under the jurisdiction and direct supervision of the Secretary/Manager, who shall be the Principle Executive of this Association at all times.

Section 8: Board Meetings:

- A. Notifications of Meetings:** Public notice of all regular Board Meetings, in the form of a tentative agenda will be emailed or mailed to each Director and anyone who requests to be notified. Persons requesting notification must renew their requests annually. The final agenda shall be posted at the Main Office of the El Dorado County Fair Association, 100 Placerville Drive, Placerville, California, no later than 72 hours prior to the meeting.
- B. Mailing of Information to Directors:** All other information shall be emailed to each Director at least seven (7) calendar days prior to each meeting (with the exception of Accounts Payable, as that will be emailed as soon as available). The agenda that is sent to each Director shall include information about items available at the time of mailing, such as: minutes of committee meetings if they have not already been emailed, updated financial reports and any pertinent correspondence.
- C. Request to Appear before the Board:** Any item requiring action must be presented to the Manager by 4:00 p.m. five (5) business days prior to the regularly scheduled meeting.
- D. Procedures:**
- (1) **Quorum:** Action may result when a majority of the Directors vote “yes” on a motion. A majority of the full Board is also required to make or change policy.
 - (2) **Voting:** The president is a voting member and should vote on all motions.
 - (3) **Agenda Approval:** The agenda requires Board approval prior to the conduct of the business of the Association. Any changes in the agenda shall be included in the motion to approve and shall only include altering the order in which the items are to be considered, or to add items or reports not requiring action. No items requiring action can be added.
- E. Executive Sessions:** An Executive Session may be called as a part of the agenda of any regular meeting to discuss the following topics.

- (1) **Personnel**: GOVERNMENT CODE SECTION 11126(a) – Matters concerning the employment of the Manager or, at the Manager’s request, matters concerning employees of the Association. Discussion of personnel under contract shall not be conducted in Executive Session.
- (2) **Security**: GOVERNMENT CODE SECTION 11126 (e) – A threat to the security of Association Facilities or services.
- (3) **Confidential Gifts or Donations**: - GOVERNMENT CODE SECTION 11126 (g) – Gifts or donations to the Association made by individuals requesting, in writing, confidentiality.
- (4) **Pending Litigation**: - GOVERNMENT CODE SECTION 11126 (q) - To discuss legal matters which, if discussed in open session, may be detrimental to the public interest.
- (5) **Other Topics for Executive Session** - Other less common topics, which may be discussed in Executive Session, are covered in the California Fair Director’s Handbook.
- (6) **Miscellaneous** – An Executive Session may be called by the President or, in his/her absence, the Vice President, at the request of the Manager, staff member or any Director. Immediately following the close of the Executive Session, or at the beginning of the next meeting, an announcement detailing the action taken, but not their discussion leading up to the action, shall be made by the President. Minutes of all Executive Sessions shall be kept by the Manager or a Director selected by the Board. These records are not public documents, but shall be made available to the Directors, the Division, or to the courts, if required.

F. **Emergency Board Meetings** – Emergency meetings of the full Board may be called only when Board action is required as a result of:

- (1) **Public Safety Threat**: An event that may severely impair public health and safety. (EXAMPLE: Bomb threat, strike, flood, fire, etc.)
- (2) **Administrative Matters**: Administrative matters requiring immediate attention. (EXAMPLE: Litigation.)
- (3) **Requests**: Emergency meetings may be requested by the Manager or by any Director. The Manager shall call the meeting by first notifying the President or, in case of his/her absence, the Vice President and other Directors. In instances where quorum cannot be obtained, the Executive Committee is empowered to meet and act on the Board’s behalf in a public meeting.
- (4) **Notification**: One hour prior to any Emergency Meeting, the President shall notify any newspaper, television or radio stations who have made prior written request of notification. Following the meeting the minutes shall be posted at the Main Office for not fewer than 10 (ten) days. This applies unless the meeting was an Executive Session.

G. **Special Board Meeting**: Special Board Meetings may be called by the President or three Directors, as provided for in the By-Laws. Only one topic may be discussed.

ARTICLE VII

- Section 1:** **Time and Date of Meetings** – At least one Regular Meeting of the Board shall occur monthly (unless adjusted by the majority of the Board) at the Board of Directors Room on the Fairgrounds or at a date, time and place that may be determined by a majority of the Board of Directors. Board Meeting Dates will be approved annually and posted on the website.
- Section 2:** **Special Meetings** – The president may call Special Meetings of the Board at any time. Upon the written request of 3 (three) Directors, he must call a Special Meeting. All directors will be sent written notification within 1 (one) working day of such written request, with at least 5 (five) working days advance notice from time of emailed announcement before meeting is held.

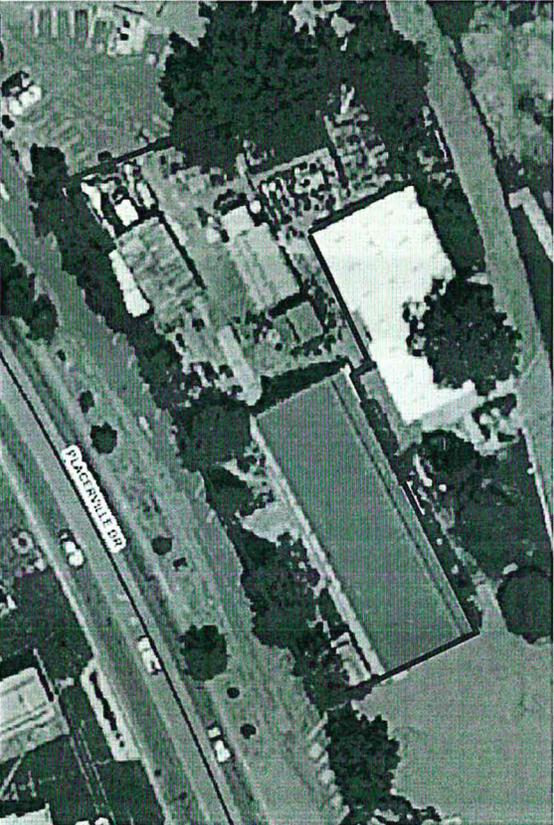
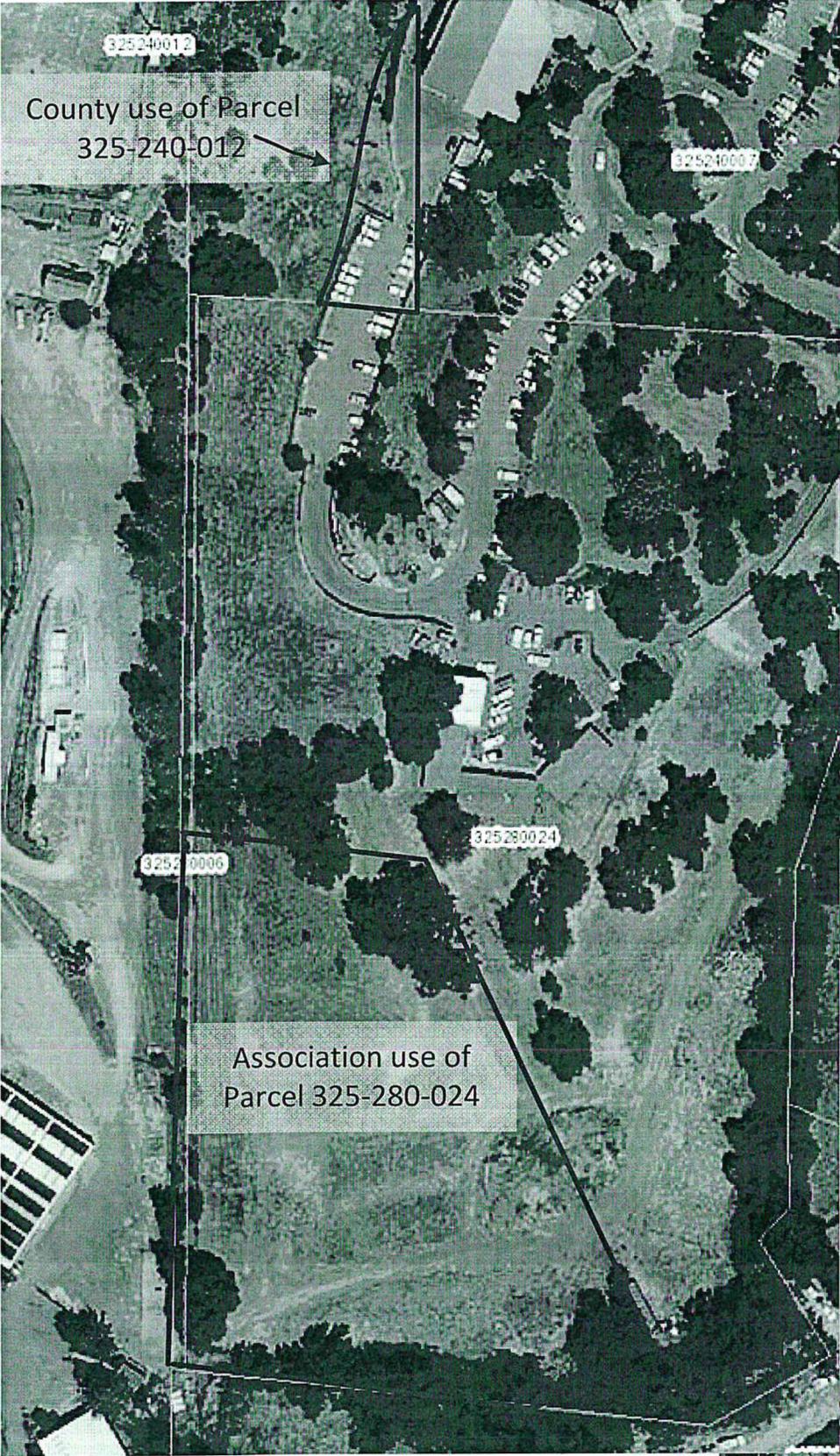
ARTICLE VIII

- Section 1:** **Officers** – The Officers of this Association shall be a President, a Vice President and a Treasurer elected from within the Board of Directors. All Officers shall be bona fide Director of this Association who shall be elected annually by the Board of Directors by written and signed ballot or voice vote at the annually scheduled January meeting.
- Section 2:** **Term of Office** – The term of office of elected officers of this Association shall be for 1 (one) year, beginning and ending with the January Board of Directors meeting.
- Section 3:** **Secretary/Manager** – In addition, there shall be an office of Secretary/Manager, who shall not be a Director.

ARTICLE IX

- Section 1:** **President** – The President shall preside at all meetings of the Association’s membership and of the Board of Directors. The President shall have the power to call special meetings of the Association or Board of Directors. The President shall have power to make appointments to all standing committees.
- Section 2:** **Vice President** – The Vice President shall preside at all meetings where the president is absent.
- Section 3:** **Treasurer** – The Treasurer shall be Chairman of the Budget and Finance Committee.
- Section 4:**
- (A) **Secretary/Manager** – The Secretary/Manager shall be the confidential employee of the Board of Directors and shall act: as the Secretary of the Corporation; be exempt from Civil Service; be the Chief Executive, Administrative, Fiscal and Personnel Officer of the Association; keep or cause to be kept the Official Book of Minutes of all proceedings of the Association; be the Custodian of the Seal and official records of the Association, subject to the laws of the State of California and the United States of America; have charge of and direct all of the affairs of the Association, subject to the policies set forth by the Board of Directors; be the sole appointive authority for the Association’s employees, subject to the general intent of the personnel policies of the El Dorado County Fair Association and within the guidelines set forth in Schedule 6, 6B and 6C of the Annual Budget of the Association after approval of the Board of Directors, the Board of Supervisors and accepted by the State of California and as such budget may from time to time be legally amended; have authority to disburse the funds of the Association in accordance with Board Policy and the approved budget and as such budget may from time to time be legally amended.

Exhibit B



County use of Parcel 325-280-002



County use of Parcel 325-280-004