

**SECOND AMENDMENT TO AGREEMENT for the MANAGEMENT  
and OPERATION of the SOLANO COUNTY FAIRGROUNDS**

This Second Amendment ("Second Amendment") is entered into as of Feb. 10, 2015, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and the SOLANO COUNTY FAIR ASSOCIATION, a California non-profit corporation ("SCFA").

**1. Recitals**

- A. The parties entered into an agreement dated January 25, 2011 (the "Agreement"), for SCFA to manage and operate the Fair and maintain the Fairgrounds Property. The Agreement was amended on January 31, 2014 to extend the term through January 1, 2016.
- B. The parties now desire to amend the Agreement a second time to modify certain terms.
- C. The parties agree to amend the Agreement as set forth below.

**2. Agreement**

- A. Section 2 is deleted in its entirety and replaced with:

**2. TERM AND TERMINATION**

- a. The term shall commence February 1, 2011 and shall expire January 31, 2018.
  - b. Either party may terminate this Agreement, at any time, with or without cause, upon 90 days written notice from one to the other.
  - c. Concurrent with the annual approval of SCFA's budget, this Agreement may be annually extended by an affirmative vote of the Board of Supervisors in additional one (1) year increments.
- B. Section 3C, subparagraph iv is deleted in its entirety and replaced with:
    - iv. Negotiate and enter into revenue generating contracts (e.g., sponsorship agreements, facility lease agreements) without the approval of the Board of Supervisors, regardless of dollar amount provided such contracts are consistent with the terms of this Agreement. In circumstances where the term of the revenue generating contract exceeds the remaining term of this Agreement, the SCFA may enter into such contracts with the concurrence of the County Administrator.
  - C. Section 4B, subparagraph iii is deleted in its entirety and replaced with:
    - iii. To the extent that there is an excess of .33 monies after accounting for County services, the parties agree any remaining excess monies will be retained by SCFA and deposited into the reserve account for major maintenance/capital deferrals.

D. Section 11 is deleted in its entirety and replaced with:

11. LEASE OR REDEVELOPMENT PLANNING OF FAIRGROUNDS PROPERTY

- A. Both SCFA and County understand that there is the possibility that the Solano 360 Project (development of the Fairgrounds site) will commence during the course of this Agreement. In the event that the construction of such project interferes with SCFA's use of the Fairgrounds Property, County will consult with the SCFA regarding any potential lease or redevelopment of Fairgrounds Property that will affect SCFA's operations, revenue streams, or use of the Fairgrounds Property.
- B. County agrees to provide SCFA with not less than 210 days' notice prior to the commencement of any construction in the private purpose areas, as designated in the attached Site Plan.
- C. County further agrees to require any third party's use of private purpose areas be coordinated with SCFA's use of the public purpose areas, as designated in the attached Site Plan, particularly as such use may impact circulation, signage, and any activities during the annual Fair.
- D. County agrees to require the replacement of signage from all third-parties that becomes necessary as a result of construction in the private purpose areas as designated in the Site Plan.

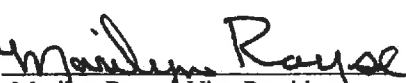
3. Effectiveness of Agreement

Except as set forth in this Second Amendment, all other terms and conditions specified in the Agreement remain in full force and effect.

COUNTY OF SOLANO, a Political  
Subdivision of the State of California

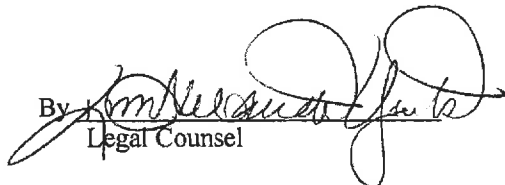
Solano County Fair Association

By   
Birgitta E. Corsello, County Administrator

By   
Marilyn Royse, Vice President

APPROVED AS TO FORM

By   
County Counsel

By   
Legal Counsel



## Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

### Meeting Minutes - Action Only

#### Board of Supervisors

*Erin Hannigan (Dist. 1), Chairwoman*  
(707) 553-5363

*John M. Vasquez (Dist. 4), Vice-Chair*  
(707) 784-6129

*Linda J. Seifert (Dist. 2)*  
(707) 784-3031

*James P. Sperling (Dist. 3)*  
(707) 784-6136

*Skip Thomson (Dist. 5)*  
(707) 784-6130

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Tuesday, February 10, 2015

8:30 AM

Board of Supervisors Chambers

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15-0117

Consider approving a second amendment to the agreement with the Solano County Fair Association for the management and operation of the Solano County Fairgrounds; and Authorize the County Administrator to sign the second amendment

**On motion of Supervisor Seifert, seconded by Supervisor Sperling, the Board approved a second amendment to the agreement with the Solano County Fair Association for the management and operation of the Solano County Fairgrounds. So ordered by 5-0 vote.**