

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY
EXPOSITION AND FAIR ASSOCIATION**

THIS AGREEMENT, entered into this ____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County" and the SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION (hereinafter called "Association"),

WHEREAS, on November 30, 1995, the parties hereto entered into an agreement (herein after referred to as the "Original Agreement") for services to be rendered by the Association in connection with conducting the affairs of the San Mateo County Exposition Center and conducting the annual San Mateo County Fair as set forth in that Original Agreement; and

WHEREAS, the agreement was amended on April 24, 1997; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to further amend and clarify the Amended Agreement:

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the November 30, 1995 agreement, as amended on April 24, 1997, is further amended as follows:

CHANGE NO. 1: Paragraph 13 is amended to read follows:

"13. The Association agrees that the Board of Supervisors of County shall have the right to designate each Director of Association. There shall be eleven directors with at least one (1) director from the agricultural community. In making their designation of directors, the Board of Supervisors shall make every effort to have all areas of the

County represented. Each director shall serve at the pleasure of the Board of Supervisors and for a term of three (3) years. After the initial appointments, the Board of Supervisors shall make such appointments and/or re-appointments within sixty (60) days of the date a vacancy occurs whether by expiration of a term or otherwise. The County agrees that a representative of the Association Board of Directors shall participate with the Board of Supervisors subcommittee in interviewing applicants being considered for appointment to the Association Board of Directors.

Directors shall be limited to **four** full terms of service. A term shall run from September 1st to August 31st. Directors' terms shall be staggered so that a proportionate number of terms of service shall terminate each year."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. This further amendment is hereby incorporated and made a part of the original November 30, 1995 agreement, as first amended on April 24, 1997, and subject to all provisions therein.
2. Except as specified herein, all provisions of the Original Agreement and the First Amendment shall be binding on all the parties hereto.
3. The Agreement of November 30, 1995, as first amended on April 24, 1997, be and is hereby amended accordingly.

IN WITNESS WHEREOF the parties hereto by their duly authorized representative, have affixed their hands on this _____ day of _____, 2003.

COUNTY OF SAN MATEO

By _____
President, Board of Supervisors

ATTEST:

Clerk of Said Board

**SAN MATEO COUNTY EXPOSITION AND
FAIR ASSOCIATION**

By _____
President

By _____
Secretary
"ASSOCIATION"