

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KING, THE COUNTY OF MONTEREY, AND SALINAS
VALLEY FAIR, INC REGARDING THE SALINAS VALLEY FAIRGROUNDS**

This Memorandum of Understanding (the “MOU” or “Agreement”) is made as of the last date opposite the respective signatures below, by and between the City of King, a municipal corporation, organized and existing pursuant to the laws of the State of California (the “City”), the County of Monterey, a political subdivision of the State of California (the “County”), and the Salinas Valley Fair, Inc., a non-profit California corporation (“SVF”). City, County, and SVF are hereinafter sometimes collectively referred to as the “Parties” and each may be referred to as a “Party.”

RECITALS

A. The County owns and operates certain property located within King City and commonly referred to as the “Salinas Valley Fairgrounds”. The Salinas Valley Fairgrounds, including associated parking areas and the arena property leased to SVF by City for the duration of the lease, are generally depicted and described in Attachment “A.” The Salinas Valley Fairgrounds and the arena for the duration of the lease agreement are collectively referred to herein as the “Fairgrounds” except as specifically noted.

B. The Fairgrounds host a variety of events. A noteworthy annual event is the Salinas Valley Fair (the “Fair”), typically lasts multiple days and involves thousands of visitors, entrants, and vendors, and is currently operated by SVF. However, other activities are also held at the Fairgrounds throughout the year, which have included events such as the flea market, rodeos, barrel racing, fundraisers, weddings, quinceañeras, dances, and other community activities or celebrations. These events have the potential for impacts on nearby areas outside of the Fairgrounds.

C. The County provides law enforcement services within the County jurisdiction through the Monterey County Sheriff’s Office (MCSO), and the City provides law enforcement services within the City jurisdiction through the King City Police Department. Additionally, the County and the City both provide land use regulations within their respective jurisdictions.

D. The County and City have a long history of cooperation and coordination, including as related to providing services at the Fairgrounds. The Parties now desire to formalize and clarify their past practices regarding use of the Fairgrounds, as well as to establish a framework for future events.

AGREEMENT

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. Public Safety.

1.1 Law Enforcement Services. The Parties acknowledge that both the MCSO and the King City Police Department have authority to provide law enforcement and respond to offenses within the Fairgrounds consistent with Penal Code section 830.1. In this regard, the Parties agree that the MCSO is the primary law enforcement agency (including security and criminal investigations) for the Fair, including the Salinas Valley Fairgrounds and the arena property when leased by SVF, and the City's Police Department will be backup. For all other events at the Fairgrounds, the City's Police Department will be the primary law enforcement agency, and the MCSO will be backup.

1.2 Private Security. To reduce potential impacts on law enforcement resources, the County will continue to be responsible for requiring events at the Fairgrounds to provide private security. At a minimum, private security shall be provided for weddings, quinceañeras, baptisms, dances, rodeos, any event with live music, or which provides for the sales of alcohol at a ticketed event, and similar activities. The County shall continue to provide, at a minimum, a private security ratio of one security guard per 75 people at any event, plus an additional private security guard at quinceañeras, weddings, or similar events where alcohol is allowed, or any event that requires a permit from the California Department of Alcoholic Beverage Control (the "ABC") to serve alcoholic beverages. Consistent with Section 1.1, and except for the Fair, the City will have primary responsibility for responding to calls for ongoing events that cannot be addressed by private security.

1.3 Alcohol. The City's Police Department shall continue to respond, and as appropriate provide approvals or conditional approvals, with regarding to applications submitted to and circulated to the City by ABC for an ABC permit or license for an event at the Fairgrounds. For events where alcohol is served, the County shall continue to require that service of alcohol stop at least 30 minutes before the event is scheduled to end. For events involving dances, the County may instead require service of alcohol to stop consistent with the requirements of the license or permit approved by the ABC.

2. Land Use, Development, and Restrooms.

2.1 Land Use Entitlements. The Parties acknowledge and agree that consistent with State law the County has exclusive responsibility and authority for review and process of land use entitlements for uses on the Salinas Valley Fairgrounds, including special event permits. In this regard, the City is not the approving agency for ongoing special event permits or other entitlements for use of the Salinas Valley Fairgrounds. However, nothing herein shall preclude the County from circulating proposed applications for entitlements or other events to the City for comment, whether voluntarily or as may be required by County regulations or State or federal law. Additionally, the Parties acknowledge and agree that if there will be proposed uses or impacts from the Fair or other events occurring outside of the Salinas Valley Fairgrounds and within the City's jurisdiction, the City has exclusive jurisdiction to issue entitlements or permits, such as special event permits when street closures or traffic control measures on City streets are needed for an event.

2.2 Noise. The Parties acknowledge that events at the Fairgrounds, especially those involving amplified noise, can have an impact on nearby properties, including homes and residences. As such, the County and SVF agree to abide by, and require parties renting the Salinas Valley Fairgrounds facility to abide by, all City Municipal Code regulations regarding noise restrictions.

2.3 Development and City Impact Fees. The City has approved impact fees for development that are updated by the City from time to time in what is currently referred to as the “Master Fee Schedule.” In the event that the County decides to further develop the Fairgrounds, or otherwise construct any structure or facility whether for residential or non-residential use, at the time of issuance of a building permit the County agrees to pay City impact fees then in effect for that type of development. If the County is paying for an expansion of an existing connection for which impact fees have already been paid, impact fees shall only be applied to the portion that is being further developed. (*Example:* The City’s Wastewater Commercial Plant impact fees currently have an assessment based on square footage for commercial uses. If the County had an existing commercial structure and decided to expand it, impact fees for wastewater services would only be required for the square footage of the expanded portion of the structure.)

2.4. Restrooms. The County previously purchased property from the City, a portion of the purchase price which was used to upgrade the restroom at the City’s park generally located north east of the Salinas Valley Fairgrounds, and adjacent thereto. The City agrees that SVF may place a barrier at the public restroom such that access is restricted to attendees of the Fair during the duration of the Fair. SVF shall obtain pre-approval from the City as to the location and type of barrier to be used.

3. General Provisions.

3.1 Lease Agreement. Nothing in this MOU shall amend, modify, or otherwise affect the obligations of the Parties under that recorded lease agreement with SVF entitled “County and Salinas Valley Fair Inc. Lease Agreement” and dated October 10, 2022.

3.2 Amendment or Cancellation. This Agreement may be amended from time to time, or canceled in whole or in part, by mutual written consent of the City and County. Either Party may terminate this agreement upon one hundred eighty (180) days written notice to either the City Manager and Chief of Police (as to the City), or the County Administrative Officer and the MCSO (as to the County).

3.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

3.4 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to interpret or enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Monterey.

3.5 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

3.6 Incorporation of Attachments. All recitals and attachments to this Agreement, including all Attachments referenced herein, and all subparts thereto, are incorporated herein by this reference.

3.7 Negation of Partnership. The Parties specifically acknowledge that City is not acting as the agent of the County in any respect for events at the Fairground, and that each Party is an independent entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the operations of the Fairgrounds or cause the Parties to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any person who is not a Party.

3.8 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

3.9 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

3.10 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

“CITY”

CITY OF KING,
a municipal corporation

By: _____
Steven Adams, City Manager
Date: _____, 2023

ATTEST:

Erica Sonne, City Clerk

Date: _____

APPROVED AS TO FORM
City Attorney

By: _____
Name: _____
Title: _____

Date: _____, 2023

“COUNTY”

COUNTY OF MONTEREY, a political
subdivision of the State of California

By: _____
Tina Nieto, Sheriff-Coroner
Date: _____, 2023

APPROVED AS TO FORM
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____, 2023

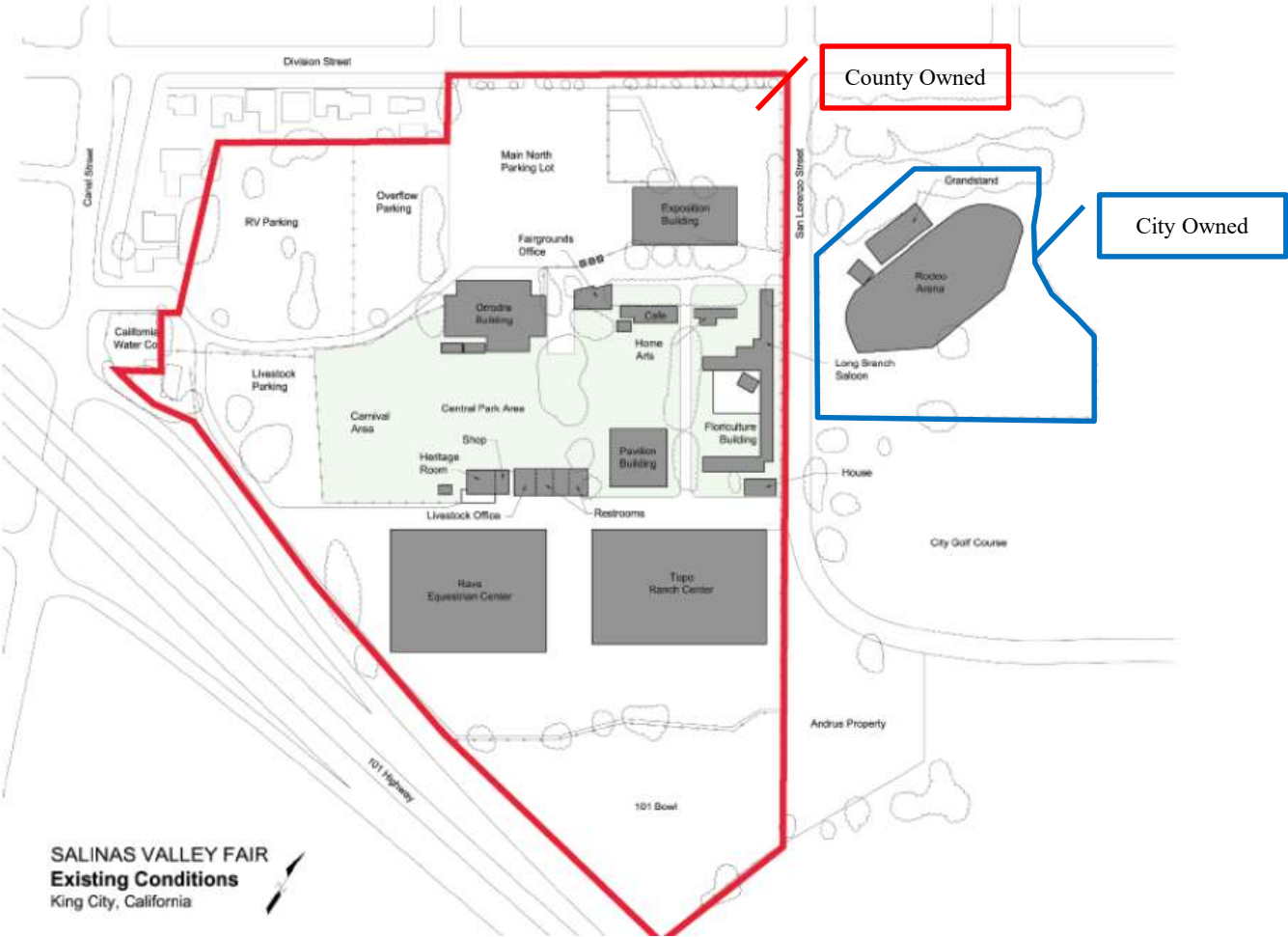
“SVF”

SALINAS VALLEY FAIR, INC., a non-
profit California corporation

By: _____
Printed Name:
Its:

Date: _____, 2023

ATTACHMENT “A”
Salinas Valley Fairgrounds Location Map



**ATTACHMENT “A” continued
Fairgrounds Property Description**

Address: 625 Division Street, King City, CA 93930
APN: 026041023000, 026111001000, 026131006000, and a portion of 026141001000