

**MONTEREY COUNTY PARKS DEPARTMENT
AGREEMENT FOR SAN LORENZO PARK**

THIS AGREEMENT is made and entered into as of this _____, 2016, by and between the COUNTY OF MONTEREY, hereafter referred to a “COUNTY,” and the MONTEREY COUNTY AGRICULTURAL AND RURAL LIFE MUSEUM, a nonprofit corporation created under the laws of the State of California, hereafter referred to as “MCARLM” for a term COMMENCING ON January 1, 2016 and ending December 31, 2025. This AGREEMENT shall automatically renew for an additional five-year term, and subsequent five-year terms, unless either party gives notice to the other party, at least 30 days prior to the end of the then current term of the AGREEMENT, of an intent not to renew the AGREEMENT. Each renewal will be subject to approval by the County Board of Supervisors.

WHEREAS, COUNTY owns and operates San Lorenzo Regional Park located in King City, California, hereafter referred to as “PARK.” Said property, totaling 212 acres, is divided into five areas; “Area A” (Picnic Area), “Area B” (Museum Area), “Area C” (Day Use Area), “Area D” (Group Area), and “Area E” (Campgrounds) as further and more specifically delineated in the attached Exhibit A hereto; and

WHEREAS, COUNTY retains sole control of all PARK areas and, except as set forth in this agreement, reserves the right to determine the use, and to use, all or any portion of PARK Areas A, B, C, D and E for Park and Recreation purposes at its sole discretion; and

WHEREAS, MCARLM exists for the sole purpose of facilitating the development, programs, operation and maintenance of the Agricultural and Rural Life Museum, hereafter referred to as “MUSEUM,” and raises funds to assist in the support of these functions; and

WHEREAS, the purpose of this Agreement is to authorize MCARLM to assist the COUNTY in developing, programming, operating and maintaining the Agricultural and Rural Life Museum at PARK as a service to the general public and to undertake fund raising and special event activities at PARK to help develop, program, operate and maintain said MUSEUM.

NOW, THEREFORE, the parties agree as follows:

- I. COUNTY promises and agrees:
 - A. To permit MCARLM to hold the following number and type of special public

events which benefit MUSEUM and PARK:

1. COUNTY authorizes and permits MCARLM to use Area B, comprised of approximately 4 acres and the buildings therein, for the purpose of assisting with the 1) restoration and maintenance of COUNTY'S collection of historic farm equipment; 2) development of MUSEUM facilities; 3) interpretation of MUSEUM collections, exhibits and facilities for school groups and the general public through the employment of museum guides; and
2. To permit MCARLM to use Areas A, B, C and D for the purpose of holding no more than three (3) major special public events per year;
3. To use said Areas B and C for the purpose of holding up to 12 one day minor events each calendar year to raise funds for the purpose of the development, maintenance and operation of MUSEUM.
4. Major Events: The three (3) major special public events are defined as individual events with participants/attendees in excess of 2000 but less than 8,000 persons per day which the general public may attend by ticket purchase under the conditions established by MCARLM and COUNTY. They shall be no more than two consecutive days in duration each; however MCARLM may initiate set-up and complete tear-down of each event one week prior and one week after each event. The specific desired dates must be submitted for approval no later than *December 31* of the calendar year prior to the date of the event; however the County will consider additional dates after the submission of the calendar upon special written request from MCARLM. MCARLM shall complete and abide by all terms and conditions of the County Parks Department Special Event Agreement.
5. Minor Events: The twelve (12) one day minor events are defined as individual events which attract limited audience/participants of less than 2000 persons per day. They shall be limited to one day in duration each; however MCARLM may initiate set-up and complete tear-down of each event two days prior and two days after each event. Minor Events may

not be held on consecutive days with another Minor or Major Event. The specific desired dates must be submitted for approval no later than *December 31* of the calendar year prior to the date of the event; however the County will consider additional dates after the submission of the calendar upon special written request by MCARLM. MCARLM shall complete and abide by all terms and conditions of the County Parks Department Special Event Agreement.

6. Major and Minor events shall include, but not be limited to, activities such as the Annual Agriculture Tour, 4th of July in the Park, antique farm equipment shows, Hammer-Ins, 4th Grade Jamboree, the Spring Fund Raising Dinner and exhibit openings related by theme to the Agricultural and Rural Life Museum. MCARLM may contract for or provide for food and beverage, retail sales and other necessary services to perform major and minor events subject to Paragraph II.A of this Agreement.
 7. During Major Events, MCARLM shall have exclusive right to use areas A, B, C, and D; during Minor Events MCARLM may request but shall not be denied exclusive right to use areas B and C. At all times, COUNTY, and its employees, retain the right to reasonable access to all areas of the PARK; at all Major and Minor Events, MCARLM shall have reasonable non-exclusive rights of access to all other areas of the PARK.
 8. In the event of a conflict between events scheduled by COUNTY and MCARLM, the parties shall discuss the potential resolution of the conflict; but if they are unable to resolve the conflict, the COUNTY'S event shall prevail unless the event was approved the year prior to the date of the event.
- B. To permit MCARLM the reasonable use of the COUNTY'S collection of historic farm equipment and automobiles for restoration, exhibits and public interpretive purposes, and to assist with the operation of MUSEUM at PARK.
 - C. All facility construction will be at the discretion of the COUNTY. All maintenance of MUSEUM structures, artifacts and exhibits and non-MUSEUM related structures located in Area B will be the responsibility of COUNTY with

the exception of the historic farm equipment and automobiles which shall be a shared responsibility of MCARLM and COUNTY, as determined by the County Cultural Affairs Manager.

- D. To operate the campground areas during major and minor special events undertaken by MCARLM. Camping revenues shall accrue to COUNTY.
- E. To permit MCARLM the reasonable use of space within the MUSEUM buildings for MCARLM meetings or gatherings.
- F. To permit MCARLM to utilize the De Anza group picnic area during major and minor special events.
- G. To permanently house or store all artifacts donated to COUNTY for MUSEUM purposes at PARK, as the case or circumstances may apply and as the law allows. Permanent disposition or disposal of artifacts and property donated to or purchased by COUNTY requires compliance with specific laws and procedures and may not occur at the sole discretion of MCARLM.
- H. To perform all maintenance and repair of all MUSEUM complex structures and grounds, including security systems, lighting, housekeeping, landscaping and related components, and as determined and agreed to by the County Cultural Affairs Manager, specific exhibits and equipment. Park staff may, but shall not be required to, participate in the restoration of and movement of equipment for exhibit or acquisition purposes. Park staff shall open and close MUSEUM buildings and set alarms per an established schedule; however if Parks staff sets off an alarm, the Parks department shall be responsible for any fees.
- I. To permit MCARLM to use the store room in the Depot Exhibit area, the storage shed in the maintenance yard, and the Corral Area to store appropriate equipment and supplies and to locate up to three storage containers in the PARK as delineated in Exhibit A. MCARLM may use this space for storage of limited amounts of cleaning supplies and special event decorations and related supplies, but may not use this area to store alcohol, food, flammables, pesticides or other harmful or reasonably restricted items.
- J. To provide work space for MCARLM employees in the MUSEUM buildings as required and appropriate.

- K. To permit MCARLM to operate a retail gift store in the museum; such retail gift store shall not be sublet. Exact gift store space allocations and location shall be mutually agreed upon by MCARLM and the County Parks Director and/or his designee. Items made available for sale at such retail gift store shall be related to the Museum's purpose and theme.
- L. To permit MCARLM to exhibit and operate approved restored equipment off-site in parades or shows. Only authorized and qualified park volunteers may operate said equipment. MCARLM must supply COUNTY with a list of such volunteers prior to any off-site event. Anyone operating equipment shall have in their possession a valid driver's license.
- M. That, if in the future COUNTY no longer maintains a MUSEUM, COUNTY hereby grants to MCARLM a license to preserve, protect and display COUNTY'S collection of MUSEUM artifacts currently housed in the Museum Buildings and on PARK grounds. This future license shall be for a period of thirty (30) years from the date that the COUNTY permanently closes the MUSEUM. Provided, further, that with or without cause, the license shall be subject to unilateral revocation by COUNTY at any time upon giving a 45-day notice thereof to MCARLM. This license will only be granted for the following purposes: display, interpretation, retention and preservation of the MUSEUM artifacts which are to be made available for public viewing during normal business hours as set by MCARLM.
- N. MCARLM shall be responsible for maintaining any of its space or areas in a safe, neat and tidy appearance.

II. MCARLM promises and agrees:

- A. To accept the sole responsibility and obligation to stage each major and minor special event referred to in Paragraph I.A at PARK, providing necessary equipment and manpower, secure all use permits, licenses or permits required or necessary for staging of events, and comply with all laws and regulations imposed by applicable lawful authority.
- B. To provide COUNTY with a calendar of special events on or before December 31

for each following year.

- C. To submit plans for museum signs, including design, content and location prior to the installation or erection of any signs.
- D. To design, construct and install museum improvements at no cost to COUNTY. All fixed improvements at any time constructed or placed upon any part of the PARK by MCARLM, shall become the sole and exclusive property of the COUNTY.
- E. To obtain all permits, licenses and/or approvals required for any project. MCARLM shall bear the cost of any such permits, licenses and/or approvals; however, COUNTY shall assist MCARLM in the processing of such permit requirements and, wherever possible, feasible, and appropriate, cooperate with MCARLM to help facilitate obtaining a waiver of scheduled fees.
- F. To take all precautions to prevent all toxic substances, and petroleum products of any nature, from being discharged on grounds of the PARK and to utilize those substances in a safe manner. All toxic substances and petroleum products shall be safely and securely stored away from public access.
- G. To promptly and diligently repair, restore or replace as required, all damages to any part of PARK improvements or facilities resulting wholly or in part from damages caused by MCARLM. Repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvements before the damage occurred.
- H. To abide by COUNTY'S Collections Plan, Policies and Procedures. All necessary acquisition or donation documents must be signed by the seller or donor and received and approved by the County Cultural Affairs Manager prior to moving donated or purchased equipment into the PARK. PARK staff must be notified of the time and date equipment will arrive at the PARK and it must be pre-approved prior to arrival.
- I. To ensure that all MUSEUM projects, exhibits and programs are conducted and installed in a safe and secure manner, so that PARKS personnel, MUSEUM personnel and the public are not placed at risk.
- J. To abide by all COUNTY rules, regulations and policies.

- K. To provide COUNTY with an annual audited financial compilation report 60 days after the close of MCARLM'S calendar year. COUNTY to have the right to examine the financial records of MCARLM at any time upon reasonable notice.
- L. To submit to COUNTY and obtain approval of plans and specifications for all museum improvements, in accordance with Exhibit B, Design and Plan Approval Process, attached hereto and made a part of this Agreement.
- M. To initiate press releases, stories, periodicals, and advertising media. Establish and operate concessions relating to each special event including admission charges, food and beverages, selling of programs and other services.
- N. To permit Parks Department employees and their families who reside within San Lorenzo Park and any COUNTY employees, on official business, ingress and egress without charge during any MCARLM-sponsored special events.
- O. To indemnify, defend, and save harmless the County of Monterey, and their officers, agents and employees from and against any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses arising out of or in any way related to MCARLM'S performance under this agreement, including, but not limited to claims, liabilities, and losses for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney fees, court costs, investigation costs, and expert's fees) incurred by COUNTY in connection with such claims. MCARLM'S performance includes MCARLM'S action or inaction and the action or inaction of MCARLM'S officers, agents, employees, and sub-contractors.
- P. General Insurance Requirements. Without limiting indemnification, it is agreed that MCARLM shall maintain in effect throughout the term of this Agreement a policy or policies of insurance meeting the requirements hereinafter set forth. All such insurance shall meet the following requirements:
 - 1. Each policy shall be a company authorized by law to transact insurance business in the State of California, and shall be written on an occurrence

form.

2. Each policy shall provide that COUNTY shall be given notice in writing at least 30 days in advance of any change, cancellation or non-renewal thereof.
3. Except with respect to workers compensation insurance and any professional errors and omissions policy, each policy shall provide an endorsement naming the County of Monterey, and their officers, agents and employees as additional insureds, and shall further provide that such insurance is primary to any other insurance maintained by the COUNTY.
4. Each policy shall provide identical coverage for each sub-contractor performing work under this contract, or be accompanied by a certificate of insurance and endorsement page showing that the sub-contractor has identical insurance coverage.
5. Comprehensive General Liability Insurance. MCARLM shall maintain comprehensive general liability insurance, covering all of MCARLM'S operations with a combined single limit of not less than \$1,000,000.
6. Motor Vehicle Insurance. MCARLM shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this agreement, and a combined single limit of not less than \$500,000.
7. Workers Compensation Insurance. MCARLM shall maintain a worker's compensation plan covering all of its employees as required by Labor Code Sec. 3700, through worker's compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of \$100,000 per occurrence for employer's liability.
8. Certificate of Insurance. Prior to the execution of this agreement by the COUNTY, MCARLM shall file certificates of insurance with attached endorsement pages with the County Risk Management Division and with COUNTY'S contract administrator, showing that MCARLM has in effect the insurance required by this Agreement. MCARLM shall file a new or amended certificate promptly after any change is made in any insurance

policy which would alter the information on the certificate then on file.

- Q. To utilize all funds raised for MUSEUM development, programs, maintenance, and/or operation either through special events or through other solicitations of funds for that purpose only. Such funds shall be held by MCARLM and used to support MUSEUM purposes and promotion.
- R. That while this Agreement is in force, MCARLM may not commit or authorize any of the following acts:
1. The transfer, sale or assignment of this Agreement or any interest herein to any person, company or partnership, nor sub-assign any functions or portion of this permit without prior written approval from the Board of Supervisors of the County of Monterey.
 2. The change or alteration of PARK terrain or drainage systems, changes to existing PARK facilities or cutting, removing or destroying any shrubs and/or trees without the prior written approval of the Director of Parks.
 3. The construction of improvements or installation of any permanent fence, barrier, sign, bridge, exhibit, or structure without prior written approval of the Director of Parks or his designee.
 4. The acceptance of MUSEUM acquisitions without prior written approval of the Director of Parks or his designee.
 5. The sale of any alcoholic beverages other than beer and wine at its concession stands during major or minor special events only. When such sale is allowed it shall be under permit of the Alcohol Beverage Control Board and any other applicable regulatory permit and/or application.
 6. Discrimination against any person or persons because of race, creed, color, sex or national origin.
- S. That in the event the COUNTY in the future no longer operates MUSEUM, MCARLM may:
- Maintain physical custody of MUSEUM artifacts, and care for them in all respects in a reasonable and secure manner subject to and in accordance with the rules, regulations and standards of the COUNTY, and shall

surrender immediate and peaceable possession of the artifacts upon written request of the COUNTY, as set forth in Section I.M or upon the termination of this Agreement.

- T. MCARLM shall be responsible for and promptly obtain all necessary licenses and permits to conduct its events, including but not limited to those licenses necessary for the public performance of music if applicable, and shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- U. MCARLM shall have all its volunteers complete a current standard County Parks Department Volunteer Application prior to permitting the volunteer to provide Agreement services to MCARLM.
- V. All MCARLM members shall successfully complete a standard COUNTY Volunteer Application and Agreement and shall maintain such Volunteer status during the time period in which they are involved in MCARLM related activities.

III. It is mutually understood and agreed:

- A. That the COUNTY and MCARLM shall conduct their respective operations in the spirit of cooperation with each other. The COUNTY and MCARLM shall cooperate with other governmental agencies that have jurisdiction over various aspects of the operations on the premises.
- B. That each party releases the other from any claim for recovery of any loss or damage to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver of subrogation shall apply only when permitted by the applicable policy of insurance.
- C. That if MCARLM shall become bankrupt or insolvent, or if there shall be any default in the terms of this permit by MCARLM, COUNTY may cancel and terminate this agreement by the following procedure:
COUNTY shall give MCARLM written notice to the particulars of the default, if MCARLM fails to remedy the default within a period of thirty (30) days, or within such greater time as COUNTY may approve, then this permit shall

automatically terminate and all rights of MCARLM shall cease and terminate.

- D. PARK and MUSEUM related structures and improvements installed by MCARLM shall remain the property of COUNTY who has final determination as to their use in accordance with PARK operation plan.
- E. MCARLM may seek after and enter into sponsorship agreements with individuals or companies to place structures, improvements, and facilities at PARK with prior written approval of the Director of Parks. Such sponsorship agreements may not extend beyond the term of this agreement and does not include naming rights to any current or future structure, improvement or facility. Name of major sponsoring organization may be used in the naming of a building with mutual agreement of the MCARLM Board and the Cultural Affairs Manager. In no event may sponsorships be with companies whose customer base is limited to those over the age of majority, or a tobacco company.
- F. MCARLM agrees to cooperate with and keep the COUNTY informed regarding all of its programs.
- G. This Agreement shall be subject to any and all of the ordinances of COUNTY regulating the use of COUNTY Parks.
- H. This Agreement shall be subject to revocation by either party, without cause, at any time upon giving 90-day notice thereof to other party.
- I. That COUNTY reserves the right to enter into future concession agreements involving other areas of the PARK, for other events and other uses, including but not limited to retail sales and the sale of food and beverages at PARK for the primary purpose of serving year-round PARK visitors or special events at the PARK.
- J. That notice to COUNTY shall be delivered to it as follows:

Monterey County Parks Department
P.O. Box 5249
Salinas, CA 93915
831-755-4895

That notice to MCARLM shall be delivered to as follows:

MCARLM
P. O. Box 644
King City, CA 93930

- K. That both parties may enter into Letters of Understanding, as conditions warrant, pursuant to the foregoing terms and conditions, to further define the details of joint and shared responsibilities regarding the day-to-day operation of MUSEUM. Such Letters of Understanding shall not serve to alter the intent of this Agreement. In the event that such Letter and the Agreement conflict, the provision of the Agreement shall control.
- L. That no amendment to this Agreement shall be valid or binding unless made in writing and duly authorized on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MONTEREY COUNTY AGRICULTURAL
AND RURAL LIFE MUSEUM

COUNTY OF MONTEREY

BY: _____
Chairman

BY: _____
Chairperson, Board of Supervisors

BY: _____
Secretary

APPROVED AS TO LEGAL FORM

Deputy County Counsel