

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the 20^h day of April, 2020 by and between the **07th District Agricultural Association** ("Licensor" or "Monterey County Fairgrounds") and the **County of Monterey**, a political subdivision of the State of California (Licensee). Licensor and Licensee are referred to individually as a "Party" and collectively at the "Parties."

RECITALS

07th District Agricultural Association, commonly known as Monterey County Fairgrounds, is located at 2004 Fairgrounds Road in the City of Monterey and County of Monterey, California. The Monterey County Fairgrounds was created in legislation for the purpose of holding fairs, expositions and exhibitions for the purpose of promoting California agriculture and constructing, maintaining, and operating recreational and cultural facilities of general public interest.

Licensee is a political subdivision of the State of California tasked with handling emergency services. Due to the March 2020 COVID-19 emergency crisis requiring emergency response by Licensee, Licensee wishes to partner with the Monterey County Fairgrounds to establish an emergency quarantine shelter for transients (homeless) to support the command, control, coordination of emergency response quarantine needs of the transient (homeless) community who have tested positive for the COVID-19 Virus on a portion of the Property.

A. DEFINITIONS

"Monterey County Fairgrounds" means the 07th District Agricultural Association, commonly known as the Monterey County Fairgrounds.

"Property Use Selection Activation/Deactivation" means a document that includes a list of all available Monterey County Fairgrounds facilities and identifies and describes the buildings, structures and other areas that will constitute the License Area(s). The Property Use Selection Activation/Deactivation Form is attached as **Exhibit A**.

"License Area" means the portion(s) of the Property that the Licensor licenses to Licensee to carry out its emergency functions in response to the (event name), as identified in a completed Building Use Selection Activation/Deactivation Form attached hereto as **Exhibit A**.

"Licensee Activities" means Licensee's use of the License Area as emergency quarantine shelter for transients (homeless) to support the command, control and coordination of emergency response including but not limited to the staging vehicles, RV Trailers and equipment, personnel and transient population who have tested positive for COVID-19.

"Property" means the Monterey County Fairgrounds property, in its entirety, including all available facilities as listed in Property Use Selection Activation/Deactivation Form attached hereto as **Exhibit A** and located at 2004 Fairground Road in the City of Monterey and County of Monterey, California.

B. RESPONSIBILITIES OF (MONTEREY COUNTY FAIRGROUNDS)

1. Provide space and access to utilities, as available, for use in emergency response.
2. Identify which Property/areas of the site are available for use at time of activation and throughout the duration of the event.
3. Provide 24/7 contact for access to activate site for emergency response use.
4. Coordinate all media or community inquiries regarding emergency response activities with Licensee.
5. Within 30 days of the event, submit an invoice for costs incurred based on agreed upon rates listed in **Exhibit A**.
- 6.

C. RESPONSIBILITIES OF LICENSEE

1. Licensee shall pay 7th DAA/Monterey County Fairgrounds upon receipt and approval of the invoice(s).
2. Identify which Property/areas will be activated for use.
3. As soon as practical, complete **Exhibit A** to confirm Property/areas activated per this Agreement.
4. Update **Exhibit A** if there are changes to the Property in use for the incident.
5. Provide an estimated timeline for duration of use.
6. Update the contractor daily on estimated timeline.
7. Provide contractor with contact(s) for duration of use.
8. Coordinate demobilization and return of facility.
9. Return the facilities used back to the original condition in which they were at the beginning of this Agreement.

D. TERMS AND CONDITIONS

Licensor agrees to allow Licensee use of the License Area under the following terms and conditions:

1. **Property Use Selection Activation/Deactivation:** A template Property Use Selection Activation/Deactivation is attached hereto as **Exhibit A**. A site map is attached hereto as **Exhibit B for specific RV site locations**. Licensor and Licensee will update the attached template Building Use Selection Activation/Deactivation showing the specific facilities and RV sites that Licensee selects to use for the COVID-19 emergency quarantine transient area as soon as is practicable upon executing of this Agreement. Licensor will coordinate and consult with Licensee.
2. **Use:** Licensee shall use the License Area only for the purposes set forth in this Agreement. The License Area shall not be used for purposes other than those described in the Agreement without the prior written consent of the Licensor Licensee shall continuously update Licensor with the names and contact information of Licensee 's representatives as that information becomes available. Licensee 's Representatives agree to comply with applicable statutes, rules and regulations and Licensee shall be responsible for its actions while on the Property. Use of the License Area is further detailed in the Alternate Care Facility Plan attached hereto as **Exhibit E**.
3. **Compensation:** Compensation will be per building per 24-hour period of use, as identified in **Exhibit A**.
 - (a) Licensor may charge \$200 utility charge per building and/or lawn space for each 24-hour period of use. The RV park is charged separately if needed.

- (b) For full West End facility use, total compensation not to exceed \$1,500/day.
 - (c) For incidents that allow for deactivation of the site within the first 6 hours; the Licensor agrees to charge a nominal activation fee of \$100 and waive building rental fee. Criteria for this term includes:
 - 1. Activation was minimal resulting in minimal involvement of fairgrounds staff,
 - 2. Did not result in full use of site, and
 - 3. Did not result in the cancelling of scheduled event use of the site.
 - (d) RV sites will only be compensated if specifically activated by Licensee for responder use through **Exhibit A**.
 - (e) Licensee will be responsible for the charges associated with use of the site for sheltering of quarantined transient persons and any activation for medical use (i.e., Security, Waste disposal, Law, quarantine, or medical triage site).
 - (f) Licensee will be responsible for any charges associated for the use of the site for animal sheltering or evacuation of the jail.
 - (g) Licensor will bill waste disposal at \$450 per 20 yard roll off.
4. **Billing and Payment:** Licensor shall submit itemized invoice(s) to Licensee at 1488 Schilling Place, Salinas, CA 93901 within fifteen (15) days after completion of the Licensee Activities as described herein. The final invoice of each fiscal year must be received no later than July 10th of each fiscal year.
5. **Term, Expiration Date and Right to Terminate:** The term of this Agreement begins on the Effective Date and shall expire six (6) months thereafter. Either Party may, at its sole discretion and upon fourteen (14) days written notice, terminate this Agreement. The Parties may extend the Agreement, on an as-needed basis, in writing executed by both Parties.
6. **Control of Property:** By entering into this Agreement, the Licensor does not relinquish the right to control the management of any of its facilities or to enforce all necessary and proper rules for the management and operation of the same. Licensor's officers, agents and/or employees may enter the License Area at any time and on any occasion after providing prior notice of such entry to Licensee via the contact information provided in this Agreement.
7. **Property Management:** During Licensee's occupation and use of the License Area, Licensee shall have temporary, personal, and exclusive use of the License Area, notwithstanding Section 6 "Control of Property." The word "exclusive" in this Section refers only to the particular License Area designated in the Property Use Selection Activation/Deactivation for Licensee's Activities and accepted by Licensor. Licensee is responsible for maintaining the safety, security and efficiency of its equipment, personnel, and materials, and thus requires exclusive use of the License Area in order to meet those responsibilities. However, Licensee acknowledges and understands that the License Area will not encompass the entire Property and that Licensee does not retain any authority over the Property in whole by reason of its exclusive use of the License Area. Licensee shall

designate a primary representative to coordinate property management with a Licensor representative for the duration of Licensee's Activities. Any disagreement over property management shall be decided by Licensor.

8. Condition of Property: Licensee accepts the License Area "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS" subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby.
9. Custodial Services: Licensee shall be solely responsible for securing custodial resources, including supplies and custodial services labor to perform and maintain cleaning and sanitation of the License Area.
10. Collection and Disposal of Non-Traditional and/or Hazardous Waste: Licensee shall comply with all applicable laws, Federal, State or local, during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any non-traditional and/or hazardous waste or substance, including but not limited to transformers, debris or medical waste as that term is defined in such applicable law, that is generated by any disaster relief effort utilizing the Property.
11. Signs and Posters/Publicity: Licensee shall not post, exhibit, or allow to be posted signs, advertisements of any description on the Property without prior approval of the Licensor. Licensee may post signs identifying the Property as a specific type of Licensee disaster operation in locations approved as to form and content by the Licensor. All such signs shall be removed by Licensee when the disaster operation concludes. The Licensor shall coordinate with Licensee towards the furtherance of public messaging identifying the Property as an emergency operations center and may utilize its own publicity apparatus as necessary and appropriate.
12. Closing an Incident: Licensee shall notify Licensor of the close of Licensee's Activities. Prior to vacating the License Area, the Licensee and Licensor shall jointly conduct a post-occupancy inspection of the License Area.
13. Vacating Emergency Shelter or Temporary Residency; Removal and Disposition of Licensee's Equipment and Personal Property:

Upon expiration or termination of this Agreement, it is the sole responsibility of the Licensee to ensure all occupants have vacated and removed their personal property from the License Area, if used as a quarantine emergency shelter. Should Licensee fail to ensure all occupants have vacated, Licensee shall be responsible for all expenses associated with removal, including any Attorney General Office fees and court costs.

During the term of this Agreement, all equipment and personal property placed in, upon or under the License Area by Licensee shall remain the property of Licensee and shall be removed by Licensee at its sole cost and expense within thirty (30) days after expiration or termination of Licensee's Activities.

Should Licensee fail to remove said equipment and personal property within thirty (30) days after expiration or termination of Licensee's Activities, the Licensor may do so at the risk of, and cost to Licensee. Upon written demand by the Licensor, Licensee shall immediately pay all costs and expenses of the removal of Licensee's equipment and personal property. Licensee may, however, with written consent of the Licensor abandon in place any and all

of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the State.

Upon termination of this Agreement, Licensee shall remove any and all personal equipment and Licensee shall restore any damage caused by said removal. Except, however, the Licenser may approve, in writing, any deviation from this requirement.

For any additional period beyond the term of this Agreement in which the equipment, materials or personal property of Licensee remain on the License Area, the Licenser shall be entitled to all other justifiable costs incurred.

14. Damage or Defacement of Property: Licensee agrees if the Property, or Licenser's equipment or personal property are damaged by the act, default or negligence of Licensee or Licensee's Representatives, Licensee shall repair and restore the property, equipment and personal property to its original condition prior to such damage.
15. Indemnification and Hold Harmless Clause: Each Party shall defend, indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees, and only to the extent authorized by applicable law.
16. Safe Condition: Licensee, at its sole cost and expense, shall maintain the License Area in good, clean, safe, and sanitary conditions during occupation of the License Area. Licensee acknowledges and understands that the License Area is part of Licenser's facility grounds which may be open to the public and other users and it is imperative that the facility is maintained in a good, clean, safe and sanitary condition.
17. Independent Contractors: The Parties hereto agree that Licensee, and any of its agents, servants, or employees of Licensee, in the performance of this Agreement, shall act in an independent capacity and not as officers, servants, agents or employees of the Licenser.
18. Waiver: Any waiver with respect to any provision of this Agreement shall not be effective unless in writing and signed by the Party against whom it is asserted. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
19. Writing Requirement: Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended, by mutual consent of the Parties hereto. It is mutually understood and agreed that no alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by Licenser and Licensee, and that no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the Parties hereto, shall be binding on any of the Parties hereto.
20. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
21. Counterparts: This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

22. Notice: Notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

CONTACT INFORMATION:

District Agricultural Association Monterey County Fairgrounds 2004 Fairground Road, Monterey, CA 93940 Attn: Kelly Violini, CEO	County of Monterey Contracts-Purchasing Office 1488 Schilling Place Salinas, CA 93901 Attn: Mike Derr, CPO
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23. Insurance Requirements: This Agreement shall be subject to the insurance requirements attached hereto as in **Exhibit C**.
24. CalFire Event Safety Requirements: This Agreement shall be subject to the CalFire Event Safety Requirements attached hereto as **Exhibit D**.

IN WITNESS WHEREOF, the Licensee and Licensor execute this Agreement as follows:

Licensee: COUNTY OF MONTEREY

Licensor: 07TH DISTRICT AGRICULTURAL

DocuSigned by:

Michael R. Derr

By: _____
Michael R. Derr Contracts/Purchasing
Officer

DocuSigned by:

Kelly Violini
ASSOCIATION

By: _____

Kelly Violini, CEO

4/21/2020

Dated: _____

4/21/2020

Dated: _____

*Approved as to Insurance and Indemnity
Provisions*

DocuSigned by:

Leslie Girard

By: _____
Leslie J. Girard, County Counsel

Dated: _____

4/21/2020

Approved as to Form:

DocuSigned by:

Marina Pantchenko

By: _____
Marina S. Pantchenko, Deputy County
Counsel

4/21/2020

Dated: _____

Exhibit A

Property Use Selection Activation/Deactivation

Select the building(s) being activated, date and time. Complete page 3 Initial Activation. To open additional buildings or close buildings, update this checklist and complete the modification section on page 3. When demobilizing and deactivating, update this checklist and complete page 4. Charges will be per building per 24-hour period of use. (Monterey County Fairgrounds) may charge a \$200 utility charge per building/lawn space per 24-hour period of use. For full West End facility use; total not to exceed \$5,000/day.

BUILDING	SIZE	TABLES/CHAIRS	CHAIRS ONLY	STANDING	Cost per day
MONTEREY ROOM	7,140 / 119' X 59'	500	750	1000	\$200
MONTEREY ROOM KITCHEN					included
SEASIDE ROOM	6794/ 124 X 49 & 27 X 26	275	500	1000	\$200
SEASIDE ROOM KITCHEN					included
KING CITY ROOM	7,000 / 120' x 60'	400	500	1000	\$200
SALINAS ROOM	7,000 / 140' X 50'	400	500	1000	\$200
EAST ART	2,128 / 28' X 76'	100	250	250	\$200
WEST ART	1,996 / 28' X 76'	100	250	250	\$200
CRAFT ROOM	1,500 / 52' X 28'	50	50	150	\$200
PATTEE ARENA	28,000 / 240' X 120'				\$200
ARCADE AREA					\$200
LAWN AREA GATES 3-5					\$200
PAYTON STAGE					
POND AREA (75' X 100')					\$200
PERMANENT FOOD BOOTH	8 BOOTHS				\$200/each

RV Sites are available at \$60 per site, per night.

Exhibit B

RV Site Location

Exhibit B



Exhibit C

Insurance Requirements

California Fair Services Authority

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:

- a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Exhibit D

CalFire Event Safety Requirements

GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

1. Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
2. SFM may enter any portion of any exhibit space/ booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
5. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - c. Vehicles shall be inspected by SFM.
6. No open flame is allowed in any Fair Building.
7. Bark dust or like material shall be kept moist at all times.
8. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
9. "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
10. A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - a. Inherently fire resistive and labeled as such; or
 - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (*empty can and dated sales receipt may serve as proof*).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

FIRE SAFETY TIPS:

1. Know where the fire extinguisher is located and how to use it.
2. Do not leave food cooking unattended.
3. Do not wear loose-fitting clothing when cooking.

4. Keep combustibles away from heat sources.
5. In case of emergency, dial 9-1-1.

ELECTRICAL:

1. Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use.
2. Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.

LIVESTOCK/BARN AREAS:

1. Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall **not** be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
2. Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
3. The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
4. Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
5. The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
6. No vehicles shall be parked in any barn or livestock areas.

RV PARKING: Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

1. Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
2. The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
3. A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
4. All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
5. Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

FOOD SERVICES AREAS: Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

1. The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1)
2. The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.

3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.
5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractor's Licensing Board.

Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flambé type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- a. The fire extinguisher must be mounted or secured so that it will not fall over.
- b. It must be visible and accessible and away from cooking area.

Deep Fat Fry/flambé Cooking: Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited!

Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.

THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT

BOOTH CONSTRUCTION/LOCATION:

- Minimum of 20 feet from any permanent structure.
- All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

- Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
- Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

- No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.
- No storage of flammable or combustible liquids or machines.
- Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- No parking of any vehicles in any barn or livestock areas.

RV PARKING:

- The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

- No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
 - All cylinders must be secured to prevent tipping or falling over.
 - Cooking booths must be separated from non-cooking booths by 10 feet.
 - All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.
- Fire Extinguishers:**
- Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
 - Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
 - All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

- The fire extinguisher must be mounted or secured so that it will not fall over.
 - All fire extinguishers must be visible and accessible.
- Deep Fat Fry/flambé Cooking:**
- Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed.
- Wood Barbecue Cooking:**
- No wood barbecue cooking inside of booths.
 - Only wood barbecue cooking shall be performed in areas away from public access.
 - No fuel wood shall be stored inside of booths.
 - Metal containers shall be provided for hot coal and ashes.
- Charcoal Barbecue Cooking:**
- No charcoal barbecue cooking inside of booths or tents.
 - Only commercially sold charcoal fuel may be used.
 - Charcoal cooking shall be performed only in areas away from public access
 - Charcoal cooking shall be located a minimum of 15 feet from any booth
 - Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS

- No open flame.
- Exiting**
- Illuminated exit sign.
 - No blocking or obstruction of exit.
 - Doors shall not be locked or chained.
 - Aisle width shall be maintained according to approved site plan.
- Fire equipment**
- No blocking of fire hydrants.
 - No blocking of fire extinguishers.
 - No blocking of standpipe and fire hose cabinets.
 - No blocking of fire sprinkler systems.
 - No blocking of manual fire alarm pull stations.
 - No blocking of fire alarm audible/visual devices such as horns or strobes.
 - No blocking of first aide equipment.
- Vehicle Static Display**
- Battery terminals disconnected.
 - Fuel tank shall be no more than 1/4 filled.
 - Locked or taped gas cap.
- Decorative Materials**
- Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Signature

Host Vendor Exhibitor
Title (circle one) Date



State of California

OFFICE OF THE STATE FIRE MARSHAL



FIRE & LIFE SAFETY DIVISION

Special Events and/or DAA Fairs

Sacramento Headquarters
2251 Harvard, Suite 130, Sacramento, CA 95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: <http://osfm.fire.ca.gov>





MONTEREY COUNTY

ALTERNATE CARE FACILITY PLAN

FOR

MONTEREY FAIRGROUNDS

The following document lays out the Monterey County Office of Emergency's Service (EOC) Logistics plan for the use of the Monterey Fairgrounds as an Alternate Care Facility in response to the current COVID-19 incident. The following document will identify the use of each building within the facility as well as the support plan for each individual building to support the operations of the Alternate Care Facility.

Identified Buildings:

1. Monterey Room- Check-In Facility
2. Salinas Room- Female Housing Unit
3. King City Room- Male Housing Unit
4. Seaside Room- Staff Support Facility
5. West Art Room- Family Housing Unit #1
6. East Art Room- Family Housing Unit #2
7. Crafts Building- Transgender Housing Unit #1 (if needed)
8. R.V. Park all 30 Spaces with Full Hook-Ups- COVID-19 Positive Individuals
9. Area Between the East/West Art Buildings and Photography Building for a Mobile Laundry Unit
10. Kennel Area for SPCA to assist with housing of potential pets
11. Shower Unit (if necessary)

Identified Service Providers:

1. Security Guard Services: Condor Security (The EOC Law Branch will be assigning and working with both Condor Security and a Law Representative with the Monterey Police Department, Officer Jake Pinkas (Contact # 831-718-7927).
2. Janitorial Services: Branches Janitorial
3. Food Service Operations: A-Train's BBQ (current approved caterer with Monterey County)
4. Septic Service: TBD
5. Generator Provider: TBD
6. Wrap-Around Services will be handled through the MoCo EOC Medical Branch, as this proposal only addresses the facility set-up.
7. Privacy Partitions: GES

Building Usage Details:

1. Monterey Room:

The Monterey Room will be utilized for two purposes, the first will be the main check-in point for all incoming individuals into the facility prior to being assigned a housing unit. Secondly, the large kitchen and food preparation area will be used in conjunction with a 53' Semi Trailer Unit (referred to as the "Bubba Burger Trailer") that is a mobile kitchen that is currently staged at the County of Monterey Laguna Seca Park.

The County will supply all the necessary furnishings to support the Check-In operations to be housed within the Monterey Room. The County will also bring onboard an outside food contractor that is already under contract with the County for services at Laguna Seca.

The Bubba Burger Trailer Unit will be placed adjacent to the rear/side entrance of kitchen area of the Monterey Room and at a minimum of 40' from any existing structure and in accordance to any Cal Fire regulations. The County will provide all the required support services to support the trailer unit and all services in support of the food operations in accordance to the County of Monterey Health Department requirements.

The open area between the Monterey Room and the West Art Building will be closed off with proper security fencing from the general population and the food preparation area to ensure that individuals sheltering within the facility do not have access or contact with the food service operations or operator personnel.

The County will bring the following items in support of the Food Operations:

1. 53' Mobile Food Trailer
2. Food Service Contractor
3. Necessary Sanitation Support
4. Generator Unit for Electrical Power
5. All required Fire Extinguishers

2. Salinas Room- Female Housing Unit

The Salinas Room will be utilized for the housing of female individuals only. The County will provide both the Fairgrounds Management (FM) and Cal Fire with a floor plan of the layout with measurements. County will ensure that the contractor providing the privacy panels provide both FM and Cal Fire with the material specifications to ensure that the panel systems meet the fire code requirements.

The County shall ensure that the Salinas Room Housing unit is equipped with the following:

- One (1) Twenty-Four-hour Fire Watch personnel
- One (1) Housing Unit Supervisor
- Six (6) Operational Fire Extinguisher's

- Additional Emergency Exit lighting as necessary to ensure proper evacuation if needed
- Appropriate Cleaning and Janitorial services
- Garbage services

3. King City Room- Male Housing Unit

The King City Room will be utilized for the housing of male individuals only. The County will provide both the Fairgrounds Management (FM) and Cal Fire with a floor plan of the layout with measurements. County will ensure that the contractor providing the privacy panels provide both FM and Cal Fire with the material specifications to ensure that the panel systems meet the fire code requirements.

The County shall ensure that the King City Room Housing unit is equipped with the following:

- One (1) Twenty-Four-hour Fire Watch personnel
- One (1) Housing Unit Supervisor
- Six (6) Operational Fire Extinguisher's
- Additional Emergency Exit lighting as necessary to ensure proper evacuation if needed
- Appropriate Cleaning and Janitorial services
- Garbage services

4. Seaside Room- Staff Support Facility

The Seaside Room will be utilized for providing support staff with an area for either breaks or overnight housing if required. The County will provide both the Fairgrounds Management (FM) and Cal Fire with a floor plan of the layout with measurements. County will ensure that the contractor providing the privacy panels provide both FM and Cal Fire with the material specifications to ensure that the panel systems meet the fire code requirements.

- One (1) Twenty-Four-hour Fire Watch personnel
- Four (4) Operational Fire Extinguisher's
- Additional Emergency Exit lighting as necessary to ensure proper evacuation if needed
- Appropriate Cleaning and Janitorial services
- Garbage services

5. West Art Room- Family Housing Unit #1

The West Art Room will be utilized for the housing of Family Units only. The County will provide both the Fairgrounds Management (FM) and Cal Fire with a floor plan of the layout with measurements. County will ensure that the contractor providing the privacy panels provide both FM and Cal Fire with the material specifications to ensure that the panel systems meet the fire code requirements.

The County shall ensure that the West Art Room Housing unit is equipped with the following:

- One (1) Twenty-Four-hour Fire Watch personnel

- One (1) Housing Unit Supervisor
- Two (2) Operational Fire Extinguisher's
- Additional Emergency Exit lighting as necessary to ensure proper evacuation if needed
- Appropriate Cleaning and Janitorial services
- Garbage services

6. East Art Room- Family Housing Unit #2

The East Art Room will be utilized for the housing of Family Units only. The County will provide both the Fairgrounds Management (FM) and Cal Fire with a floor plan of the layout with measurements. County will ensure that the contractor providing the privacy panels provide both FM and Cal Fire with the material specifications to ensure that the panel systems meet the fire code requirements.

The County shall ensure that the King City Room Housing unit is equipped with the following:

- One (1) Twenty-Four-hour Fire Watch personnel
- One (1) Housing Unit Supervisor
- two (2) Operational Fire Extinguisher's
- Additional Emergency Exit lighting as necessary to ensure proper evacuation if needed
- Appropriate Cleaning and Janitorial services
- Garbage services

7. Crafts Building- Transgender Housing Unit #1 (if needed)

The Crafts Building will be utilized for the housing of Transgender persons only. The County will provide both the Fairgrounds Management (FM) and Cal Fire with a floor plan of the layout with measurements. County will ensure that the contractor providing the privacy panels provide both FM and Cal Fire with the material specifications to ensure that the panel systems meet the fire code requirements.

The County shall ensure that the Craft Building Housing unit is equipped with the following:

- One (1) Twenty-Four-hour Fire Watch personnel
- One (1) Housing Unit Supervisor
- Two (2) Operational Fire Extinguisher's
- Additional Emergency Exit lighting as necessary to ensure proper evacuation if needed
- Appropriate Cleaning and Janitorial services
- Garbage services

8. R.V. Park all 30 Spaces with Full Hook-Ups- COVID-19 Positive Individuals

The R.V. Park will be utilized for the housing of COVID-19 positive individuals only. The County will provide the Trailer Units for placement in the Thirty (30) available R.V. spots at the back of the fairgrounds above the Carnival Grounds. These units will be fully supported and serviced by the County through an outside Contractor. The County will ensure that the Contractor provides the FM with the appropriate insurance endorsements.

The County shall ensure that the R.V. Park Housing area is equipped with the following:

- One (1) Housing Unit Supervisor
- Appropriate Security Fencing to secure the area being utilized.
- Additional lighting as necessary to ensure proper security
- Appropriate Cleaning and Janitorial services
- Garbage services

9. Area Between the East/West Art Buildings and Photography Building for a Mobile Laundry Unit

The open area between the East/West Art Buildings and Photography Building will be utilized for the placement of a Mobile Laundry Unit. The area will be closed off with proper security fencing from the general population to ensure that individuals sheltering within the facility do not have access or contact with the Laundry Service Operations or operator personnel.

The County will bring the following items in support of the Laundry Service Operations:

1. Mobile Laundry Trailer Unit
2. Laundry Service Contractor
3. Necessary Sanitation Support
4. Generator Unit for Electrical Power
5. All required Fire Extinguishers

10. Kennel Area for SPCA to assist with housing of potential pets

The Kennel area will be utilized for the sheltering of pets for those that are housed within the facility. The SPCA of the Monterey Peninsula will be brought on-site to operate the Animal Shelter Area during the operation. They will provide all necessary support personnel and equipment. A policy will be developed through the County EOC Care & Shelter Branch regarding the placement and control of animals placed within the shelter.

County will through the EOC Logistics provide and respond to resource requests as appropriate.

The SPCA will bring in the following items in support of the Animal Shelter Operations:

1. Portable Kennels
2. Support Personnel
3. Pet Food & Supplies
4. County will provide a Generator Unit for Electrical Power if required
5. County will supply all required Fire Extinguishers

11. Shower Unit (if necessary)

The open area next to the existing Restrooms next to the border fence of the Golf Course will be the area utilized for the placement of a Mobile Shower Unit if necessary. The area around the mobile unit will be fenced in order to secure the area during periods of non-operational hours.

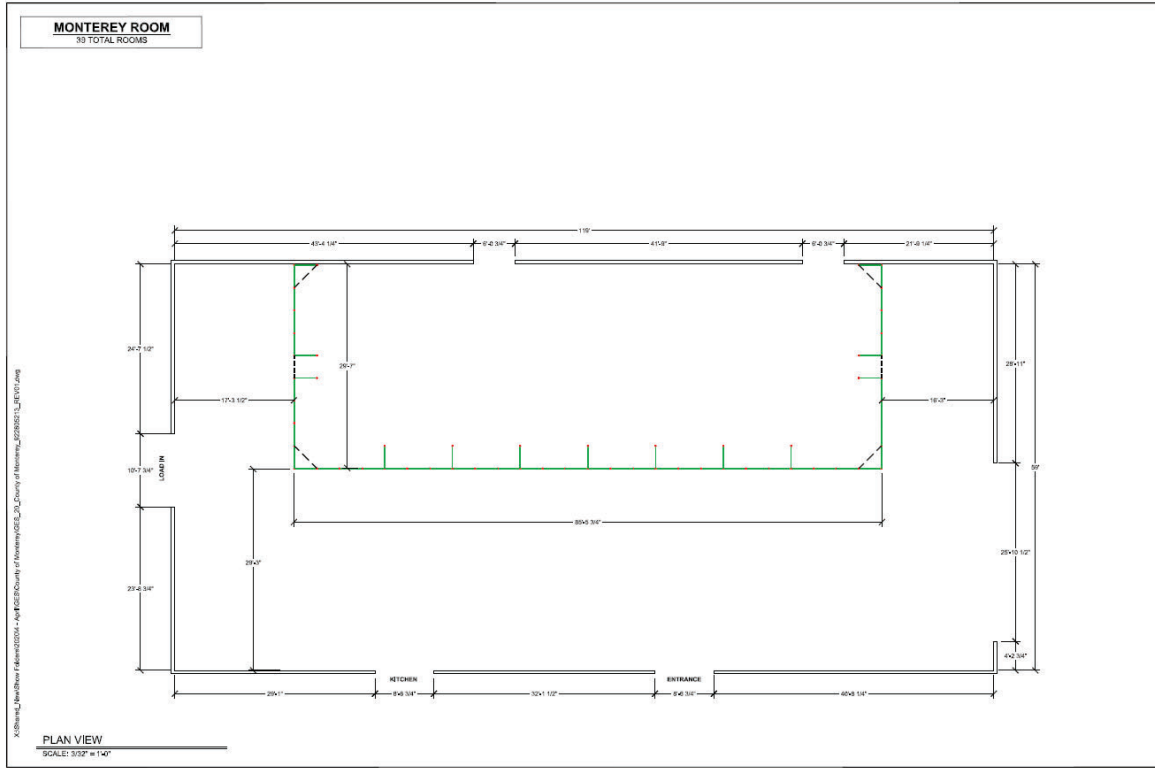
The County will bring in the following items to support of the operations of the Mobile Shower Trailer Unit.

1. Mobile Shower Trailer Unit
2. Janitorial Service Contractor
3. Necessary Sanitation Support
4. Generator Unit for Electrical Power
5. All required Fire Extinguishers

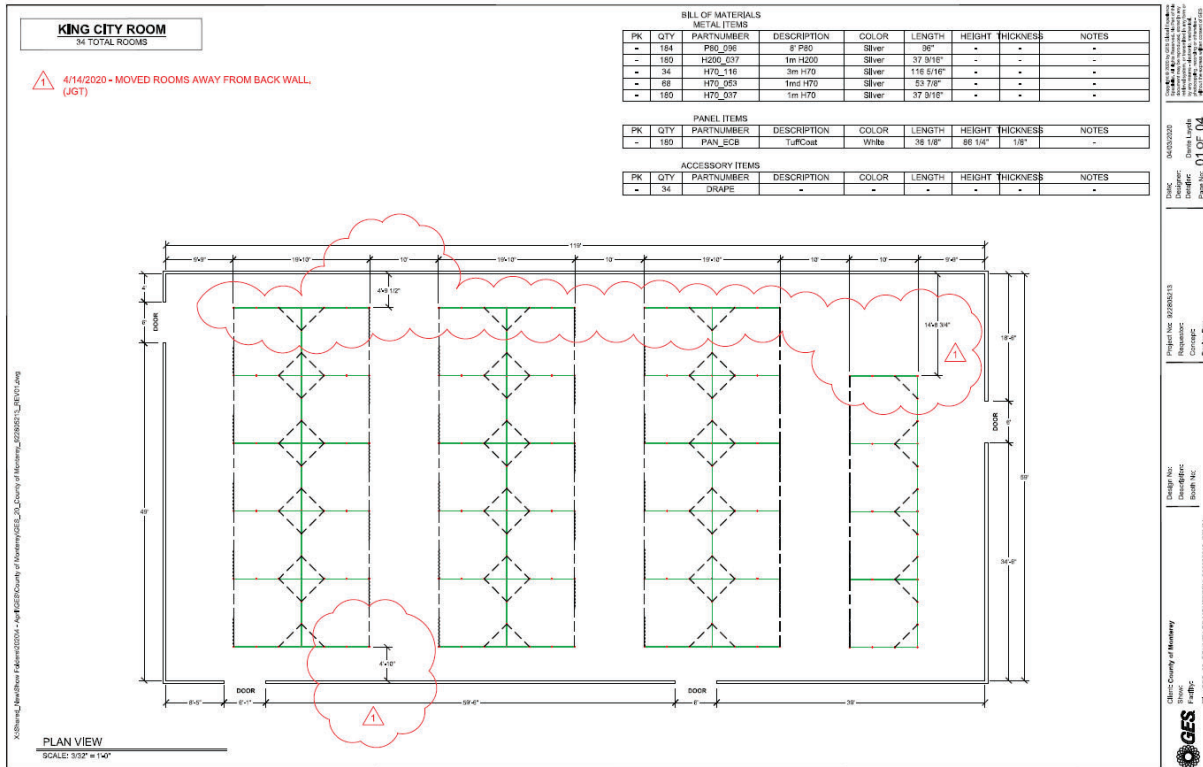
The following pages include the proposed layouts for each building that will be utilized during this occupancy of the facilities.

1. Page-8 General Facility Map identifying the location and identification of each unit
2. Page-9 Monterey Room- Check-In Facility
3. Page-10 Salinas Room- Female Housing Unit
4. Page-11 King City Room- Male Housing Unit
5. Page-12 Seaside Room- Staff Support Facility
6. Page- 13 West Art Room- Family Housing Unit #1
7. Page- 14 East Art Room- Family Housing Unit #2
8. Page- 15 Crafts Building- Transgender Housing Unit #1

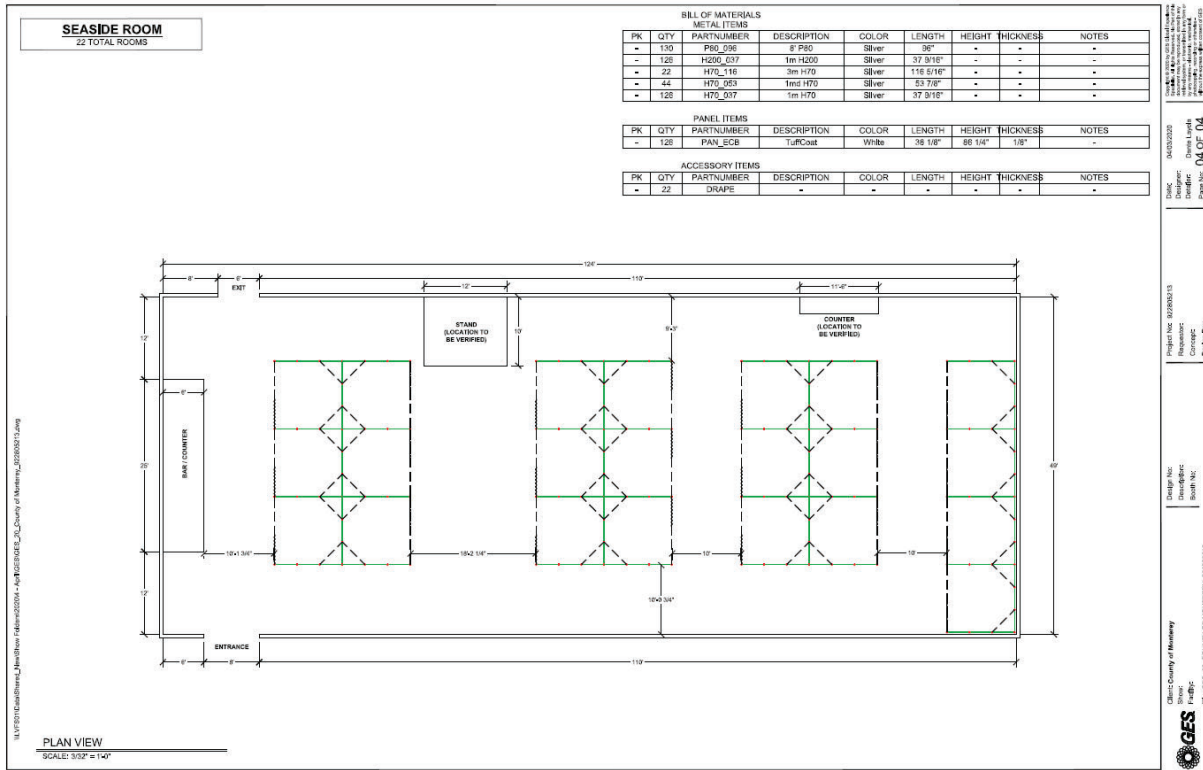
Monterey Room- Check-In Facility:



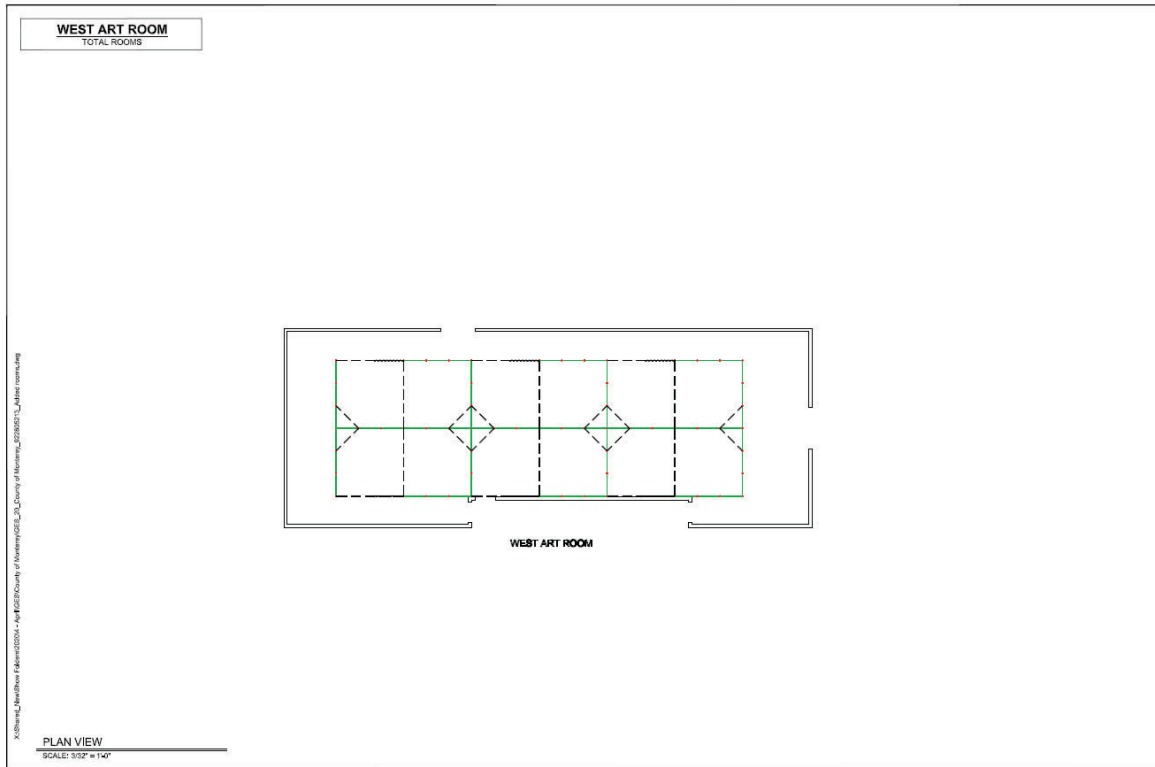
King City Room- Male Housing Unit: **Note: This floor plan is changing forthcoming**



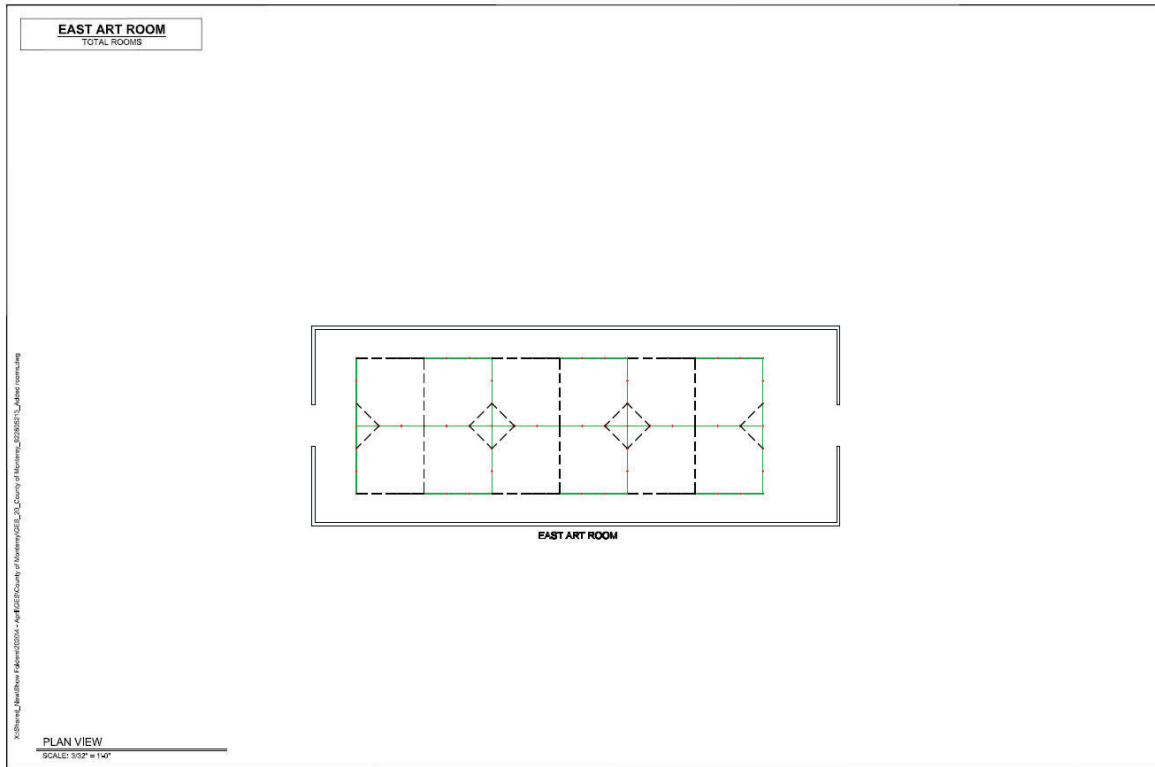
Seaside Room- Staff Support Facility



West Art Room- Family Housing Unit #1:



East Art Room- Family Housing Unit #2:



Crafts Building- Transgender Housing Unit #1:

