

**Monterey County Agricultural
Rural Life Museum**

**Agreement No. 2026-0006
Date: April 1, 2026 – March 31, 2026**

**MUSEUM CONCESSION AGREEMENT
FOR SAN LORENZO PARK**

This Museum Concession Agreement (hereinafter referred to as "AGREEMENT") is made by and between the County of Monterey, a political subdivision of the State of California (hereafter referred to as "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").

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; "Picnic Area" (Area A), "Museum Courtyard" (Area B), "Day Use Area" (Area C), "Group Area" (Area D), and "Campgrounds" (Area E) as set forth Exhibit A – Facility Map attached to and made part of this AGREEMENT; 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 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:

1. The term of this AGREEMENT shall commence on May 1, 2026, and ending April 30, 2036.
2. 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 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.
3. COUNTY promises and agrees:
 - A. MCARLM may hold special events which benefit MUSEUM and PARK as set forth in Attachment B, attached and made part of this AGREEMENT.
 - B. MCARLM may use Area B, comprised of approximately 4 acres and the buildings therein, for the purpose of assisting with the 1) restoration and

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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

- C. MCARLM may reasonably use 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.
- D. 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 Director of Public Works, Facilities and Parks (Director) or designee.
- E. To operate the campground areas during MCARLM special events. Camping revenues shall accrue to COUNTY.
- F. To permit MCARLM the reasonable use of space within the PARK buildings for MCARLM meetings, gatherings or special events; reservations shall be arranged with PARKs office staff.
- 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, specific exhibits and equipment as determined and agreed to by the Director and/or designee. PARK staff may, but shall not be required to, participate in the restoration of and movement of equipment for exhibition or acquisition purposes.

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.

- I. To permit MCARLM to store equipment and supplies in the PARK, including but not limited to, Depot Exhibit area storeroom, maintenance yard storage shed, the Corral Area to store appropriate equipment and supplies, and up to three storage containers. All storage areas must be approved in writing by COUNTY prior to use. MCARLM may use this space for storage of limited amounts of cleaning supplies and special event decorations and related supplies,

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but may not use this area to store alcohol, food, flammables, pesticides or other harmful or reasonably restricted items.

- J. To provide workspace 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 without the prior written approval of the COUNTY. Exact gift store space allocations and location shall be mutually agreed upon by MCARLM and the Director of Public Works, Facilities and Parks and/or 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 MUSEUM 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, and complete and return a Waiver and Release Agreement to the COUNTY.
 - M. MCARLM shall be responsible for maintaining any of its space or areas in a safe, neat and tidy appearance.
4. MCARLM promises and agrees:
- A. To accept the sole responsibility and obligation to stage each special event referred to in Paragraph III.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; all plans and signs must be pre-approved by COUNTY in writing.
 - D. To submit to COUNTY and obtain approval of plans and specifications for all MUSEUM improvements, in accordance with the County of Monterey Department of Housing and Community Development's Design and Plan Approval Process, incorporated by reference to this AGREEMENT, and may be found at <https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/permit-center/permits-fees-types>
 - E. To design, construct and install MUSEUM improvements at no cost to COUNTY. All MUSEUM improvements must be pre-approved in writing by COUNTY. All fixed improvements at any time constructed or placed upon any

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part of the PARK by MCARLM, shall become the sole and exclusive property of the COUNTY.

- F. 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.
- G. 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. Any use of said materials needs to comply with local, state and federal regulations and proper PPE must be used.
- H. 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, following consultation with COUNTY. MCARLM shall promptly repair damage caused by its activities.
- I. To abide by COUNTY'S Collections Plan, Policies and Procedures, attached to and incorporated by reference to this AGREEMENT. All necessary acquisition or donation documents must be signed by the seller or donor and received and approved by the COUNTY 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.
- J. To ensure that all MUSEUM projects, exhibits and programs are conducted and installed in a safe and secure manner, to ensure the safety of PARKS personnel, MUSEUM personnel and the public.
- K. To abide by all local, state and federal rules, regulations and policies.
- L. To provide COUNTY with an annual audited financial compilation report sixty (60) days after the close of MCARLM'S calendar year. The COUNTY shall have the right at all times and upon reasonable notice to inspect and audit the financial records of MCARLM.
- M. To initiate press releases, stories, periodicals, and advertising media.
- N. Establish and operate concessions relating to each special events including admission charges, food and beverages, selling of programs and other services.
- O. To permit PARKS employees and their families who reside within San Lorenzo Park, volunteers and any COUNTY employees, on official business, ingress and egress without charge during any MCARLM-sponsored special events.

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- P. To indemnify, defend, and save harmless the County of Monterey, its officers, officials, agents, employees and volunteers 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.
- Q. To provide the 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. All insurance policies shall be placed with insurers authorized to do business in the State of California and having an A.M. Best rating of A-VII or better.
 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, its officers, officials, agents, employees and volunteers 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 per incident and \$2,000,000 in the aggregate.
 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 \$1,000,000.

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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 \$1,000,000 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.
 9. Additional Insured: The County of Monterey, including its officers, agents, employees, and volunteers, shall be named as Additional Insureds under the required liability policies.
 10. Primary and Non-Contributory Coverage: All required liability insurance shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance maintained by the County of Monterey.
 11. Waiver of Subrogation (Workers' Compensation): The Workers' Compensation policy shall include a waiver of subrogation in favor of the County of Monterey, its officers, officials, agents, employees, and volunteers.
- R. In the event of a special event with more than 2,000 attendees per day, COUNTY Risk Manager will provide the insurance requirements for said event.
- S. 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.
- T. During the term of this AGREEMENT, 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.
 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 and/or designee.

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3. The construction of improvements or installation of any permanent fence, barrier, sign, bridge, exhibit, or structure without prior written approval of the Director and/or designee.
 4. The acceptance of MUSEUM acquisitions without prior written approval of the Director and/or designee.
 5. The sale of alcoholic beverages other than beer and wine at its concession stands during special events only without the prior written approval of the Director of Public Works, Facilities and Parks.
 - i. In accordance with the Monterey County Ordinance Chapter 14.12.040 Park access, passes and permits, subsections D and R, a permit is required for the drink, use, consume, or be in possession of any opened, sealed, or unsealed container of any alcohol defined as beer and wine.
 - ii. When such sale is allowed it shall be under permit of the Alcohol Beverage Control (ABC) Board and any other applicable regulatory permit and/or application.
- U. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- V. To promptly obtain all necessary licenses and permits to conduct its special 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.
- W. To have all volunteers complete a current standard COUNTY Parks and Lakes Division Volunteer Application and sign a Waiver and Release Agreement prior to permitting the volunteer to provide volunteer services to MCARLM.

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5. 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.
- That, MUSEUM staff or interns, and Park's staff on occasion, may open and close MUSEUM buildings and set alarms per established schedule.
 - COUNTY is responsible for the monthly fee and updating the technology.
 - MCARLM is responsible for all other fees.
 - MCARLM is primarily responsible for alarm dispatches, with the COUNTY as back-up.
- B. 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.
- C. This AGREEMENT shall be subject to revocation by either party, without cause, at any time upon giving 90-day notice thereof to other party.
- D. 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.
- E. If MCARLM shall become bankrupt or insolvent, or if there shall be any default in the terms of this AGREEMENT 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 AGREEMENT shall automatically terminate and all rights of MCARLM shall cease and terminate.
- F. MCARLM may seek and enter into sponsorship agreements with individuals or companies to place structures, improvements, and facilities at PARK with prior

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written approval of the Director and/or designee. Such sponsorship agreements may not extend beyond the term of this AGREEMENT and ~~does not~~ may 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 Director or designee and may also require Board of Supervisors approval.

- i. MCARLM shall not cause or permit advertising or sponsorships of events at MUSEUM for tobacco, alcohol, gun related companies, or adult entertainment businesses. Cannabis advertising, sponsorships or event sanctioning shall be by mutual agreement of the parties.

- G. MCARLM agrees to cooperate with and keep the COUNTY informed regarding all of its programs.

- H. This AGREEMENT shall be subject to any and all of the ordinances of COUNTY regulating the use of COUNTY Parks.

- 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:

County of Monterey
Public Works, Facilities and Parks
1441 Schilling Place, 1st Floor South
Salinas, CA 93901
831-755-4895

That notice to MCARLM shall be delivered to as follows:
MCARLM
P. O. Box 644
King City, CA 93930
831-385-8020

- 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 this AGREEMENT conflict, the provision of this 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.

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

PERMITTEE

Signed by:

By Teri Storelli
DE448646A10E441...

Date 3/13/2026 | 4:27 PM PDT

Name Teri Storelli

Title Executive Director

Address P. O. Box 644
King City CA 93930

COUNTY OF MONTEREY

By _____

Date _____

Name Randell Ishii, MS, PE, TE, PTOE

Title Director of
Public Works, Facilities and Parks

Address 1441 Schilling Place- South 2nd Fl
Salinas, CA 93901

The following attached exhibits are incorporated herein by reference and constitute a part of this AGREEMENT:

- Attachment A Facility Map
- Attachment B Special Event Process

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ATTACHMENT A

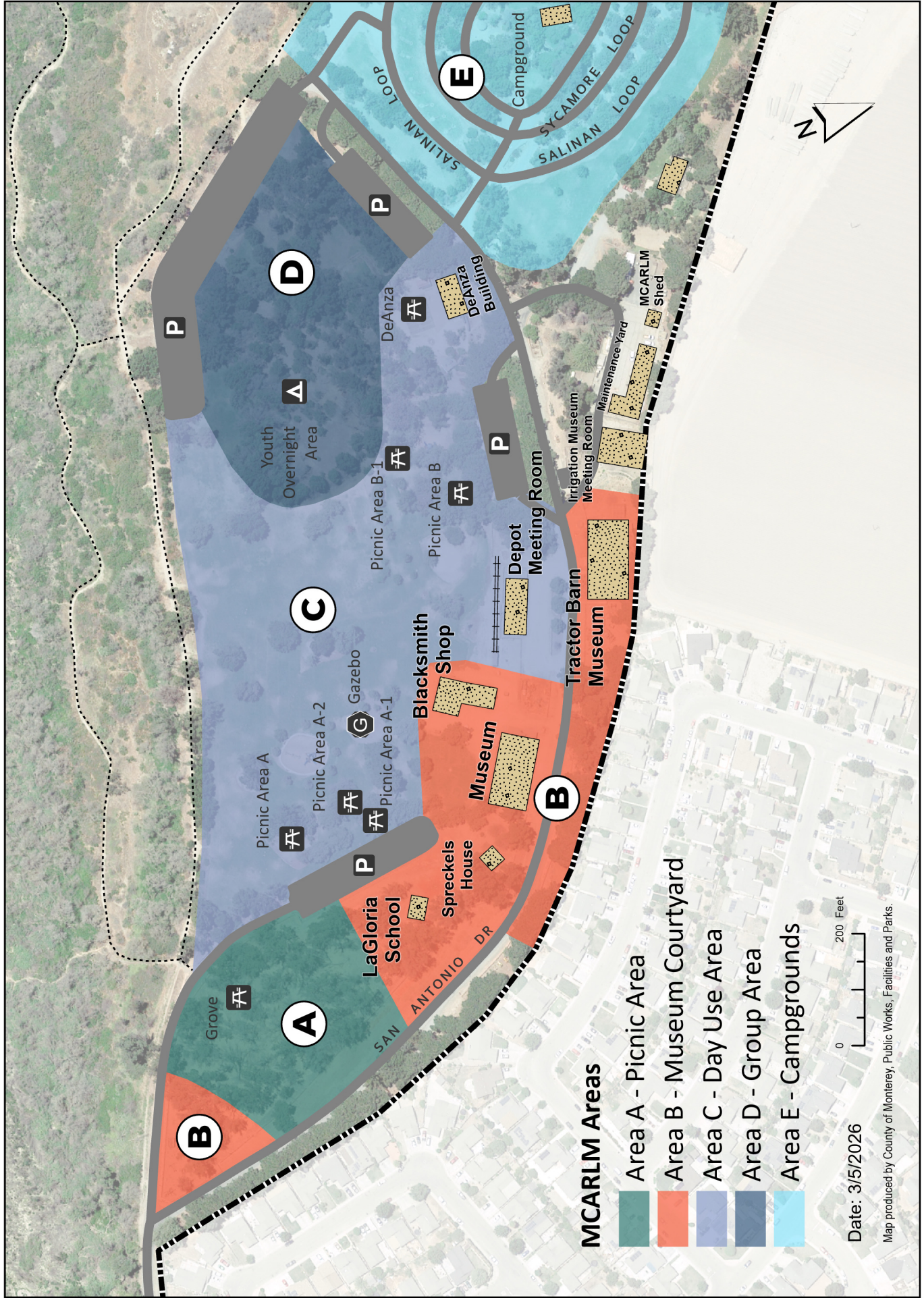
FACILITY MAP



Exhibit A - Facility Map

San Lorenzo County Park

County of Monterey Public Works, Facilities and Parks



MCARLM Areas

- Area A - Picnic Area
- Area B - Museum Courtyard
- Area C - Day Use Area
- Area D - Group Area
- Area E - Campgrounds

Date: 3/5/2026

Map produced by County of Monterey, Public Works, Facilities and Parks.

ATTACHMENT B

SPECIAL EVENT PROCESS

1. MCARLM may hold special events each calendar year to raise funds for the purpose of the development, maintenance and operation of MUSEUM.
2. MCARLM shall submit a list of all special events and applicable dates to the County no later than *December 31* of each calendar year prior to the date of the event.
3. MCARLM shall
4. MCARLM shall complete and abide by all terms and conditions of the County Parks Special Event Use Permit process.
 - Special Event Use Permit application process includes the completion of the following documents:
 1. Facility Use Application
 - i. Required for all events
 2. Special Event Information Questionnaire
 - i. Reviewed by County of Monterey Department of Housing and Community Development.
 - ii. Required for all events with more than 100 attendees
 - iii. Required for all events open to the public
 3. Site Plan
 - i. Required for all events over 100 attendees
 4. Medical Plan
 - i. County of Monterey Emergency Medical Services Agency (EMS) to determine when the Medical Plan is required after a review of the Facility Use Application
 - Large Special Events are defined as:
 - Events with more than 2000 attendees per day.
 - Limited to two (2) per year.
 - Events may have exclusive use Areas A, B, C and D
 - Events with more than 5000 attendees per day require County of Monterey Board of Supervisors' approval.
 - Medium Special Events are defined as:
 - Limited to two (2) per year.
 - Events with 251-2000 attendees per day.
 - Events shall be limited to one (1) day in duration each.
 - Set-up and complete tear-down of each event includes two (2) days before and after each event.

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- Events may have exclusive use Areas A, B, C and D
 - Medium Special Events may include, but not be limited to:
 - Annual Agriculture Tour,
 - Valley Heritage Days - 4th of July in the Park
 - 4th Grade Jamboree
 - Additional events may be approved by County upon written request.

 - Small Special Events are defined as:
 - Limited to twelve (12) per year.
 - Events with a maximum of 250 attendees
 - Events shall be limited to one (1) day in duration each
 - Events may use Areas A, B, C and D upon County's pre-approved written notice.
 - Additional events may be approved by County upon written request.

 - Low-Impact Museum Events include, but are not limited to, recurring educational or museum programs, such as tours, demonstrations, school programs, workshops, lectures, exhibit openings, member gatherings, and volunteer activities are not included as part of the Small Special Events.
 - Events are fully contained within the Museum Courtyard
 - Parks approval of low-impact museum events shall be given unless Parks sends written objection to any event within thirty (30) days of submission.
5. MCARLM shall obtain all permits, licenses and/or approvals required for any event. 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.
 6. MCARLM shall provide a copy of all contracts with outside security guard services, the Monterey County Sheriff's Office or other law enforcement agencies.
 7. MCARLM may contract with outside vendors for food and beverages, retail sales and other necessary services to perform special events.
 8. At all times, County and its employees retain the right to reasonable access to all areas of the Park at all events,
 9. MCARLM may have reasonable non-exclusive right of access to all other areas of the Park with County approval.
 10. In the event of a conflict between events scheduled by County and MCARLM, the parties shall discuss the potential resolution of the conflict. If the parties are unable to resolve the conflict, the County's event shall prevail.