



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
C-11

For the meeting of: May 2, 2017

Date: April 13, 2017  
To: Board of Supervisors  
From: Thomas K. Mattson, Public Works Director *TS For TM*  
Subject: Agreement with Humboldt County Fair Association and Ferndale Unified School District

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve and execute the agreement for use of a portion of the Humboldt County Fairgrounds by the Ferndale Unified School District; and
- 2. Return one executed original agreement to Real Property for transmittal to the Humboldt County Fair Association.

SOURCE OF FUNDING: N/A

DISCUSSION:

The County of Humboldt and the Humboldt County Fair Association (Association) have allowed the Ferndale Unified School District (District) to use a portion of the Association's race track and parcel 30-112-17 for school and recreational purposes since 1991. This use includes physical education classes, intramural activities, sports, games and practices, and other outdoor activities.

Prepared by *Ronda Kime* CAO Approval *Karen Clower*

REVIEW: Auditor \_\_\_\_\_ County Counsel \_\_\_\_\_ Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*  
Ayes *Sundberg, Bass, Bohn, Wilson*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent *Fennell*

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_  
Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 2, 2017*  
By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

The former agreement with the District expired July 1, 2015. County, District, and the Association have been working together since the expiration of the former agreement to update the language, conditions and specifications that are needed to benefit all parties involved with the use of the fields.

The District agrees to continue to improve and maintain the fields, which includes mowing the lawns and maintaining the fields in a neat and presentable fashion. The past relationship with the District has been amicable for all parties and county staff is requesting approval to continue to allow the District use of these portions of the Humboldt County Fairgrounds.

FINANCIAL IMPACT:

The consideration of the use of the property is the benefit provided to members of the local community. There is no impact to the general fund.

OTHER AGENCY INVOLVEMENT:

Ferndale Unified School District  
Humboldt County Fair Association

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could determine to not allow the use of the Humboldt County Fairgrounds by the District. This is not recommended, as there are no other facilities in the area to accommodate the needs of the District, and the community would be impacted by not having this facility available for their use.

ATTACHMENTS:

Agreement Regarding the Use and Maintenance of the Race Track Infield and Portion of Parcel 3-112-17 at Humboldt County Fairgrounds

# ORIGINAL

## AGREEMENT REGARDING THE USE AND MAINTENANCE OF THE RACE TRACK INFIELD AND A PORTION OF PARCEL 30-112-17 AT HUMBOLDT COUNTY FAIRGROUNDS

This Agreement is made and entered into this 2 day of May, 2017, by and between the County of Humboldt, a political subdivision of the State of California, (hereafter COUNTY), and Humboldt County Fair Association, a nonprofit Corporation, (hereafter ASSOCIATION), and the Ferndale Unified School District, a public school district, (hereafter SCHOOL).

### Recitals

COUNTY and ASSOCIATION own and manage property in the City of Ferndale known as the Humboldt County Fairgrounds. The SCHOOL'S campus is located to the East of the Fairgrounds. The Fairground's property contains a race track with a large infield and Parcel 30-112-17, of which a portion, measuring approximately 60' x 287' is used for parking and youth camping by the ASSOCIATION, (hereafter collectively referred to as FIELDS). The SCHOOL has in the past and in the future desires to use the FIELDS, which are identified on the maps attached hereto as Exhibit A and B, for school and recreational purposes, on the terms and conditions set forth herein.

Now, therefore, the parties hereto agree as follows:

1. COUNTY and ASSOCIATION hereby grant to the SCHOOL the right to use the FIELDS as described below:

The SCHOOL will use the FIELDS for school and school sponsored activities which will include physical education classes, intramural activities, sports, games and practices, and other outdoor activities. The SCHOOL shall improve or maintain the FIELDS with a baseball field, softball field, running track, grass playing field, and related improvements.

2. The SCHOOL will mow all lawns and maintain all plants and grounds located in the ~~Infield and~~ FIELDS in a neat and presentable fashion.

3. COUNTY and ASSOCIATION will allow the SCHOOL, at no charge, to draw sufficient water to irrigate all lawns and plants located in the FIELDS. Said water will be drawn from an existing well located on the FIELDS and all costs associated with developing water systems for the FIELDS will be born by the SCHOOL. The COUNTY and ASSOCIATION'S duty to provide water shall be limited to such amounts as have generally been used prior to this Agreement for the same purposes and shall be further limited to that volume of water available to the COUNTY and ASSOCIATION less their other needs for water on the balance of the Fairgrounds.

4. The SCHOOL agrees to conduct all its activities under this Agreement so as to not interfere with any activities of COUNTY or ASSOCIATION or their lessees, permittees, or licensees on the Fairgrounds. Specifically, the COUNTY and ASSOCIATION will have the exclusive control of the FIELDS from ten (10) days prior to the County Fair until the completion of the Fair. COUNTY and ASSOCIATION will provide for the SCHOOL'S quiet enjoyment of the FIELDS during the term of this Agreement except for necessary County Fair activities, as herein described, and except when the use of the area is required to meet an emergency or disaster.

Regarding other property of the COUNTY and ASSOCIATION located in adjacent proximity to the FIELDS, the SCHOOL agrees to the following conditions:

- (a) The SCHOOL shall not utilize restrooms located in ASSOCIATION'S facilities and shall not at any time knowingly permit access to any person to the ASSOCIATION'S facilities without obtaining permission from ASSOCIATION staff.
- (b) At no time shall the SCHOOL utilize ASSOCIATION'S jockey room quarters.

(c) Regarding access to the FIELDS, SCHOOL shall permit pedestrian entrance by means of its property only, unless vehicular access is needed for maintaining the FIELDS or for parking as provided in Paragraph 4,e, of this Agreement. Entrance for parking shall be from Van Ness Street only.

(d) SCHOOL agrees to assume all costs of installing fences, water systems, drainage and any other amenities required to enclose or complete the development of the FIELDS.

(e) SCHOOL and ASSOCIATION agree that an extended portion of Parcel 30-112-17 will be used as a parking area for soccer use by the SCHOOL and for general use by the ASSOCIATION.

(f) When the SCHOOL and the ASSOCIATION schedule concurrent events, the ASSOCIATION event will have priority.

(g) The ASSOCIATION or COUNTY may terminate or restrict the SCHOOL'S use of water at any time throughout this Agreement by providing a thirty (30) day written notification to the SCHOOL.

(h) The SCHOOL will take appropriate actions to ensure that its employees comply with the terms of this Paragraph 4.

5. COUNTY or the ASSOCIATION may terminate this Agreement if any of the following occurs:

(a) The SCHOOL does not maintain the FIELDS in a neat and presentable fashion;

(b) The SCHOOL does not use the FIELDS for recreational or school purposes as heretofore described;

(c) The SCHOOL does not provide the insurance required herein;

(d) The SCHOOL breaches this Agreement in any fashion;

(e) The SCHOOL does not vacate the premises for COUNTY or ASSOCIATION as required in Paragraph 4 above.

6. The term of this Agreement shall be from its date of making as above written for so long as ASSOCIATION is the manager of the Humboldt County Fairgrounds or until August 31, 2018 , whichever comes first. The term is to coincide with the ASSOCIATION'S master agreement with the COUNTY.

7. The body of this Agreement, together with Exhibits A and B attached hereto, fully expresses all understandings of the parties concerning all matters covered, and shall constitute the total Agreement. No addition to, or alternation of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

8. No party shall assign, sublet, or transfer its rights or obligations under this Agreement without the written consent of the others.

9. Each and every provision or clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If for any reason such provision is not inserted, or is not correctly stated, then upon application of any party, the changes shall be made by amendment to this Agreement, acceptable to all parties.

10. In the performance of this Agreement and in the use, possession, management, and control of FAIR and Fairgrounds, the SCHOOL is acting as an independent contractor and not an agent of the COUNTY, ASSOCIATION or State of California.

11. Pursuant to Humboldt County Code 971-1 et seq., COUNTY owned or leased premises are smoke free. The SCHOOL shall comply with said provision.

12. This Agreement shall not be executed by COUNTY or ASSOCIATION and SCHOOL is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the ASSOCIATION and the Clerk of the Humboldt County Board of Supervisors.

The SCHOOL agrees to indemnify, defend and hold harmless, and at its own risk, cost, and expense defend the State of California, Department of Food and Agriculture, Division of Fairs and Expositions, its officers, agents, employees, and servants, ASSOCIATION and COUNTY from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from the SCHOOL'S negligence, intentional acts, or breaches of this Agreement.

Indemnification with respect to defense costs shall be made at the time the SCHOOL and/or State of California, Department of Food and Agriculture, Division of Fairs and Expositions, ASSOCIATION and/or COUNTY incur such costs. The SCHOOL shall, at its own expense and for the life of this Agreement, obtain and maintain policies of insurance for:

(a) Comprehensive or Commercial General Liability Insurance (broad form endorsement), including public liability, premise operation, contractual liability, with minimum limits of \$2,000,000.00 combined single limit (CSL-any one incident/any one occurrence), covering all bodily injury and property damage, including any legal fees, arising out of its operation under this Agreement. The General Liability Insurance coverage must also include liquor legal liability.

(b) Comprehensive Automobile Insurance for all owned, non-owned, and hired vehicles

covering all bodily injury and property liability incurred during the performance of this Agreement with minimum coverage of \$1,000,000.00 any one occurrence.

(c) Workers compensation Insurance as required by law covering all its employees and volunteers. The SCHOOL shall, throughout the period of this Agreement, maintain any insurance, permits, or surety bonding that may be required by applicable local, state, or federal laws and regulations.

The above insurance shall be underwritten by insurance companies authorized to do business in the State of California and certificates, referred to above, must include thirty (30) days prior written notice of any material change or cancellation.

(d) ASSOCIATION and COUNTY reserve the right to obtain complete copies of the original insurance policies, if either party desires to do so.

(f) If the SCHOOL does not keep the above mentioned insurance in full force and effect during the life of this Agreement, COUNTY or ASSOCIATION, at SCHOOL'S expense, may elect to purchase the necessary insurance and SCHOOL agrees to pay the cost of said insurance or, in the alternative, COUNTY or ASSOCIATION may elect to treat the failure to maintain requisite insurance as a breach of contract and terminate this Agreement as provided herein.

(g) Certificates or other sufficient proof that these insurance provisions have been complied with shall be provided to COUNTY and ASSOCIATION within thirty-(30) days of the execution of this Agreement.

13. The SCHOOL certifies by its signature below that the SCHOOL is not a nuclear weapons contractor, in that the SCHOOL is not knowingly or intentionally engaged in the research,



development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt Ordinance. The School agrees to notify ASSOCIATION and COUNTY immediately if it becomes a nuclear weapons contractor as defined above. ASSOCIATION or COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the SCHOOL becomes a nuclear weapons contractor.

14. Any notice, demand, request, consent, approval or communication that any party desires or is required to give to the other parties or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested to the respective addresses set forth below. Notice shall be effective upon receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

ASSOCIATION:  
Humboldt County Fair Association  
1250 5<sup>th</sup> Street  
Ferndale, CA 95536

SCHOOL:  
Ferndale Unified School District  
1231 Main Street  
Ferndale, CA 95536-9416

Division of Fairs and Expositions, Attention: Director  
California Department of Food and Agriculture  
1010 Hurley Way, Suite 200  
Sacramento, CA 95825

COUNTY:  
County of Humboldt  
Public Works Department  
1106 Second Street  
Eureka, CA 95501

All insurance notices shall also be addressed to:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ATTEST:

COUNTY OF HUMBOLDT

CLERK OF THE BOARD

BY *[Signature]*

BY *Virginia Bass*

CHAIRPERSON

BOARD OF SUPERVISORS

COUNTY OF HUMBOLDT

STATE OF CALIFORNIA

FERNDALE UNION HIGH SCHOOL DISTRICT

BY *[Signature]*

BOARD PRESIDENT

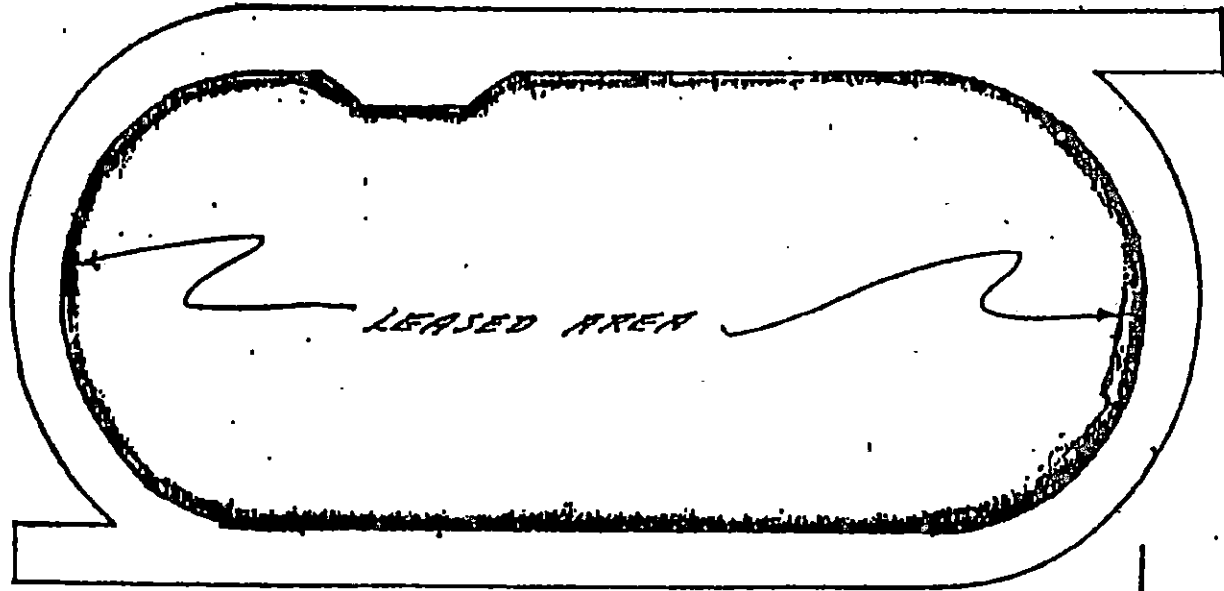
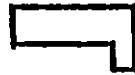
HUMBOLDT COUNTY FAIR ASSOCIATION

BY *Richard Conway*

GENERAL MANAGER

HUMBOLDT COUNTY FAIRGROUNDS  
FERNDALE

GRANDSTAND



- NAME
- NAME
- NAME
- NAME
- NAME

ARLINGTON AVE.

EXHIBIT A

DRAFT

