



RESOLUTION No. 20-421

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION DIRECTING THE COUNTY EXECUTIVE OFFICER NEGOTIATE A LEASE AGREEMENT WITH THE NEVADA COUNTY FAIRGROUNDS, IN AN AMOUNT NOT TO EXCEED \$450,000, FOR BUILDING RENTAL SPACE FOR FACILITATION OF A TEMPORARY YOUTH HUB FOCUSED ON DISTANCE LEARNING AND COVID-19 SAFE SOCIAL ACTIVITIES AND COMMUNITY ACCESS TO GROUNDS FOR LIMITED RECREATIONAL USE, AND AUTHORIZING THE COUNTY EXECUTIVE OFFICER TO EXECUTE DOCUMENTS RELATED TO THE LEASE AGREEMENT

WHEREAS, on March 10, 2020, the Nevada County Board of Supervisors passed and adopted Resolutions 20-062, ratifying the declaration of a local health emergency in Nevada County, and 20-063, proclaiming a local emergency in Nevada County due to rapid spread of COVID-19 in a growing number of countries, including the United States, and the potential introduction of COVID-19 in the County of Nevada (Resolution 20-062); and

WHEREAS, on March 19, 2020, the Governor of California issued a statewide Executive Order, N-33-20, which required Californians to remain at their home or place of residence, except as necessary to carry out essential activities; and

WHEREAS, On May 4, 2020 a California State Executive order informed local health jurisdictions and industry sectors that they may gradually reopen under new modifications and guidance provided by the state per the May 7, 2020 Public Health Order; and

WHEREAS, On August 28, 2020 the state released a "Blueprint for a Safer Economy" in which the state revised criteria for loosening and tightening restrictions on activities; and

WHEREAS, the COVID-19 communitywide response included the closures of schools in March 2020 and a move to a distance learning model for the majority of Nevada County schools and that this model is continuing for the 20/21 school year until it can be determined that schools can reopen safely, and even then schools will likely employ a hybrid model that continues distance learning; and

WHEREAS, not all Nevada County households with school-age children have access to internet that would facilitate distance learning; and

WHEREAS, the COVID-19 pandemic has curtailed opportunities for youth social interactions and youth focused organizations within the county have been impacted by COVID-19 restrictions and are in need of safe and accessible space to provide programs in a COVID-19 safe manner; and

WHEREAS, the Nevada County Fairgrounds has available facility space and those facilities are well suited for the use of a temporary youth hub employing practices that are in compliance with the COVID-19 pandemic response requirements and State public health orders; and

WHEREAS, there is a need within the community for a temporary youth hub focused on distance learning and COVID-19 safe youth social activities; and

WHEREAS, the County of Nevada desires to facilitate the creation of a temporary youth hub by entering into a lease agreement with the Nevada County Fairgrounds; and

WHEREAS, the County of Nevada also desires to facilitate the use of facilities by County focused youth providers and organizations, including the Nevada County schools, the Friendship Club/NEO, among others and will work with the Fairgrounds to create a mechanism and approval process for such entities to occupy and use the facilities to be rented by Nevada County; and

WHEREAS, the County of Nevada desires the Nevada County Fairgrounds to reopen its outside spaces to the community for safe recreational uses, such as biking and walking, and for the use of the temporary youth hub, and recognizes that the Nevada County Fairgrounds would need financial support to cover operational costs in order to make the grounds accessible to the public; and

WHEREAS, the County of Nevada will use a portion of the state allocated CRF Funds to compensate the Nevada County Fairgrounds, in a manner consistent with the requirements of the CARES Act and the US Treasury guidance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Nevada, State of California, hereby directs the following:

1. Directs the Nevada County CEO, or her designee, to negotiate the terms of a lease agreement with the Nevada County Fairgrounds for the rental of facilities in order to facilitate a youth focused hub as well as the re-opening of public spaces for community recreational access.
2. Authorizes the Nevada County CEO to execute all documents related to the negotiated lease with the Nevada County Fairgrounds.
3. Directs the Nevada County CEO, or her designee, to develop the framework, including but not limited to subleases or applications for facility space, for youth focused service providers, including Nevada County schools, for which they will provide services and programming at the youth hub at the Nevada County Fairgrounds.
4. Authorizes the Nevada County CEO to execute all documents, as needed, with youth focused service providers that would allow use of facilities at the Nevada County Fairgrounds, as allowed under the final Fairgrounds Agreement with the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of September, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

9/22/2020 cc: CEO*
AC*
NCF

FORM F-31
Revised 8/19

FACILITY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is by and between the 17th District Agricultural Association ("ASSOCIATION"), commonly known as the Nevada County Fairgrounds, and County of Nevada ("COUNTY"). ASSOCIATION and COUNTY may be collectively referred to as the "Parties."

ASSOCIATION shall lease space to COUNTY for various purposes as described below, with the intent of facilitating county needs for community Youth Hub and general community access for recreational purposes. The leased facilities and space below are not restricted to one purpose, but overall leased space will be periodically reviewed by COUNTY to ensure effective use of the space(s) in total and COUNTY will coordinate with ASSOCIATION to move or relocate programs according to need.

1. ASSOCIATION hereby grants to the COUNTY the right to occupy the space(s) known as Main Street Center Building, as depicted in Exhibit A, located on the Fairgrounds at 11228 McCourtney Road, Grass Valley, California 95949 ("Facility") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on October 1, 2020 and ends on June 15, 2021. For Facility, COUNTY shall guarantee the payment of any damage to ASSOCIATION's property, removal of all property and the leaving of the Facility in the same condition in which COUNTY took possession.
3. The Facility uses are not restricted to one purpose and leased space will be periodically reviewed by COUNTY to ensure effective use of the space(s) in total. The primary purposes of occupancy are defined as follows:

3.1. Facility Use:

The Facility will be used primarily for access to distance learning and activities for school age children and teens in a manner consistent with existing or active public health order(s) issued by the State of California or the County.

ASSOCIATION shall:

- a. Lease to COUNTY the Facility for nine and a half (9.5) months for the time period beginning October 1, 2020 and ending on June 15, 2021 which will include operating hours from 7:30 am until 7 pm Monday through Friday.
- b. Provide daily cleaning and maintenance for Main Street Center Restrooms and Main Street Center lobby following public health and safety guidelines as defined in Exhibit C of the Agreement.
- c. Provide repairs, at its own cost and expense, to the facilities, improvements, appurtenances (including parking areas used by COUNTY), and grounds that are damaged or in need of repair not the result of COUNTY's negligence.

- d. Provide and maintain adequate broadband Internet service and delivery via WiFi within the Facility to ensure a high-quality experience for all users of the Facility, as defined in Exhibit C of the Agreement.

COUNTY shall:

- a. Coordinate, including provision of a Sublease Agreement, with organizations to provide youth focused services that will make use of the space, as provided by this Agreement. Any Sublease will incorporate the terms of this Agreement.
- b. Provide daily cleaning and maintenance of Facility as defined in Exhibit C of the Agreement.

3.2. Recreational Use of Grounds:

ASSOCIATION agrees to reopen the Fairgrounds for recreational use for the public to have additional space for recreation and exercising in accordance with state and local health orders and guidelines.

ASSOCIATION shall:

- a. Open fairgrounds daily from 8 am until 4 pm Monday through Friday for recreational use, such as walking, bike riding, frisbee and other such activities.
 - b. Provide daily cleaning and maintenance following public health and safety guidelines as defined in Exhibit C of the Agreement.
4. ASSOCIATION shall submit invoices in a form and with sufficient detail as required by the COUNTY. The COUNTY will make payment within thirty (30) days after the invoice is received and approved by the COUNTY, including an initial payment and eight (8) monthly payments as shown in the schedule below.

Installment	Payment Date	Amount
No. 1	Within 30 days of contract execution	\$225,000
No. 2	12/1/2020	\$21,875
No. 3	1/1/2021	\$21,875
No. 4	2/1/2021	\$21,875
No. 5	3/1/2021	\$21,875
No. 6	4/1/2021	\$21,875
No. 7	5/1/2021	\$21,875
No. 8	6/1/2021	\$21,875
No. 9	7/1/2021	\$21,875
Total		\$400,000

Invoices are to be submitted to:
Nevada County CEO Department

Attn: Fiscal Staff
950 Maidu Ave
Nevada City, CA 95959

5. COUNTY shall defend, indemnify and hold harmless Association and the State of California, along with their respective officers, agents, servants and employees (collectively "Indemnitees") from any and all claims, causes of action, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees (collectively "Losses"), caused by, arising from or in any way connected with the exercise by COUNTY of the privileges herein granted, except to the extent such Losses are caused by the negligence or willful misconduct of an Indemnitee. These defense and indemnification provisions shall survive the expiration, termination or assignment of this agreement."
6. COUNTY will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the ASSOCIATION within Facility for such purpose and will keep the area within and surrounding Facility free from all rubbish and debris.
7. All temporary tents or enclosures erected by COUNTY shall have the prior approval of the State Fire Marshal. COUNTY shall not affix any fixtures to the Facility without the written preapproval of the ASSOCIATION and if the removal of the fixture may be affected without injury to the Facility.
8. COUNTY will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by ASSOCIATION, nor engage in any other business whatsoever upon or within Facility or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Facility and privileges provided in this Agreement.
9. COUNTY must follow all active Emergency Proclamations and Executive Orders signed by the Governor.
10. COUNTY must follow all directives and guidance issued by the California Department of Public Health and local health authorities regarding COVID-19 as applicable to gatherings and events.
11. COUNTY is responsible for the Facility and agrees to reimburse ASSOCIATION for any damage to the real property, equipment, or grounds used in connection with the Facility, reasonable wear and tear excepted. COUNTY agrees to inspect the conditions of the Facility and of all property it will use on the Facility, including but not limited to equipment, furniture or other personal property owned by ASSOCIATION, and to be responsible for the use of the Facility and such property.
12. COUNTY acknowledges that the ASSOCIATION's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. ASSOCIATION shall not be liable for any interference of COUNTY'S use

or possession of the Premises or loss to or expenses incurred by the COUNTY or its subcontractors or patrons that may result from such emergency use of the Premises. Parties agree to meet in good faith to address any such disruption and identify reasonable mitigation measures through amendment to this Agreement or otherwise to limit losses or expenses incurred by COUNTY.

13. COUNTY shall be entitled, with the prior approval of ASSOCIATION, to enter into subleases ("Permitted Sublease") defined as: an existing or potential contractual commitment between COUNTY and outside agencies (including any renewal or extension thereof).
 - a. SUBLEASEE must have a current contract with the COUNTY to provide services to operate a distance learning and youth hub for use by family and students for the purpose of virtual/online learning and/or other youth programs.
 - b. SUBLEASEE must carry insurance specified in their contract for services with the County. Insurance must be current and to include naming County of Nevada, the California Fair Services Authority, the District Agricultural Association, County Fair and the State of California, its officers, servants, employees, agents, and volunteers are to be covered as additional insureds as additional insured.
 - c. SUBLEASEE must ensure entire space complies at all times with Public Health guidance for safety and cleaning protocols related to COVID compliance.

14. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Facility by COUNTY, at COUNTY's own expense, upon expiration or earlier termination of this Agreement.

15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

16. Failure of ASSOCIATION to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

17. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the ASSOCIATION and the County of any further performances of the terms of this Agreement.

18. The ASSOCIATION shall have the privilege of inspecting the Facility covered by this Agreement at any time or all times, except as to those areas designated by COUNTY as private or confidential, of which ASSOCIATION will be allowed access at times approved by COUNTY. Except as provided herein, ASSOCIATION shall have the right to retain a key to the Facility and may enter without notice.

- 16. The Parties hereto agree that COUNTY, and any agents and employees of COUNTY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of ASSOCIATION.

- 17. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

- 18. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

- 19. COUNTY shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Map of Fairgrounds Depicting Facility	Exhibit A
California Fair Services Authority Insurance Requirements	Exhibit B
Operational Items	Exhibit C
Rules, Regulations & Information	Exhibit D

- 20. This Agreement is not binding upon ASSOCIATION until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Patrick A. Eidman
17th District Agricultural Association
Nevada County Fairgrounds
11228 McCourtney Road
Grass Valley, CA 95949
(530) 273-6217
info@NevadaCountyFair.com



Patrick A Eidman (Oct 23, 2020 08:39 PDT)

Signature

CEO

Title

10/22/2020

Date

Alison Lehman
County Executive Officer
County of Nevada
950 Maidu Ave
Nevada City, CA 95959
(530) 265-1780
ceo@co.nevad.ca.us



Alison lehman (Oct 23, 2020 10:00 PDT)

Signature

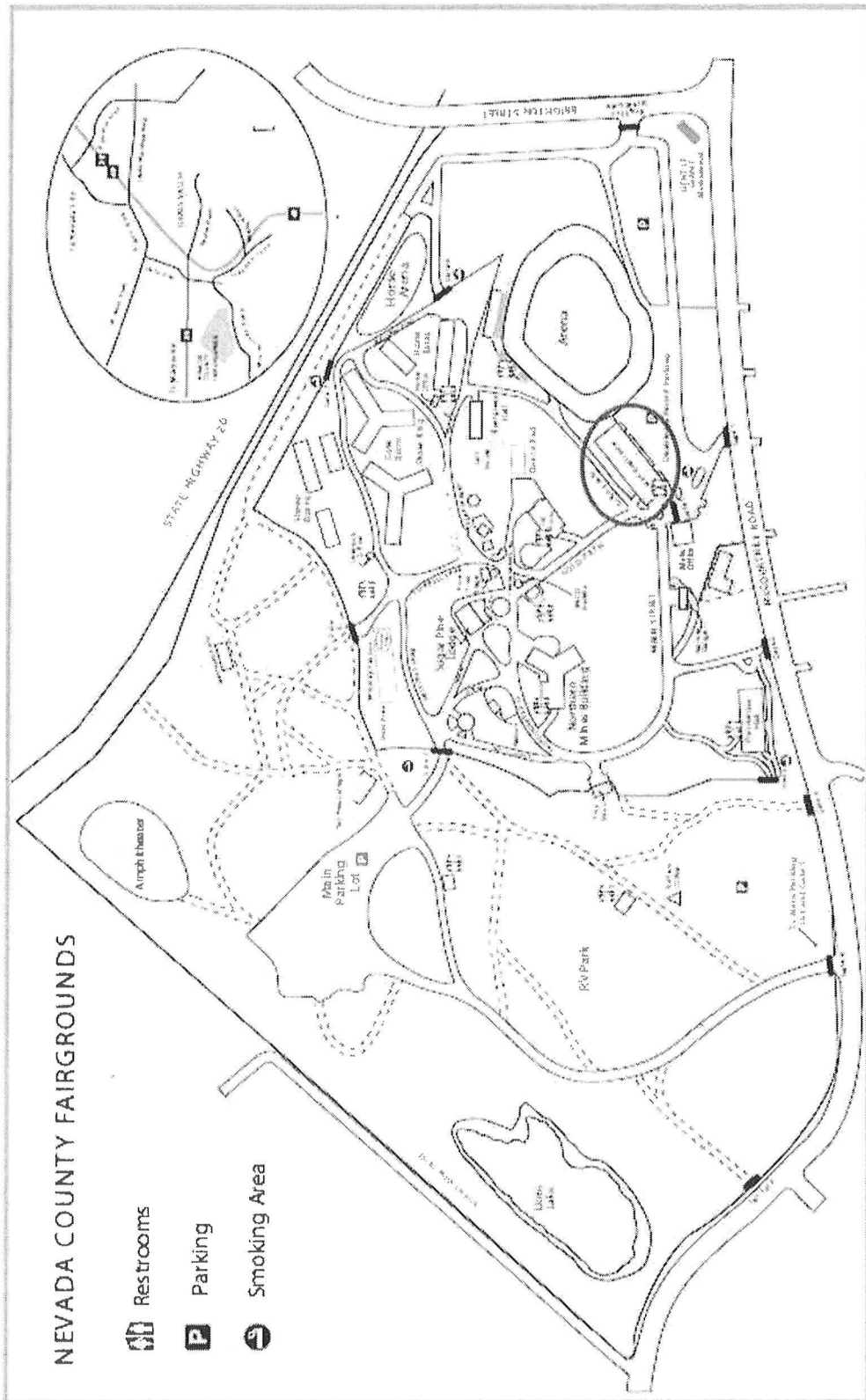
County Executive Officer

Title

10/23/2020

Date

EXHIBIT A – MAP OF FAIRGROUNDS DEPICTING FACILITY



California Fair Services Authority – revised January 3, 2020

EXHIBIT B - INSURANCE REQUIREMENTS

I. Evidence of Coverage

COUNTY shall procure and maintain for the duration of the contract coverage against claims for injuries to persons or damages to property which may arise from or in connection with the COUNTY's operation and use of the leased Facility. ASSOCIATION understands and agrees to the following:

A. COUNTY has elected to self-insure general, auto, and worker's compensation liabilities in accordance with Government Code section 990 and Labor Code section 3700. COUNTY maintains dedicated reserves in accordance with GASB 10 and 30, but also participates in risk pooling for reimbursable and primary coverage. Under this form of insurance, the COUNTY and its employees acting in the course and scope of their employment are covered for tort and worker's compensation liability arising out of official COUNTY's business to include operating motor vehicles (California Vehicle Code section 17000 and 170021). COUNTY coverage shall include general liability coverage at least as broad as ISO Form CG 00 01 covering commercial general liability with limit of One Million Dollars (\$1,000,000), automobile liability coverage at least as broad as ISO Form Number CA 0001 covering Code 1 (any auto) with limit of One Million Dollars (\$1,000,000), workers' compensation as required by the State of California with statutory limits for bodily injury and disease. All claims against the lease OR based on tort liability should be presented as a government claim to the Clerk of the Board located at 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) Internet link:

<https://www.mynevadaCounty.com/869/Filing-Claims-Against-the-County>

II. Participant Waivers

1. The COUNTY agrees to obtain a properly executed release and waiver of liability agreement (form required by COUNTY's insurance company or CFS Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by COUNTY.
2. COUNTY shall ensure that any party leasing space from the COUNTY with, or for, hazardous participant events (see subsection 4 below) obtains a properly executed release and waiver of liability agreement (form required by COUNTY's insurance company or CFS Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the COUNTY.
3. COUNTY shall provide copies of all executed release and waiver of liability agreements required under subsections 1 and 2 above to the ASSOCIATION at the end of the lease agreement.
4. 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, Risk Management Department at (916) 921-2213 for further information and for CFS Release and Waiver Form.

EXHIBIT C – Operational Items

As part of this lease agreement, ASSOCIATION shall:

- Provide and maintain adequate broadband Internet service and delivery via WiFi within the Facility to ensure a high-quality experience for all users of the Facility, including the following:
 - Internet Service will be sized to provide no less than 1.5Mbps up/down per anticipated user occupant load of Facility, starting with a minimum user occupant load of 60 users and the ability to scale to provide services to the maximum user occupant load of 200 users upon 14 calendar days advance notice by COUNTY to an increase in demand;
 - WiFi signal will be encrypted using WPA2 or better to ensure signal privacy and security;
 - WiFi service coverage in the 2.4Ghz band (5Ghz optional) will be adequate to ensure a good quality signal of no less than -60dBm for all users in the Facility;
 - Implement technological controls to ensure that no single user is able to compromise the use of Internet Services for other users;
 - Implement technological controls to maximize services for the purpose of the Facility and minimize unwanted use of the provided Internet services.
 - Assist in the implementation of technological controls to facilitate Internet blocking or filtering solutions.
- The Fairgrounds will be responsible for opening gates each morning, Monday through Friday, at 8 am and closing the gates at 4 pm each afternoon for the public (walkers, recreational use, etc.). If the County/FC needs access to the building/gates before or after those times, they will be responsible for opening the gates and building, as well as closing the gates and locking the facility after those times.
- The Association will provide daily cleaning and maintenance for the restrooms and lobby area of the Main Street Center following public health and safety guidelines. and includes all paper products for restrooms (toilet paper, hand soap, seat covers, trash can liners).
- Provide sanitation and cleaning of any bathrooms accessible to the public as part of Section 3.2 above, (once daily) to minimize risk of COVID-19 transmission and includes all paper products for restrooms (toilet paper, hand soap, seat covers, trash can liners).
- Install safety signage to the extent determined by the ASSOCIATION and in coordination with COUNTY public health and emergency operations center staff
- Assist with the initial set-up of the Facility, by providing tables, chairs, spatial dividers if available.
- The Association will provide daily trash collection and disposal from the Main Street Center restrooms and lobby.

- Provide the final cleaning of the Facility at the termination of the Agreement.

As part of this lease agreement, COUNTY shall:

- The COUNTY or SUBLEASEE will provide daily cleaning and maintenance of inside of Main Street Center building (excluding lobby and restrooms – per item above), including floor, all surfaces and all equipment (tables, chairs, panels, supplies, etc.) utilized for Youth Hub following public health and safety guidelines.
- Provide cleaning and maintenance of equipment utilized outside Main Street Center for purpose of Youth Hub (i.e. picnic tables on The Green) following public health and safety guidelines.
- If Guest Services building is utilized, the COUNTY or SUBLEASEE will provide daily cleaning and maintenance inside of Guest Services area following public health and safety guidelines.
- The COUNTY or SUBLEASEE will provide daily trash collection and disposal from the inside of Main Street Center. ASSOCIATION Shall provide dumpster or other refuse receptacle for COUNTY's disposal of trash collected from the inside of the Main Street Center.

EXHIBIT D – RULES, REGULATIONS & INFORMATION

ASSOCIATION Management of the Nevada County Fairgrounds may amend the following regulations. It is the COUNTY's responsibility to be knowledgeable of the following regulations. COUNTY shall insure that any Sublessee(s) are made aware of and comply with these rules and regulations.

FAIRGROUND LEASE

1. Lease Conditions: Lease of Facility will include general floor space, restrooms, garbage cans and utilities for normal water and electrical/light usage. ASSOCIATION labor, materials, equipment, parking privileges or other areas, unless otherwise indicated in contract are not included.
2. Usage Hours: Lease fees cover the use of Facility from 7:30 am until 7 pm Monday through Friday, unless otherwise stipulated in the Agreement.
3. The ASSOCIATION accepts no responsibility for the acceptance, delivery, placement or security of any goods or equipment, ordered by the COUNTY, and delivered to the Fairgrounds for use during the event and accepts no responsibility for the safety and protection of personal property belonging to the COUNTY or vendors or others associated with the event.
4. Amendments to Agreement: No additions or deletions to Agreement will be permitted unless made in writing and approved in writing by ASSOCIATION and COUNTY prior to the scheduled event.
5. No alcohol is permitted or allowed in connection with this Agreement.
6. COUNTY is responsible for following all regulations set forth by the State Fire Marshal. COUNTY is also responsible for submitting a special event permit application to the Fairgrounds Office prior to any event not contemplated under this Agreement. Refer to Special Event Permit Application for details. Please contact Facility Lease Manager with any questions.
7. Any fees, fines and/or taxes incurred from the State Fire Marshal, Nevada County Health Department, Nevada County Assessor's Office, Board of Equalization or other such entities will be the sole responsibility of the COUNTY and will thus be passed on to the COUNTY should the ASSOCIATION be billed or fined for items relating to COUNTY's use of the Facility.
8. Should COUNTY or any sublessee intend to distribute samples of or sell food, COUNTY and any sublessee shall comply with Health permit requirements, if any, from the COUNTY Department of Environmental Health.

FACILITY SET UP AND TAKE DOWN REQUIREMENTS

1. COUNTY or SUBLEASEE is responsible for all set up and take down activities (e.g. chairs and tables) and agrees to have supervising personnel onsite during all set up and take-down activities.
2. The ASSOCIATION will provide the COUNTY with 50 tables, 300 chairs and panels (number to be determined upon set up) as part of this agreement.

3. The ASSOCIATION will be responsible for clean-up of Facility upon termination of the Agreement.
4. COUNTY will provide ASSOCIATION with either a certificate of insurance (with COUNTY listed as certificate holder) or information (business name, owner name, address, city, state, zip code, phone number, email and type of insurance needed) with payment to purchase insurance from CFSA for each applicable vendor. See Exhibit B for insurance requirements.
5. COUNTY, or an authorized representative, must contact the ASSOCIATION at least 24 hours prior to occupation of the Facility to discuss details such as requirement of tables, chairs, etc. and to provide specific location of any stages, platforms or risers requested. Unless an activated emergency where no notice is required.

BUILDING KEYS

1. Upon full execution of this Agreement, ASSOCIATION will provide COUNTY 2 sets of keys for entrance to the Fairgrounds property and the Facility being leased. Additional keys may be available upon request.
2. There will be a \$20.00 charge for each key not returned within three (3) working days after termination of this Agreement. This charge may be withheld from the COUNTY'S security deposit. Failure to return keys will constitute a forfeiture of the entire security deposit.
3. A replacement charge of \$100.00 will be due for any padlocks that are lost, damaged or otherwise unusable.
4. A repair charge of \$100.00 per lock will be due for any locks damaged and requiring locksmith repair.

FACILITY CLEAN UP AND UTILITIES

1. All utility costs are included in the lease cost per this Agreement.
2. The ASSOCIATION will provide daily sanitation and cleaning of the Facility common areas and bathrooms to minimize risk of COVID-19 transmission, as well as trash removal and disposal per Exhibit C.
3. The ASSOCIATION will be responsible for connectivity and maintenance of the broadband services per Exhibit C.
4. The ASSOCIATION will be responsible for the final cleaning of Facilities.
5. The COUNTY agrees to leave all leased facilities, equipment and surrounding areas tidy and as close to pre-lease conditions, excluding the final cleaning to be provided by the ASSOCIATION as noted in #4 above.
6. The ASSOCIATION is responsible for the collection, handling and disposal of all trash and recyclable materials including glass, plastic, paper and cardboard as outlined in Exhibit C of this Agreement.

7. The ASSOCIATION will ensure all gates and doors are locked upon departure as specified in Exhibit C.
8. Any cleaning products the COUNTY or contractor of COUNTY is using, that are not provided by the ASSOCIATION, must be pre-approved and must have a SDS (Safety Data Sheet) accessible during the event wherever cleaning products are used or stored.

ADVERTISING/DECORATIVE MATERIALS

1. Signage may be placed on McCourtney Road fence line between the Marquee and Gate 1 during the term of the Agreement.
2. Signage at Gate 4 may be placed on the fence during the term of the Agreement
3. For banners/signage at a location different than those specified above, see following requirements: All advertising space on the Facility of the ASSOCIATION, including the perimeter fences, is the exclusive property of the ASSOCIATION. The COUNTY must receive prior written approval from the ASSOCIATION for any signage on the Fairgrounds. All signs placed by the COUNTY are subject to review and approval by the ASSOCIATION. Signs and/or banners put up without prior permission will be removed at the COUNTY's expense.
4. No signage shall be placed on McCourtney Road between the Draft Horse Monument and the Marquee.
5. Signs shall not be installed on or near Emergency Gate @ Gate 1.
6. No signage, banners or decorations may be placed anywhere that a landscape bed would need to be traversed in order to hang said item.
7. Nothing will be allowed to be attached in any manner to the walls with murals in the Northern Mines Building.
8. Absolutely no signs or banners to be attached to the outside of any ASSOCIATION building or structure without specific written permission.
9. If, in the judgement of the ASSOCIATION, signs or banners are deemed inappropriate, distasteful or offensive, said signs/banners must be removed immediately by COUNTY.
10. The COUNTY shall not paint, change, alter, or tamper with any ASSOCIATION property, including buildings, floors, asphalt on roadways or parking areas, signs, piping, locks, phone lines, conduits and electrical or gas connections.
11. The use of pins, tacks, screws, nails, lightweight or heavy-duty staples, hot glue or duct tape for the attachment of decorations to the facilities or equipment is prohibited.
12. Any hanging decorations placed on the carpeted wall panels inside the buildings must be attached with pushpins or "T" pins only.
13. Upon termination of the Lease, COUNTY must remove all signs and decorating materials. Any damage to the ASSOCIATION's property due to the installation, display or removal of approved

signage and decorations is the responsibility of the COUNTY. Any signs/banners/decorations left by the COUNTY will be removed and charged in accordance with labor rates outlined in Exhibit D under "Labor and Equipment".

14. Any flyers, bumper stickers, etc. distributed on the Fairgrounds during an event must be removed by the COUNTY by the end of the event.
15. Hay, straw, shavings or similar combustible materials shall not be located within any building, tent or membrane structure open to the public, except the materials necessary for daily feeding and care of animals. Combustible materials shall not be permitted under grandstands, bleachers or seating at any time.

VEHICLE USE AND PARKING

1. All vehicles must comply with direction of the ASSOCIATION personnel and obey all ASSOCIATION regulations. The parking lots and roadways are under the exclusive direction of the ASSOCIATION.
2. The speed limit on the Fairgrounds is not to exceed **5 MPH** and is strictly enforced.
3. Vehicles are to remain on paved roadways; no vehicles are to drive on the lawns unless approved by the ASSOCIATION. Vehicles are not allowed to park on the inner grounds.
4. Vehicles are allowed to drive into the grounds for loading and unloading **ONLY**.
5. No vehicle access is permitted through the Emergency Gate @ Gate 1 unless otherwise approved by the ASSOCIATION.
6. Parking spaces will be provided to the COUNTY in areas designated by the ASSOCIATION, with a minimum of 10 spaces that are accessible to the Facility. Vehicles may not be parked in or around the buildings, except for unloading and loading. Fire lanes shall be maintained at all times.
7. Golf carts are permitted with prior written approval. All drivers must submit proof of insurance, a copy of a valid driver's license and a signed copy of the ASSOCIATION's golf cart policy to the ASSOCIATION in advance of approval. Only authorized drivers shall operate golf carts on the grounds. Any violations will result in revocation of approved golf cart use.
8. The ASSOCIATION is not responsible for theft or damage incurred to vehicles parked on the Fairgrounds.

BUILDINGS AND GROUND USE

1. Condition of the grounds: The COUNTY accepts the Facility as it exists. The COUNTY should immediately report any area that requires attention to the ASSOCIATION.
2. As State property, **SMOKING** is not permitted inside any of the buildings on the Fairgrounds property including restrooms in the camping areas and inside the inner grounds. There are designated smoking areas located at Gate 3, Gate 5, Gate 7, and Gate 8.

3. Roller blades, skates, scooters and skateboards are prohibited on the Fairgrounds.
4. The following doors in Main Street Center must be left accessible:
 - a. Directly inside lobby to the left
 - b. Past lobby, directly inside main hall area to left
5. No open flames are permitted inside any building or within 20 feet of any building. No open flames are permitted anywhere else on the facility without prior written approval.
6. Event Tent usage: All event tent locations must be approved in advance by the ASSOCIATION personnel before any tents are erected. Tent stakes are permitted on lawn areas only under direction of Fairgrounds staff. Asphalt repair may be required when any tents are set up on asphalt.
7. Equipment and Services:
 - a. Equipment provided (tables, chairs, garbage cans, etc.) will be available in the Facility. It is the sublessee's responsibility to position any equipment as desired.
 - b. Requests for equipment lease or additional personnel must be made between 9:00 a.m. and 4:00 p.m. Monday through Friday. The request must come from the COUNTY or an authorized representative.
 - c. Except as set forth in section 3.1.c, any missing or damaged equipment utilized by COUNTY in furtherance of the Lease will be charged to the COUNTY.
8. Shipments: Shipments should be scheduled to arrive at the Fairgrounds no earlier than the first day of occupancy. If the event is on the weekend the shipment may arrive the preceding business day.
9. Telephone service: Telephone service at an event is the sole responsibility of the COUNTY.
10. ATM service: The ASSOCIATION has exclusive right to provide ATM service. Availability of ATM service and location is at the discretion of the ASSOCIATION. Any requests for an ATM at the event need to be made in writing 30 days in advance.
11. Sound systems: Because the Fairgrounds is surrounded by residential areas, any sound system in use on the Fairgrounds will be set at a reasonable decibel level. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 11:00 p.m. If COUNTY violates the decibel level or shut off time will lose the use of the sound system for the remainder of the event.
12. Lost and Found: Lost and found items must be managed by the event.
13. Dogs: The COUNTY may determine if dogs are allowed at their event. If dogs are allowed at the event they must be penned or kept on leash at all times. Persons having dogs on the grounds must take every care to assure the safety of all visitors on the Fairgrounds. Dogs that may be a threat to public safety must be removed from the grounds. If dogs are allowed, the sanitary needs for the dogs will be the sole responsibility of the COUNTY.

14. Injuries: All injuries must be reported to ASSOCIATION Management as soon as possible. At the end of the event, the COUNTY shall provide a summary report of each accident resulting in injury, the report shall include, as permitted by law, the injured individual/party name, contact information for the injured individual/party, type and extent of injury, location of injury and a description of how the injury occurred. Any party responding to the Fairgrounds such as police, fire departments or emergency services providers shall be identified. Copies of any and all photographs of the location taken by the COUNTY shall be included with the summary report.
15. The ASSOCIATION shall have the right of inspecting the Facility covered by this Agreement at any and all times except as to those areas designated by COUNTY as private or confidential, of which ASSOCIATION will be allowed access at times approved by COUNTY. Except as provided herein, ASSOCIATION shall have the right to retain a key to the Facility and may enter without notice.
16. No people, animals, boats/watercraft or refuse/waste are allowed in the N.I.D. canals or Lions Lake. COUNTY is responsible for clean up or removal of any and all foreign materials discarded in or around the NID ditches or Lions Lake.