

LEASE/AGREEMENT FOR OPERATION, MANAGEMENT AND MAINTENANCE  
OF HUMBOLDT COUNTY FAIR AND FAIRGROUNDS

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This Lease Agreement, made and entered into on the 1st day of July, 2020, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the HUMBOLDT COUNTY FAIR ASSOCIATION, a California private nonprofit corporation, hereinafter referred to as ASSOCIATION.

RECITALS:

WHEREAS, COUNTY owns the County Fairgrounds located in the City of Ferndale (hereinafter referred to as "FAIRGROUNDS"); and

WHEREAS, pursuant to Government Code Section 25536, the Board of Supervisors, by a four-fifth's vote, may enter into a lease of the FAIRGROUNDS without competitive bidding; and

WHEREAS, Government Code Section 25906 authorizes COUNTY to contract with a nonprofit corporation to conduct an agricultural fair in the county for such period and under such conditions as COUNTY may determine; and

WHEREAS, COUNTY desires to hold and conduct an annual County Fair in said county at the FAIRGROUNDS and has designated the fair as the Humboldt County Fair (hereinafter referred to as "FAIR"); and

WHEREAS, the State of California has appropriated certain monies for the encouragement of county fairs, and such monies are apportioned to such FAIR by the California Department of Food and Agriculture; and

WHEREAS, ASSOCIATION has the experience necessary to promote the agriculture, industrial, and recreational interests of the people of Humboldt County; and

WHEREAS, COUNTY wishes to contract with ASSOCIATION, pursuant to the provisions of Government Code Section 25906, for the purpose of having ASSOCIATION hold and conduct the FAIR and use, possess, and manage the FAIRGROUNDS for the period of this agreement.

NOW, THEREFORE, it is agreed to as follows:

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### 1. PREMISES

COUNTY leases to ASSOCIATION and ASSOCIATION leases from COUNTY the following described premises located in Ferndale, County of Humboldt, State of California:

APN'S 030-011-003, portion of 030-021-003, 030-071-001, 030-081-006, 030-112-017, 030-112-20, and 100-181-03, most commonly known as the County Fairgrounds. Leased premises are approximately 65 acres. The location of these premises is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

### 2. CONSIDERATION

The consideration for the Agreement of FAIRGROUNDS is the benefit received by COUNTY and its residents from the management and operation of the County Fair by ASSOCIATION and the maintenance and repair of the leased premises by ASSOCIATION.

### 3. CONDUCT OF COUNTY FAIR AND MANAGEMENT OF FAIRGROUNDS

A. ASSOCIATION shall annually hold and conduct an agricultural fair at the FAIRGROUNDS. The FAIR shall be held and conducted by ASSOCIATION once each year during the term of this Agreement, on such dates and at such times as ASSOCIATION may select. ASSOCIATION shall use, possess, and manage the FAIRGROUNDS for the purpose of conducting the FAIR. ASSOCIATION may also use the FAIRGROUNDS for purposes not inconsistent with the terms of this Agreement or with the conduct and operation of the FAIR. To the extent permitted by law, ASSOCIATION may conduct horse races on the FAIRGROUNDS.

B. Notwithstanding the foregoing and upon COUNTY'S advising ASSOCIATION of its intended use, COUNTY may use the FAIRGROUNDS for any lawful COUNTY purposes including, but not limited to, a polling place, disaster care center, and/or community emergency coordinating center. Any such use shall be at no charge to COUNTY. ASSOCIATION shall require any group using and/or renting FAIRGROUNDS to relinquish the premises in the event of a disaster or emergency pursuant to this paragraph.

Except as provided in this paragraph, COUNTY shall have unobstructed right to access and use the water source on APN 030-081-006 as shown on Exhibit C at

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all times at its cost and expense. Access to said water source shall be pursuant to the two (2) water access routes identified in Exhibit C as Routes "D" and "E". Notwithstanding the foregoing, except in the case water is needed for an emergency, the COUNTY shall not access the water source during periods in which the FAIRGROUNDS are open for public events that utilize the grandstands, race track, or infield. Further, the ASSOCIATION retains the right to limit access to Route "D" during period of rain to prevent damage to the dirt road. The COUNTY may, in the future and upon advance written notice to ASSOCIATION, construct a water line under Route "D" to provide water from the Water Source to the Road Maintenance Barn at the County's sole cost and expense. In constructing the water line, the COUNTY shall ensure all work is diligently completed during a period of time the ASSOCIATION is not using the FAIRGROUNDS for an event. The COUNTY shall restore any disturbed ground to the type and condition of the ground and surface existing immediately prior to any construction activity to install the water line. The COUNTY shall not make any other improvements to the access routes without prior written consent of the ASSOCIATION.

C. ASSOCIATION shall comply with the Brown Act and California Public Records Act as agreed to in Exhibit B.

#### 4. TERM

The term of this Agreement shall commence on the date when:

A. Both COUNTY and ASSOCIATION have signed this Agreement, and

B. COUNTY has received written notice from the California Department of Food and Agriculture that it has approved the Agreement.

This Agreement shall terminate five (5) years from the commencement date unless terminated prior thereto as hereafter provided.

Agreement may be terminated on December 31 of each year during the term of this Agreement by mutual consent of both COUNTY and ASSOCIATION.

#### 5. PREPARATION AND SUBMISSION OF BUDGET TO COUNTY AND DEPARTMENT OF FOOD AND AGRICULTURE

Upon the execution of this Agreement, and annually thereafter during the term hereof, ASSOCIATION shall submit to COUNTY a budget showing the estimated revenues and the proposed expenditures from all sources during the ensuing calendar

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year. Upon approval of said budget by COUNTY'S Board of Supervisors, ASSOCIATION shall submit said approved budget to the California Department of Food and Agriculture. The approved budget and its submittal to the California Department of Food and Agriculture, along with any other submittals required by the California Department of Food and Agriculture, shall constitute an application to COUNTY for an apportionment to COUNTY of funds from the Fairs and Expositions Fund of the State of California (FEF).

The budget and application provided for in this paragraph shall request and provide for the maximum allocation allowed by law. The budget provided for by this paragraph shall comply with all requirements of the California Department of Food and Agriculture, the State Department of Finance, and other concerned State agencies, and provisions of the Food and Agricultural Code, and Business and Professions Code which apply to fairs, and ASSOCIATION shall prepare and submit all information and do all things necessary to qualify COUNTY for the maximum allocation permissible from the FEF.

### 6. STATEMENT OF OPERATIONS

Within ninety (90) days of the end of each fiscal year during the term of this Agreement, ASSOCIATION shall file with the California Department of Food and Agriculture a detailed statement of ASSOCIATION'S operations in the previous fiscal year. The statement shall comply with provisions of Section 4505 of the Food and Agricultural Code, standards required by the California Department of Food and Agriculture, and other applicable laws.

### 7. DEPOSITS AND EXPENDITURES

ASSOCIATION shall retain and use all monies received by it from the conduction of said FAIR and from the use, possession, and management of FAIRGROUNDS and shall pay therefrom all expenses incurred in connection with its use, possession, and management.

COUNTY shall comply with Food and Agricultural Code section 4481 for any state money apportioned to COUNTY for FAIR.

### 8. AWARDS AND PREMIUMS

ASSOCIATION shall pay all premiums awarded by the judges at FAIR, subject to the prior approval of the premium list by the California Department of

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Food and Agriculture and the necessary apportionment and disbursement of the required funds by the State of California to COUNTY, provided that:

A. All premium awards are made in accordance with a published premium list approved by the California Department of Food and Agriculture, as aforesaid, and applicable rules and regulations of the California Department of Food and Agriculture;

B. Certification of the awards of said premiums by said judges has been duly and regularly made and presented to ASSOCIATION; and

C. State of California, Department of Food and Agriculture, Fairs and Expositions Branch, its officers, agents, employees, and servants shall not be liable for premiums paid or not paid or awards made or not made.

### 9. RECORDS AND ACCOUNTS

ASSOCIATION shall prepare and maintain accurate and complete records in accordance with applicable state laws and regulations. On or before August 1 of each year, ASSOCIATION will complete an itemized statement of all receipts and disbursements resulting from activities conducted by ASSOCIATION on FAIRGROUNDS during the previous fiscal year (July 1 of the previous year through June 30 of the current year). ASSOCIATION hereby agrees that all contracts, receipts, disbursements and other financial documents pertaining to said management and control of the FAIR and FAIRGROUNDS shall be subject to examination by COUNTY, the California Department of Food and Agriculture, and the State Department of Finance. All contracts, receipts, disbursements and other financial documents pertaining to said management and control of the FAIR and FAIRGROUNDS shall be provided to COUNTY in a digital format when requested. COUNTY may request paper reproductions of statements, relevant accounts and records used to support ASSOCIATION'S said annual itemized statement. ASSOCIATION shall make these items available within thirty (30) days of such request by COUNTY.

### 10. AUDIT

ASSOCIATION shall cause to be conducted an independent annual fiscal review as required by the California Department of Food and Agriculture for FEF money, and an independent financial audit every fifth year. ASSOCIATION shall forward the annual fiscal review each year, to the Department of Food and Agriculture,

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Fairs and Expositions Branch, and certify the financial viability of ASSOCIATION and the fair it conducts. Pursuant to Business and Professions Code Section 19638, the books and records of ASSOCIATION shall be subject to audit by the Department of Finance, at the discretion of the Department of Finance.

### 11. ADDITIONAL APPROPRIATIONS UNDER SECTION 19630 OF THE BUSINESS AND PROFESSIONS CODE

ASSOCIATION and COUNTY agree that, with respect to the commitment or expenditure of any funds allocated by the California Department of Food and Agriculture pursuant to section 19630 of Business and Professions Code or by any other authority, procedures applicable to COUNTY with respect to purchases and contracts shall be followed.

### 12. LIMITATION OF CONDUCT OF OTHER FAIRS

During the period of this Agreement, ASSOCIATION, during the period of said FAIR (which is defined as annual County Fair, as opposed to other events), will not engage in the conduct or operation in Humboldt County of any other fair, exposition, or contest. For avoidance of doubt, the ASSOCIATION may freely engage in the conduct or operation in Humboldt County of any fair, exposition, or contest after acquiring the appropriate permits during the remaining period of the year when the annual FAIR is not ongoing.

### 13. ASSOCIATION / INDEPENDENT CONTRACTOR

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

### 14. CONTRACTS ENTERED INTO BY ASSOCIATION

The Board of Directors of ASSOCIATION may delegate to ASSOCIATION'S General Manager the authority to execute any contracts pertaining to the FAIR, or FAIRGROUNDS, in accord with this Agreement, without prior approval of the Board, if the contract does not involve the receipt or expenditure of more than Twenty-five Thousand Dollars (\$25,000.00).

### 15. MODIFICATIONS

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ASSOCIATION shall not make any changes or modifications to FAIRGROUNDS or structures without obtaining COUNTY'S prior written consent, which shall not be unreasonably withheld, except that ASSOCIATION may make modifications which do not cost more than \$25,000.00 without obtaining COUNTY'S prior consent. Should ASSOCIATION request consent for a modification, COUNTY'S failure to respond to that request within 10 business days shall be deemed consent by COUNTY. Except as otherwise agreed upon in writing or required by this Lease, any changes or modifications made by ASSOCIATION shall be at ASSOCIATION's sole expense, except for funds received by ASSOCIATION from other sources. Any construction, improvement, maintenance or repair work on FAIRGROUNDS may be subject to provisions of Section 22030 et seq. of the Public Contract Code (public works contracts and bidding requirements) to the extent said law may be applicable to lessees of public property.

### 16. SUBCONTRACTORS

Should ASSOCIATION subcontract any portion of the work to be performed under this Agreement, said SUBCONTRACTORS shall be required by ASSOCIATION to:

A. Enter into a written contract with ASSOCIATION acknowledging that no employee/employer relationship exists between ASSOCIATION and SUBCONTRACTOR and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to SUBCONTRACTOR through ASSOCIATION or COUNTY.

B. Hold harmless and to indemnify, defend, and save harmless ASSOCIATION and COUNTY, Board of Directors of ASSOCIATION, County of Humboldt Board of Supervisors, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation who may be injured or damaged by SUBCONTRACTOR in the performance of this Agreement.

### 17. PREVAILING WAGES

ASSOCIATION acknowledges and agrees that all work on physical modifications required to be performed as a condition precedent to the commencement of the term of this Agreement, or any such future work performed by ASSOCIATION at the request of COUNTY, shall be governed by, and

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performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770 et seq.). These provisions are not applicable to modifications costing not more than One Thousand Dollars (\$1,000.00).

Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the Humboldt County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Agreement for each craft, classification, or type of workman needed to execute the aforesaid structural modifications from the director of the State Department of Industrial Relations. ASSOCIATION herein agrees that ASSOCIATION shall post, or cause to be posted, a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Copies of said prevailing wage rates may be obtained from the California Department of Industrial Relations.

Except as expressly set forth in this Agreement, nothing herein is intended to grant authority for ASSOCIATION to perform construction work on space currently leased by COUNTY or for which COUNTY has entered into an agreement or amendment to the agreement.

### 18. BUILDING STANDARDS AND COMPLIANCE WITH LAWS

ASSOCIATION covenants and warrants that any remodeling undertaken during the Term of this Lease will be done in accordance with all local, state, and federal laws and regulations, including but not limited to, the Americans With Disabilities Act. ASSOCIATION further agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards established locally or by the state or federal governments with respect to any such future remodeling of the Leased Premises.

Except as provided in Section 37 with respect to certain improvements, ASSOCIATION shall also comply with all applicable laws and regulations relating to the conduct of county fairs or relating to any operations or activities conducted on FAIRGROUNDS by ASSOCIATION or conducted by others with ASSOCIATION'S permission, express or implied. ASSOCIATION shall obtain all licenses or permits and pay all fees which may be required in order to conduct any such operation or activity, including, but not limited to, all costs for environmental review as may be required to comply with the California Environmental Quality Act, Public Resources Code section 21000 et seq.

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COUNTY shall have the right to terminate this Agreement if any of the above mentioned applicable laws, standards, or criteria are not complied with; provided, however, that before the COUNTY may terminate this Lease, the COUNTY shall provide written notice to the ASSOCIATION, particularly describing the breach, and providing the ASSOCIATION a period of 30-days or, if the breach is of the type or nature that cannot be reasonably cure within 30-days, a reasonable period to cure the breach.

### 19. SMOKING

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

### 20. MAINTENANCE AND REPAIR OF FAIRGROUNDS

Except as provided in Section 37 with respect to certain improvements, ASSOCIATION agrees to maintain FAIRGROUNDS and all facilities and improvements located thereon in a good state of repair and to make all necessary repairs to such FAIRGROUNDS, facilities, and improvements, and agrees to bear, assume, pay, and discharge all expenses and obligations incurred by it in connection with said FAIR and FAIRGROUNDS facilities and improvements. All such expenses and obligations shall be paid by ASSOCIATION from its own funds, except that ASSOCIATION may use the following funds to pay and discharge such expenses and obligations:

Such sum as COUNTY may allocate for work in advance of holding FAIR and other purposes incidental to the plans and preparation of FAIR;

Such sums as may be appropriated by COUNTY to be used for the general conduct of the FAIR;

Such sums as have been approved for disbursement by the Board of Supervisors of COUNTY;

Such sums as have been or may be appropriated by the California Department of Food and Agriculture to COUNTY from the FEF, which said Board of Supervisors, with the consent of the California Department of Food and Agriculture, may determine to use for the purpose of said FAIR;

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Such other sums that the FAIR may obtain through grants or other allocations from sources other than the COUNTY.

### 21. HOLD HARMLESS INDEMNIFICATION

COUNTY agrees to indemnify and hold harmless the State of California, Department of Food and Agriculture, its officers, agents, employees, and servants and ASSOCIATION and its officers, directors, employees, contractors and agents from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time ASSOCIATION and/or the State of California, Department of Food and Agriculture incur such costs.

ASSOCIATION agrees to indemnify and hold harmless the State of California, Department of Food and Agriculture, its officers, agents, employees, and servants and COUNTY, its Board of Supervisors, officers, agents, and employees from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from ASSOCIATION'S negligence, intentional acts, violation of county, municipal, federal and/or state laws or regulations, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY and/or the State of California, Department of Food and Agriculture incur such costs.

### 22. INSURANCE

ASSOCIATION shall, at its own expense and for the life of this Agreement, obtain and maintain policies of insurance for:

Comprehensive General Liability Insurance (broad form endorsement) , including public liability, premises operation, contractual liability, with minimum limits of \$5,000,000.00 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.

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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.

Workers' Compensation Insurance as required by law covering all its employees and volunteers.

ASSOCIATION shall, throughout the period of this Agreement, maintain any other 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.

COUNTY reserves the right to obtain complete copies of the original insurance policies, if the County Risk Manager desires to do so.

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

This Agreement shall not be executed by COUNTY until certificates or other sufficient proof that these insurance provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.

### 23. USER/ CONCESSIONAIRE INSURANCE

ASSOCIATION shall require any USER/ CONCESSIONAIRE using FAIRGROUNDS to provide the following insurance, as applicable to their use, at their own expense and for the term of their use:

A. Comprehensive General Liability Insurance (broad form endorsement) including public liability, products liability, premises operation, contractual liability,

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liquor legal liability or host liquor liability, fire legal liability, with a minimum of \$1,000,000.00 combined single limit.

B. Comprehensive Auto Liability for all owned, non-owned and hired vehicles covering all bodily injury and property damage incurred during the performance of their use of FAIRGROUNDS with the minimum coverage of \$1,000,000.00 per accident combined single limit.

C. Workers' Compensation Insurance, as required by law, covering all contractors, employees, and volunteers.

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 the following:

1. Name COUNTY and ASSOCIATION as "additional insured".

2. Shall constitute primary insurance as to the COUNTY, its Board of Supervisors, officers, agents, and employees and ASSOCIATION so that any other policies held by COUNTY or ASSOCIATION shall not contribute to any loss under said insurance policies.

3. USER/CONCESSIONAIRE is not entitled to any rights unless Certificates of Insurance or other sufficient proof that the above-mentioned insurance is in effect and the provisions complied with. Such certificate(s) or other proof shall be on file with ASSOCIATION.

### 24. NUCLEAR FREE CLAUSE

ASSOCIATION certifies by its signature below that ASSOCIATION is not a nuclear weapons contractor, in that ASSOCIATION 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 County Ordinance. ASSOCIATION agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if ASSOCIATION becomes a nuclear weapons contractor.

### 25. ASSOCIATION'S DEFAULT

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ASSOCIATION shall be in default of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by COUNTY to ASSOCIATION.

If the default cannot reasonably be cured within thirty (30) days, ASSOCIATION shall not be in default of this Agreement if ASSOCIATION commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

COUNTY, at any time after ASSOCIATION commits a default, and following expiration of the cure period stated above, can cure the default at ASSOCIATION'S cost. If COUNTY at any time, by reason of ASSOCIATION'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due immediately from ASSOCIATION to COUNTY at the time the sum is paid, and if paid at a later date, shall bear interest at the rate of 10% from the date the sum is paid by COUNTY until COUNTY is reimbursed by ASSOCIATION.

If ASSOCIATION fails to cure the default, COUNTY shall have the right to terminate this Agreement.

### 26. TERMINATION

Except as otherwise provided, and except during the FAIR period or any period leading up to the FAIR period where the FAIR has been substantially planned, either party may terminate this Agreement, upon seven (7) days written notice to the other party and the California Department of Food and Agriculture, for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. The making of any general assignment for the benefit of creditors by either party.
- B. The failure of either party to pay promptly when due all undisputed charges, fees, or other payments in accordance with this Agreement.
- C. The failure of either party to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations, except to the extent provided in the third paragraph of Section 37, below.
- D. The continued violation/breach of any of the provisions of this Agreement by

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either party after being given at least thirty (30) business days to cure the breach/violation.

E. Intentionally supplying false or misleading information or misrepresenting any material fact relative to this Agreement by either party, or intentional failure to make full disclosure on financial statement or other documents.

By the effective date of termination, ASSOCIATION shall return to the COUNTY any state funds, with an accounting, that were allocated to the COUNTY by the California Department of Food and Agriculture and that may be in the possession of the ASSOCIATION at the time of termination and not otherwise committed for an authorized use that predates the termination. COUNTY shall return the state funds with the accounting to the California Department of Food and Agriculture within ten (10) days following the date of termination.

### 27. DESTRUCTION OF PREMISES

In the event the FAIRGROUNDS premises, facilities, or improvements are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, ASSOCIATION reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

In the event that the FAIRGROUNDS premises, facilities or improvements are destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this Agreement. Such option shall be exercised by COUNTY by notice in writing to ASSOCIATION within thirty (30) days following the date of ASSOCIATION'S written notice of loss. COUNTY'S option to rebuild shall not constitute a waiver of ASSOCIATION'S right to terminate this Agreement, as provided in this Section (27).

### 28. SURRENDER OF PREMISES

At the termination of this Agreement, ASSOCIATION shall surrender the leased Premises to COUNTY in good condition and repair, except for normal wear and tear.

### 29. POSSESSORY INTEREST

This Agreement may create a possessory interest, as described in Section 107 et seq. of the Revenue and Taxation Code of the State of California in tax exempt property. If such an interest is created, it may be subject to property taxation and the party in whom the possessory interest is vested may be subject to the payment of taxes on such interest.

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30. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party 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 actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

ASSOCIATION:

Humboldt County Fair Association  
1250 5th Street  
Ferndale, CA 95536

DEPARTMENT OF FOOD AND AGRICULTURE:

Fairs and Expositions Branch  
Attention: Director of Marketing Services  
1220 N Street  
Sacramento, CA 95814

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 5th Street, Room 131  
Eureka, CA 95501

31. ASSIGNMENT

This Agreement shall not be assigned by either party without the written consent of the other party.

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### 32. AGREEMENT MODIFICATION

This Agreement may be modified only by subsequent written agreement signed by COUNTY and ASSOCIATION and approved by the California Department of Food and Agriculture.

### 33. WAIVER OF BREACH

The waiver by either party of any breach of any provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

### 34. REMEDY FOR BREACH

In the event of breach of this Agreement by ASSOCIATION, COUNTY shall have all rights and remedies provided by law, including those set forth in California Civil Code Section 1951.2.

### 35. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

### 36. JURISDICTION AND APPLICABLE LAWS

This Agreement shall be construed under the Laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by Court order pursuant to Code of Civil Procedure sections 394 and 395.

### 37. ADA COMPLIANCE

ASSOCIATION agrees to make all necessary repairs and remodeling to FAIRGROUNDS to bring it into compliance with the Americans with Disabilities Act (ADA) all barriers specified in the Department of Justice Consent Decree contained in Exhibit D on or before June 30, 2023. All such repairs and remodeling shall be at ASSOCIATION'S sole cost and expense.

Upon receipt of an ADA or accessibility complaint, ASSOCIATION further agrees to reasonable resolve all ADA complaint received relating to the use and

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operations of the FAIRGROUNDS including without limitation performing all necessary repairs and remodeling to remove complaint identified barriers and/or modify ASSOCIATION's policies and/or procedures within a reasonable time period and/or provided by law.

For the avoidance of doubt, the ASSOCIATION shall not be in default of any provision of this Agreement by reason of any alleged non-compliance with the ADA or other disability access laws or regulations until the ASSOCIATION shall have failed to make the repairs and remodeling to FAIRGROUNDS required by this Section 37 by the completion date set forth in this Section 37.

### 38. PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST

The Premises have undergone an initial inspection by a Certified Access Specialist (CASp). ASSOCIATION acknowledges and agrees that a copy of the CASp report was provided to ASSOCIATION at least forty-eight (48) hours prior to the execution of this Agreement and that the information in the CASp report shall remain confidential, except as necessary for the ASSOCIATION to complete repairs and corrections of violations of construction-related accessibility standards that the ASSOCIATION agrees to make. COUNTY will provide to ASSOCIATION a copy of disability access inspection certificate for the Premises within thirty (30) days from the COUNTY'S receipt of the same, after all repairs and corrections have been completed by the ASSOCIATION.

### 39. STATE DEPARTMENT OF FOOD AND AGRICULTURE

It is understood and agreed that this Agreement shall not go into effect unless it is approved by the California Department of Food and Agriculture, Fairs and Expositions Branch.

### 40. NO THIRD PARTY BENEFICIARIES

It is understood and agreed that this Agreement shall not inure to the benefit of persons or entities other than the parties to this Agreement (i.e., the ASSOCIATION, the COUNTY, and the DEPARTMENT OF FOOD AND AGRICULTURE). Accordingly, it is the intent of the parties hereto that there are no third party beneficiaries to this Agreement and that the provisions of this agreement may be enforced only by the parties to the Agreement.

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### 41. COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

[Signatures on Following Page]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first written above.

ASSOCIATION:  
HUMBOLDT COUNTY FAIR ASSOCIATION

SIGNED: Richard Conroy

NAME: Richard Conroy

TITLE: General Manager

COUNTY:  
COUNTY OF HUMBOLDT  
BOARD OF SUPERVISORS

(SEAL)

SIGNED: Estelle Fennell

NAME: Estelle Fennell

TITLE: Chair Board of Supervisors

ATTEST:

[Signature]  
CLERK OF THE BOARD

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

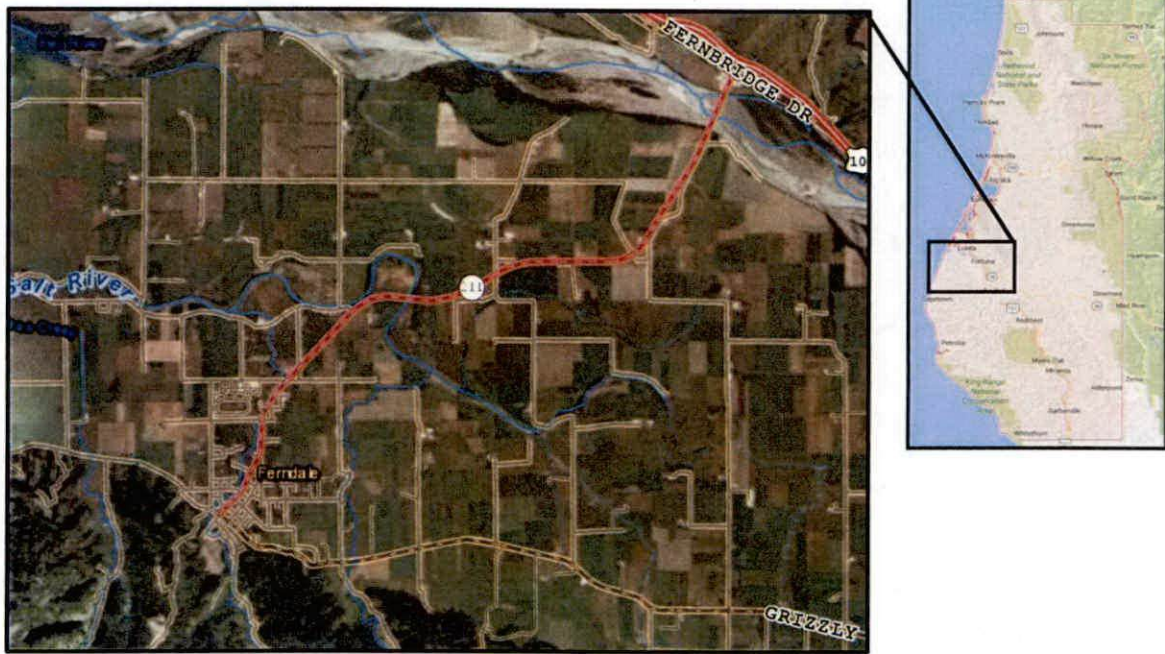
SIGNED: Arturo Barajas

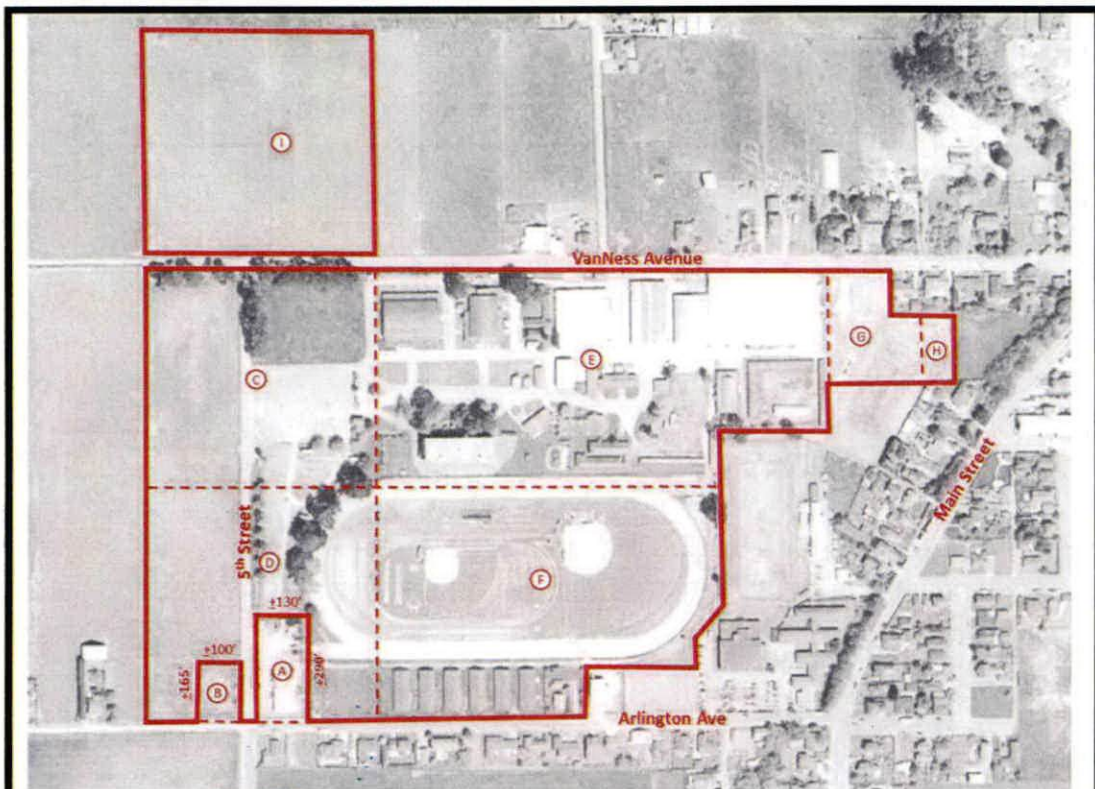
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exhibit A

AREA MAP





**Legend:**

————— Lease Area Boundary

- - - - - Assessor Parcel line

- (A) Lease Exclusion: Humboldt County Public Works Road Maintenance Barn (Portion APN 030-021-003)
- (B) Lease Exclusion: Humboldt County Public Works Road Maintenance Barn (Portion APN 030-021-003)
- (C) APN 030-011-003
- (D) APN 030-021-003 (Portion)
- (E) APN 030-071-001
- (F) APN 030-081-006
- (G) APN 030-112-017
- (H) APN 030-112-020
- (I) APN 100-181-003



Humboldt County  
 Department of Public Works  
 Facilities Management Division  
 1106 Second Street  
 Eureka, CA 95501

**Exhibit A**

**Ferndale Fairgrounds Lease Area**

By: R.W. Bronkall

Date: 04/07/2020

Page 1 of 1

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**Exhibit B**

**Brown Act and California Public Records Act**

WHEREAS, the Parties acknowledge and agree that the conduct and operation of the FAIR is for the benefit and enjoyment of the public, and, to that end, the parties hereto desire to promote transparency in the conduct and operation of the FAIR;

WHEREAS, the ASSOCIATION contends that, by virtue of its status as California private nonprofit corporation and a lessee of public property, it is not required to comply with the Ralph M. Brown Act (Government Code section 54950 et seq.) because it is not a "local agency", as that term is defined in section 54951 of the Government Code, and the ASSOCIATION's Board of Directors is not a "legislative body", as that term is defined in section 54952 of the Government Code;

WHEREAS, the ASSOCIATION further contends that, by virtue of its status as California private nonprofit corporation and a lessee of public property, it is not required to comply with the California Public Records Act (Government Code section 6250 et seq.) because it is not a "local agency", as that term is defined in section 6252 of the Government Code;

WHEREAS, despite the foregoing and for the term of this Lease Agreement, the COUNTY and the ASSOCIATION desire to make applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.) and the California Public Records Act (Government Code section 6250 et seq.) to the ASSOCIATION's operation and management of the FAIR, as more particularly set forth below.

NOW, THEREFORE, the ASSOCIATION and the COUNTY agree as follows:

**1. APPLICATION OF THE CALIFORNIA PUBLIC RECORDS ACT**

A. Commencing on the effective date of the Term of the Lease Agreement, as defined in its Section 4, and for the term of this Lease Agreement, the ASSOCIATION shall make its "records" available for public inspection to the same extent as would otherwise be required if it were a "local agency" subject to the California Public Records Act (Government Code section 6250 et seq.), except as stated in subsection "B", below.

B. For purposes of this Section 1, an ASSOCIATION "record" subject to public inspection includes any writing containing information relating to the operations

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and governance of the FAIRGROUNDS, conduct of the FAIR or the expenditure of any public monies that is prepared, owned, used, or retained by the ASSOCIATION regardless of physical form or characteristics during the term of this Agreement. Notwithstanding the forgoing, the ASSOCIATION may withhold or redact any "record" if exempt from disclosure or inspection under California law.

C. The COUNTY agrees to provide assistance to the ASSOCIATION to meet its obligations under this Section 1 of this Addendum. In particular, COUNTY shall:

-Coordinate, through the COUNTY Administrative Office, the acceptance of and the timely response to requests for records; In particular, the COUNTY shall receive and initially "screen" requests for records directed to the ASSOCIATION by members of the public. The COUNTY shall permit requests for records to be received through the COUNTY's online portal. For purposes of this provision, the term "screen" shall mean (i) notify the ASSOCIATION of the request; (ii) in coordination with the ASSOCIATION, assist the member of the public to make a focused and effective request that reasonably describes an identifiable record or records, if necessary; (iii) in coordination with the ASSOCIATION, provide notice of the need to invoke the time extension in the event of an any unusual circumstance, as described in Government Code section 6253(c); and (iv) provide the ASSOCIATION with the screened request and the response due date.

-Assist the ASSOCIATION in preparing documents for inspection, including, but not limited to, assisting the ASSOCIATION in preparing required redactions and identifying potential exemptions; and

-Posting of responses to requests for records on the COUNTY website.

D. The Parties understand, acknowledge and agree that the obligations set forth in this Section 1 are imposed upon the ASSOCIATION solely as a contractual requirement during the term of the Agreement. Nothing in this Lease Agreement shall be construed as an acknowledgment that the ASSOCIATION is otherwise subject to any provision of the California Public Records Act (Government Code section 6250 et seq.) or a "local agency" as defined therein.

## 2. APPLICATION OF THE RALPH M. BROWN ACT

A. Commencing on the effective date of the Term of the Lease Agreement, as defined in Section 4, above, and for the term of this Agreement, the ASSOCIATION

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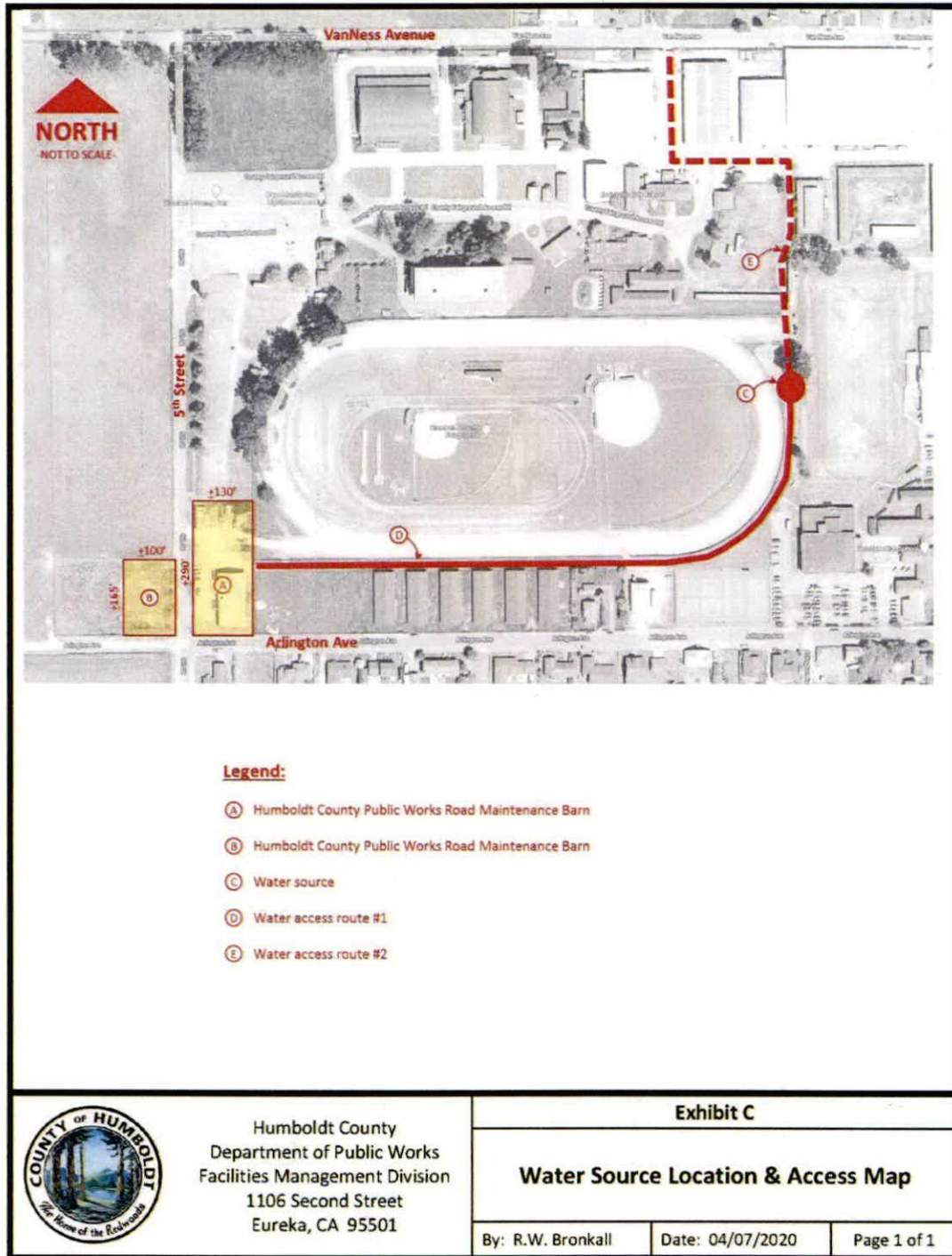
shall conduct open and public meetings as if the ASSOCIATION were a "local agency" subject to the Ralph M. Brown Act.

B. Notwithstanding anything in this Agreement to the contrary, for the avoidance of any doubt, the ASSOCIATION may conduct noticed closed session meetings where allowable in accordance with the applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

C. The COUNTY agrees to provide assistance to the ASSOCIATION to meet its obligations under this Section 2 of this Addendum. In particular, COUNTY shall assist the ASSOCIATION with the preparation and posting of agendas.

D. The Parties understand, acknowledge and agree that the obligations set forth in this Section 2 are imposed upon the ASSOCIATION solely as a contractual requirement during the term of the Agreement. Nothing in this Agreement shall be construed as an acknowledgment that the ASSOCIATION is otherwise subject to any provision of the Ralph M. Brown Act (Government Code section 54950 et seq.) or a "local agency" as defined therein.

Exhibit C



**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
1	Exterior - Parking Lot	CBC 11B-208.2 and 2010 ADAS 208.2	1B	Yes	Parking	Accessible Stall Ratio - 101-150 total stalls	Minimum of 5 accessible stalls not provided in lot/structure	108 total standard stalls with 23 stalls marked on pavement as accessible. No compliant van accessible stalls provided	-124.265915	40.58688	-22.633165
2	Exterior - Parking Lot	CBC 11B-208.3.1 and 2010 ADAS 208.3.1	1C	Yes	Parking	Location - Shortest Possible Route	Accessible stalls not located on shortest possible route to an accessible entrance	Accessible stalls not provided on shortest possible route to each accessible building entry	-124.265915	40.58688	-22.633165
3	Exterior - Parking Lot	CBC 11B-208.3.1 and 2010 ADAS 208.3.1	1D	Yes	Parking	Location - Dispersion	Accessible route not provided to dispersed stalls at various building locations	No dispersed accessible parking at fairgrounds entrance and RV Campgrounds	-124.265915	40.58688	-22.633165
4	Exterior - Parking Lot	CBC 11B-502.6 and 2010 ADAS 502.6	2A	Yes	Parking	Van Accessible Stall Sign	No sign stating "Van Accessible" posted at front of stall	New post-mounted signage provided at two stalls. 2 additional stalls require signage	-124.26489603	40.5870080273	-22.633165
5	Exterior - Parking Lot	CBC 11B-208.2.4 and 2010 ADAS 208.2.4	2B	Yes	Parking	Van Accessible Stall	No van accessible stall provided in parking lot	Two stalls designated as van accessible where min. 4 are required	-124.26489603	40.5870080273	-22.633165
6	Exterior - Parking Lot	CBC 11B-502.2 Exception	2C	Yes	Parking	Van Accessible Stall Aisle	No min. 8' wide access aisle provided at passenger's side or vehicle space is not min. 12' wide with min. 5' wide aisle on passenger's side	New van accessible stalls have no access aisle markings	-124.26489603	40.5870080273	-22.633165
7	Exterior - Parking Lot	CBC 11B-502.6 and 2010 ADAS 502.6	2E	Yes	Parking	Accessible Stall Sign - Location	No reflectorized ISA sign posted at front of stall	New van accessible signs are not reflectorized	-124.26489603	40.5870080273	-22.633165
8	Exterior - Parking Lot	CBC 11B-502.4 and 2010 ADAS 502.4	2G	Yes	Parking	Stall Slope - Existing (5.0% or more)	Accessible stall & aisle not max. 2.0% in all directions (5.0% or more)	2.2% - 7.2% slope at existing standard accessible stalls	-124.26489603	40.5870080273	-22.633165

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
9	Exterior - Parking Lot	CBC 11B.502.3.1 and 2010 ADAS 502.3.1	2I	Yes	Parking	Accessible Stall Aisle - Standard Stall	No min. 5' wide access aisle provided	No access aisle provided at standard accessible stalls	-124.26489603	40.5870080273	-22.633165
10	Exterior - Main Entrance	CBC 11B-902.3 & 11B-904.4 and 2010 ADAS 902.3 & 904.4	9A	Yes	Counters and Tables	Counter - Surface Height	No section at least 3 feet long between 28" and 34" provided at existing counter	Ticket counter is 34-1/4" high	-124.26490902	40.5869650281	6.92803
11	Exterior - Walkway to Main Office	CBC 11B-405.7.1 and 2010 ADAS 405.7.1	18	Yes	Ramps	Ramp Landing Slope (>5.0% or more)	Landing is not max. 2.0% in all directions	5.6% bottom landing slope	-124.26500097	40.5867900140	5.963123
12	Exterior - Walkway to Main Office	CBC 11B-505.2 and 2010 ADAS 505.2	19C	Yes	Ramps	Handrail - Both Sides	No handrail provided at both sides of ramp	No handrails provided on inner side of ramp	-124.26490399	40.5867389682	9.87907
13	Exterior - Walkway to Main Office	CBC 11B-505.10.1 and 2010 ADAS 505.10.1	19D	Yes	Ramps	Handrail Extension - Length	Handrail extension not min. 12" long beyond the ramp run within the level landing	Top extension extends 4" beyond ramp run	-124.26490399	40.5867389682	9.87907
14	Exterior - Walkway to Main Office	CBC 11B-405.9.2 and 2010 ADAS 405.9.2	19E	Yes	Ramps	Edge Protection - Wheel Guide Location	Wheel guide has opening greater than 4" between walking surface of ground or floor	Edge protection does not continue for the entire ramp run.	-124.26490399	40.5867389682	9.87907
15	Exterior - Walkway to Director's Office	CBC 11B-206.2.2 and 2010 ADAS 206.2.2	21A	Yes	Accessible Route - Exterior	Accessible Route - No Continuous Surface	No connecting accessible route provided	Pedestrian must travel through the parking lot and along driveway to reach the RV restrooms	-124.26497700	40.5867519602	7.114167
16	Exterior - RV Campground Walkway to Restroom	CBC 11B-403.4 and 2010 ADAS 403.4	29	Yes	Accessible Route - Exterior	Change in Level - 1/2" or Higher	Change in level greater than 1/2" in accessible route	3/4" lip in walkway surface at transition from asphalt to concrete	-124.26497	40.58662	17
17	RV Campgrounds - Women's Restroom	CBC 11B-608.5.2 and 2010 ADAS 608.5.2	33Y	Yes	RR-Showers	Roll-In Showers - Controls from Seat	Controls, faucets, and shower spray unit not installed min. 19" to max. 27" from the seat wall	The roll-in shower controls are not on the side wall	N/A	N/A	N/A

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	Consent Decree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
18	RV Campgrounds - Women's Restroom	CBC 11B-608.6 and 2010 ADAS 608.6	33Z	Yes	RR-showers	Shower Head - Adjustable	Shower spray unit cannot be used both in a fixed-position and as a hand-held shower	Fixed shower head at 70" high. No shower spray provided	N/A	N/A	N/A
19	RV Campgrounds - Women's Restroom	CBC 11B-608.2.2 and 2010 ADAS 608.2.2	33AB	Yes	RR-showers	Roll-In Showers - 30" x 60"	Shower dimension not min. 30" wide and min. 60" deep	43" wide x 55-1/2" deep	N/A	N/A	N/A
20	RV Campgrounds - Men's Restroom	CBC 11B-608.6 and 2010 ADAS 608.6	34X	Yes	RR-Showers	Shower Head - Adjustable	Shower spray unit cannot be used both in a fixed-position and as a hand-held shower	Fixed shower head at 70" high. No adjustable shower spray provided	N/A	N/A	N/A
21	RV Campgrounds - Men's Restroom	CBC 11B-608.5.2 and 2010 ADAS 608.5.2	34Y	Yes	RR-showers	Roll-In Showers - Controls from Seat	Controls, faucets, and shower spray unit not installed min. 19" to max. 27" from the seat wall	Shower controls are not on the back wall	N/A	N/A	N/A
22	RV Campgrounds - Men's Restroom	CBC 11B-608.2.2 and 2010 ADAS 608.2.2	34AA	Yes	RR-showers	Roll-In Showers - 30" x 60"	Shower dimension not min. 30" wide and min. 60" deep	43" wide x 54-1/2" deep	N/A	N/A	N/A
23	Exterior - Commercial Building Men's Restroom	CBC 11B-405.2 and 2010 ADAS 405.2	55A	Yes	Ramps	Running Slope (>9.5% or more)	Running slope exceeds 8.33% (>9.5% or more)	9.9% running slope at top of ramp run	-124.26461398	40.5874350015	4.795652
24	Exterior - Walkway to Commercial Building	CBC 11B-403.3 and 2010 ADAS 403.3	58	Yes	Accessible Route Exterior	Running Slope - Existing (5.0% - 8.2%)	Accessible route running slope exceeds 5.0% (5.0% - 8.2%)	6.8% running slope and no handrail provided	-124.26436998	40.5873520206	4.979099
25	Exterior - Commercial Bldg Women's Restroom	CBC 11B-405.2 and 2010 ADAS 405.2	74B	Yes	Ramps	Running Slope (>9.5% or more)	Running slope exceeds 8.33% (>9.5% or more)	6.5% - 9.8% running slope	-124.26392901	40.5874429643	8.685435
26	Exterior - Commercial Bldg Women's Restroom	CBC 11B-505.10.1 and 2010 ADAS 505.10.1	74D	Yes	Ramps	Handrail Extension - Length	Handrail extension not min. 12" long beyond the ramp run within the level landing	Handrail begins on ramp run	-124.26392901	40.5874429643	8.685435

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	Consent Decree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
27	Exterior - Commercial Bldg Women's Restroom	CBC 11B-505.10.1 and 2010 ADAS 505.10.1	74E	Yes	Ramps	Handrail Extension - Length	Handrail extension not min. 12" long beyond the ramp run within the level landing	7-1/2" long top extension	-124.26392901	40.587442964	8.685435
28	Commercial Building - Women's Restroom	CBC 11B-604.2 (2010 ADAS 604.2 less stringent)	75T	Yes	Restrooms	WC - Centerline	Water closet centerline not between 17" and 18" measured on center from wall	20" OC	N/A	N/A	N/A
29	Belotti Hall - Stage	CBC 11B-403.5.1 and 2010 ADAS 403.5.1	81A	Yes	Accessible Route - Interior	Clear Width - 36" Wide	Accessible route clear width is not min. 36" wide	31" wide for 15 feet	N/A	N/A	N/A
30	Belotti Hall - Stage	CBC 11B-206.2.3 and 2010 ADAS 206.2.3	81C	Yes	Stairways	Vertical Access - Lift	No form of vertical access provided at stairway to reach upper floors	No vertical access provided to stage	N/A	N/A	N/A
31	Exterior - Post Office Walkway	CBC 11B-405.7.3.1 (2010 ADAS 405.7.3 less stringent)	117B	Yes	Ramps	Ramp Landing - Bottom Landing Length (<72")	Bottom landing is not min. 72" long in the direction of downward travel	Bottom landing is dirt and not firm and stable	-124.26321496	40.587556036	7.815089
32	Exterior - Post Office Walkway	CBC 11B-405.4 and 2010 ADAS 405.4	117C	Yes	Ramps	Abrupt Change in Level	Change in level greater than 1/2"	1/2" lip at dirt to concrete transition	-124.26321496	40.587556036	7.815089
33	Exterior - Post Office Walkway	CBC 11B-405.2 and 2010 ADAS 405.2	117D	Yes	Ramps	Running Slope (>9.5% or more)	Running slope exceeds 8.33% (>9.5% or more)	21.0% running slope	-124.26321496	40.587556036	7.815089
34	Exterior - Post Office Walkway	CBC 11B-405.5 and 2010 ADAS 405.5	117E	Yes	Ramps	Clear Width	Pedestrian route is not min. 48" wide between handrails (handrails may protrude max. 7")	44-1/4" clear width between handrails	-124.26321496	40.587556036	7.815089
35	Exterior - Post Office Walkway	CBC 11B-505.2 and 2010 ADAS 505.2	117F	Yes	Ramps	Handrail - Both Sides	No handrail provided at both sides of ramp	Ramp lacks handrails at both sides	-124.26321496	40.587556036	7.815089
36	Exterior - Post Office Walkway	CBC 11B-405.9.2 and 2010 ADAS 405.9.2	117G	Yes	Ramps	Edge Protection - Barrier or Wheel Guides	No uninterrupted, continuous curb or wheel guide provided along entire ramp surface	No uninterrupted barrier provided at handrail bottom edge centered at 4"	-124.26321496	40.587556036	7.815089

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	Consent Decree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
37	Exterior - Post Office Walkway	CBC 11B-405.7.2.1 (2010 ADAS 405.7.2 less stringent)	117H	Yes	Ramps	Ramp Landing - Top Landing Width (<60")	Top landing is not min 60" wide	44-1/4" top landing width x 60" long	-124.26321496	40.5875560361	7.815089
38	Exterior - Post Office Walkway	CBC 11B-405.7.5 and 2010 ADAS 405.7.5	117I	Yes	Ramps	Door within Ramp Landing	Door within landing reduces maneuvering clearance by more than 3" or remaining clear width is less than 42"	Landing with door swing.	-124.26321496	40.5875560361	7.815089
39	Exterior - Museum Entrance	CBC 11B-216.4.3 and 2010 ADAS 216.6 Advisory	130A	Yes	Signage	ISA Directional Sign - Route	No directional signage provided where accessible route diverges from main route	No ISA sign at accessible ramp	-124.26313600	40.5875530187	5.868289
40	Exterior - Museum Entrance	CBC 11B-405.7.1 and 2010 ADAS 405.7.1	130B	Yes	Ramps	Ramp Landing Slope (3.1% to 4.0%)	Landing is not max. 2.0% in all directions	3.1% top landing slope and the surface at the bottom landing also had overgrown foliage	-124.26313600	40.5875530187	5.868289
41	Exterior - Museum Entrance	CBC 11B-505.10 Exception 3	130C	Yes	Ramps	Handrail Extension - 90° Turn (Pre-ADA 1992)	Handrail extension does not extend beyond the ramp run within the level landing	Handrail extension turns 90° to avoid protrusion into path of travel	-124.26313600	40.5875530187	5.868289
42	Exterior - Museum Entrance	CBC 11B-505.10.1 and 2010 ADAS 505.10.1	130D	Yes	Ramps	Handrail Extension - Length	Handrail extension not min. 12" long beyond the ramp run within the level landing	No top extension provided	-124.26313600	40.5875530187	5.868289
43	Exterior - Museum Entrance	CBC 11B-505.10.1 and 2010 ADAS 505.10.1	130E	Yes	Ramps	Handrail Extension - Length	Handrail extension not min. 12" long beyond the ramp run within the level landing	Bottom extension does not begin at end of ramp run	-124.26313600	40.5875530187	5.868289
44	Exterior - Museum Entrance	CBC 11B-405.9.2 and 2010 ADAS 405.9.2	130F	Yes	Ramps	Edge Protection - Barrier or Wheel Guides	No uninterrupted, continuous curb or wheel guide provided along entire ramp surface	No uninterrupted barrier provided at handrail bottom edge centered at 4"	-124.26313600	40.5875530187	5.868289

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
45	Exterior - Museum Covered Walkway	CBC 11B-403.5.1 Exception 3 and Caltrans Highway Design Manual 105.2	132	Yes	Accessible Route Exterior	Clear Width - Accessible Route with Obstruction	Accessible route is not min. 48" wide where an obstruction exists, excluding the curb	31-1/2" clear width due to bench	-124.263717	40.587648	45
46	Exterior - Museum Covered Walkway	CBC 11B-403.3 and 2010 ADAS 403.3	133A	Yes	Accessible Route Exterior	Cross Slope - Existing (3.1% to 4.0%)	Cross slope exceeds 2.0% (3.1% to 4.0%)	3.5% cross slope	-124.26299	40.58762	45
47	Exterior - Museum Covered Walkway	CBC 11B-303.5	133C	Yes	Accessible Route Exterior	Edge Protection - Drop > 4"	Accessible route lacks min. 6" high barrier between walking surface and drop off greater than 4" high	8" high drop off at covered walkway	-124.26299	40.58762	45
48	Exterior - Museum Covered Walkway	CBC 11B-403.5.1 Exception 3 and Caltrans Highway Design Manual 105.2	134A	Yes	Accessible Route Exterior	Clear Width - Accessible Route with Obstruction	Accessible route is not min. 48" wide where an obstruction exists, excluding the curb	Foliage reduces accessible route	-124.26285	40.58762	45
49	Exterior - Museum Covered Walkway	CBC 11B-302.2 and 2010 ADAS 302.2	134B	Yes	Accessible Route Exterior	Carpet/Rug/Door Mat	Carpet/rug not anchored to floor (possible trip hazard)	Carpet/rug creates tripping hazard	-124.26285	40.58762	45
50	Exterior - Museum Covered Walkway	CBC 11B-403.3 and 2010 ADAS 403.3	136	Yes	Accessible Route Exterior	Cross Slope - Existing (4.1% to 4.9%)	Cross slope exceeds 2.0% (4.1% to 4.9%)	4.9% cross slope	-124.26281	40.58765	37
51	Exterior - Museum Covered Walkway	CBC 11B-403.2 and 2010 ADAS 403.2	137B	Yes	Accessible Route Exterior	Surface Condition - Firm, Stable and Slip-resistant	Accessible route surface is not firm and stable (cracked, broken or loose soil, etc.)	The wooden walking surface has 1" holes	-124.26286	40.5877	33
52	Exterior - Museum Covered Walkway	CBC 11B-302.2 and 2010 ADAS 302.2	138A	Yes	Accessible Route Exterior	Carpet/Rug/Door Mat	Carpet/rug not anchored to floor (possible trip hazard)	Carpet/rug creates tripping hazard	-124.26287	40.58772	34
53	Exterior - Museum Covered Walkway	CBC 11B-405.2 and 2010 ADAS 405.2	138G	Yes	Ramps	Running Slope (>9.5% or more)	Running slope exceeds 8.33% (>9.5% or more)	15% running slope	-124.26287	40.58772	34

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	Consent Decree	BarrierArea	BarrierType	Description	AsBultDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
54	Sweet Basil Bistro - Dining Room	CBC 11B-404.2.5 and 2010 ADAS 404.2.5	141E	Yes	Doors or Gates	Threshold (replacement)	Door/Gate threshold height exceeds 1/2" with a bevel	7/8" high threshold	N/A	N/A	N/A
55	Exterior - Friendship Square	CBC 11B-405.7.3.1 (2010 ADAS 405.7.3 less stringent)	143A	Yes	Ramps	Ramp Landing - Bottom Landing Length (<72")	Bottom landing is not min. 72" long in the direction of downward travel	No bottom landing provided	-124.263078	40.587774	8.42207
56	Exterior - Friendship Square	CBC 11B-405.2 and 2010 ADAS 405.2	143B	Yes	Ramps	Running Slope (>9.5% or more)	Running slope exceeds 8.33% (>9.5% or more)	14.2% running slope	-124.263078	40.587774	8.42207
57	Exterior - Friendship Square	CBC 11B-405.3 and 2010 ADAS 405.3	143C	Yes	Ramps	Cross Slope (3.1% to 4.0%)	Cross slope exceeds 2.0% (3.1% to 4.0%)	3.2% cross slope	-124.263078	40.587774	8.42207
58	Exterior - Friendship Square	CBC 11B-405.4 and 2010 ADAS 405.4	143D	Yes	Ramps	Abrupt Change in Level	Change in level greater than 1/2"	1-1/4" lip in ramp surface	-124.263078	40.587774	8.42207
59	Exterior - Friendship Square	CBC 11B-405.9.2 and 2010 ADAS 405.9.2	143E	Yes	Ramps	Edge Protection - Barrier or Wheel Guides	No uninterrupted, continuous curb or wheel guide provided along entire ramp surface	No uninterrupted barrier provided at handrail bottom edge centered at 4"	-124.263078	40.587774	8.42207
60	Exterior - Friendship Square	CBC 11B-405.7.1 and 2010 ADAS 405.7.1	143F	Yes	Ramps	Ramp Landing Slope (2.1% to 3.0%)	Landing is not max. 2.0% in all directions	Intermediate landing 2.6% slope	-124.263078	40.587774	8.42207
61	Exterior - Friendship Square	CBC 11B-505.2 and 2010 ADAS 505.2	143H	Yes	Ramps	Handrail - Both Sides	No handrail provided at both sides of ramp	Ramp lacks handrails at both sides	-124.263078	40.587774	8.42207
62	Exterior - Friendship Square	CBC 11B-505.10.1 and 2010 ADAS 505.10.1	143I	Yes	Ramps	Handrail Extension - Length	Handrail extension not min. 12" long beyond the ramp run within the level landing	No top and bottom extension	-124.263078	40.587774	8.42207
63	Exterior - Friendship Square N Walkway	CBC 11B-216.3 and 2010 ADAS 216.3	144	Yes	Signage	ISA Directional Sign - Non-accessible Entrance	No ISA directional sign posted indicating location/route to accessible entry	ISA sign provided is damaged and propped up against building on the ground	-124.263132	40.587898	6.247538
64	Judging Pavilion	CBC 11B-404.2.5 and 2010 ADAS 404.2.5	160B	Yes	Doors or Gates	Threshold (replacement)	Door/Gate threshold height exceeds 1/2" with a bevel	3/4" high threshold	N/A	N/A	N/A

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
65	Judging Pavilion	CBC 11B-221.2 and 2010 ADAS 221.2	1600	Yes	Assembly Areas	Bleacher Ratio - 51 to 300	Where 51 to 300 seats exist, 4 wheelchair spaces not provided	No wheelchair seating locations or companion seating are provided.	N/A	N/A	N/A
66	Dairy Barn	CBC 11B-404.2.5 and 2010 ADAS 404.2.5	161D	Yes	Doors or Gates	Threshold (replacement)	Door/Gate threshold height exceeds 1/2" with a bevel	Door landing has 1-1/2" high lip	N/A	N/A	N/A
67	Dairy Barn	CBC 11B-404.2.4.4 and 2010 ADAS 404.2.4.4	161E	Yes	Doors or Gates	Door/Gate Landing - Slope > 5.0%	Door/Gate landing is not level on both sides of door (> 5.0%)	5.3% door landing slope	N/A	N/A	N/A
68	Covered Arena	CBC 11B-405.2 and 2010 ADAS 405.2	179G	Yes	Ramps	Running Slope (>9.5% or more)	Running slope exceeds 8.33% (>9.5% or more)	11.4% running slope in wooden ramp	N/A	N/A	N/A
69	Covered Arena	CBC 11B-405.5 and 2010 ADAS 405.5	179H	Yes	Ramps	Clear Width	Pedestrian route is not min. 48" wide between handrails (handrails may protrude max. 7")	44-1/2" clear width between handrails	N/A	N/A	N/A
70	Covered Arena	CBC 11B-405.7.3 and 2010 ADAS 405.7.3	179I	Yes	Ramps	Ramp Landing - Top Landing Length (<60")	Top landing is not min 60" long	48" long	N/A	N/A	N/A
71	Covered Arena	CBC 11B-505.2 and 2010 ADAS 505.2	179J	Yes	Ramps	Handrail - Both Sides	No handrail provided at both sides of ramp	Ramp lacks handrails at both sides	N/A	N/A	N/A
72	Covered Area - Seating Area 1	CBC 11B-221.2 and 2010 ADAS 221.2	180C	Yes	Assembly Areas	Bleacher Ratio - 51 to 300	Where 51 to 300 seats exist, 4 wheelchair spaces not provided	Bleacher seating does not have wheelchair accessible seating with fixed companion seating	N/A	N/A	N/A
73	Covered Area - Seating Area 1	CBC 11B-221.4 and 2010 ADAS 221.4	180D	Yes	Assembly Areas	Transfer Seat (ADA Designated Aisle Seats)	No transfer or aisle seats provided (5% of total required)	No transfer seats provided	N/A	N/A	N/A
74	Covered Area - Seating Area 1	CBC 11B-221.6 and 11B-802.5	180E	Yes	Assembly Areas	Semi-Ambulant Seat	At least 2 semi-ambulant seats with min. 24" leg space not provided (or min. 1%)	No semi-ambulant seats provided on an accessible route	N/A	N/A	N/A

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
75	Covered Area - Seating Area 1	CBC 11B-221.2.2 and 2010 ADAS 221.2.2	180F	Yes	Assembly Areas	Integrated Seating	Accessible seating provided is not integrated into typical seating	No integrated seating provided	N/A	N/A	N/A
76	Covered Area - Seating Area 1	CBC 11B-219.2	180G	Yes	Assembly Areas	Assistive Listening System	No assistive listening system for room with more than 50 seats	No system provided	N/A	N/A	N/A
77	Covered Area - Seating Area 2	CBC 11B-221.2 and 2010 ADAS 221.2	181L	Yes	Assembly Areas	Bleacher Ratio - 301 to 500	Where 301 to 500 seats exist, 6 wheelchair companion seats not provided	Bleacher seating does not have wheelchair accessible seating with fixed companion seating	N/A	N/A	N/A
78	Covered Area - Seating Area 2	CBC 11B-221.4 and 2010 ADAS 221.4	181M	Yes	Assembly Areas	Transfer Seat (ADA Designated Aisle Seats)	No transfer or aisle seats provided (5% of total required)	No transfer seats provided	N/A	N/A	N/A
79	Covered Area - Seating Area 2	CBC 11B-221.6 and 11B-802.5	181N	Yes	Assembly Areas	Semi-Ambulant Seat	At least 2 semi-ambulant seats with min. 24" leg space not provided (or min. 1%)	No semi-ambulant seats provided on an accessible route	N/A	N/A	N/A
80	Covered Area - Seating Area 2	CBC 11B-221.2.2 and 2010 ADAS 221.2.2	181O	Yes	Assembly Areas	Integrated Seating	Accessible seating provided is not integrated into typical seating	No integrated seating provided	N/A	N/A	N/A
81	Exterior - Walkway to Grandstand	CBC 11B-305.2 and 2010 ADAS 305.2	203	Yes	Counters and Tables	Counter - Landing Slope	Ground or walking surface slope exceeds 2.0%	18.9% slope in built-up ramp at service window	-124.264233	40.586662	7.437092
82	Exterior - Walkway to Grandstand	CBC 11B-902.3 & 11B-904.4 and 2010 ADAS 902.3 & 904.4	204A	Yes	Counters and Tables	Counter - Surface Height	No section at least 3 feet long between 28" and 34" provided at existing counter	46-1/2" high	-124.26414803	40.5866279918	7.437092
83	Exterior - Walkway to Grandstand	CBC 11B-403.3 and 2010 ADAS 403.3	205	Yes	Accessible Route Exterior	Cross Slope - Existing (4.1% to 4.9%)	Cross slope exceeds 2.0% (4.1% to 4.9%)	4.1% cross slope	-124.26422397	40.586638972	3.452484
84	Grandstand - W Stairway	CBC 11B-206.2.3 and 2010 ADAS 206.2.3	206F	Yes	Stairways	Vertical Access	No form of vertical access provided at stairway to reach upper floors	Stairs to seating area have no form of vertical access.	N/A	N/A	N/A
85	Grandstand - Seating Area	CBC 11B-221.2 and 2010 ADAS 221.2	207A	Yes	Assembly Areas	Seating Ratio - 301 to 500	Where 301 to 500 seats exist, 6 wheelchair spaces not provided	2250 seats provided and No wheelchair seating and no companion seating provided	N/A	N/A	N/A

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBultDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
86	Grandstand - Seating Area	CBC 11B-221.2.2 and 2010 ADAS 221.2.2	207B	Yes	Assembly Areas	Integrated Seating	Accessible seating provided is not integrated into typical seating	No integrated seating	N/A	N/A	N/A
87	Grandstand - Seating Area	CBC 11B-221.4 and 2010 ADAS 221.4	207D	Yes	Assembly Areas	Transfer Seat (ADA Designated Aisle Seats)	No transfer or aisle seats provided (5% of total required)	No transfer or aisle seats provided	N/A	N/A	N/A
88	Grandstand - Seating Area	CBC 11B-221.6 and 11B-802.5	207E	Yes	Assembly Areas	Semi-Ambulant Seat	At least 2 semi-ambulant seats with min. 24" leg space not provided (or min. 1%)	No ISA sign at semi-ambulant seats	N/A	N/A	N/A
89	Grandstand - Seating Area	CBC 11B-403.4 and 2010 ADAS 403.4	207G	Yes	Accessible Route Exterior	Change in Level - 1/2" or Higher	Change in level greater than 1/2" in accessible route	1/2" lip in walkway surface	N/A	N/A	N/A
90	Grandstand - Men's Restroom	CBC 11B-307.2 and 2010 ADAS 307.2	208C	Yes	Stairways	Handrail Extension - Protruding Object	Handrail extension protrudes into path of travel above 27" from ground or floor surface	Bottom extension protrudes 31" at 35" high	N/A	N/A	N/A
91	Exterior - Grandstand Walkway to Concessions Stand	CBC 11B-403.3 and 2010 ADAS 403.3	210	Yes	Accessible Route Exterior	Cross Slope - Existing (4.1% to 4.9%)	Cross slope exceeds 2.0% (4.1% to 4.9%)	4.1% cross slope	-124.2642	40.58646	30
92	Exterior - Grandstand Walkway to Concessions Stand	CBC 11B-403.3 and 2010 ADAS 403.3	211	Yes	Accessible Route Exterior	Cross Slope - Existing (5.0% or more)	Cross slope exceeds 2.0% (5.0% or more)	5.3% cross slope	-124.26414	40.58645	26
93	Exterior - Grandstand Walkway to Concessions Stand	CBC 11B-403.3 and 2010 ADAS 403.3	212A	Yes	Accessible Route Exterior	Running Slope - Existing (8.3% or more)	Accessible route running slope exceeds 5.0% (8.3% or more)	11.1% running slope	-124.26411	40.58649	15
94	Exterior - Grandstand Walkway to Concessions Stand	CBC 11B-403.4 and 2010 ADAS 403.4	212B	Yes	Accessible Route Exterior	Change in Level - 1/2" or Higher	Change in level greater than 1/2" in accessible route	1-3/4" lip in walkway surface at transition from asphalt to wood	-124.26411	40.58649	15

**EXHIBIT D - CONSENT DECREE BARRIERS**

No.	Location	CodeRef	Barrier Number	ConsentDecree	BarrierArea	BarrierType	Description	AsBuiltDesc	GPS XCoordinate	GPS YCoordinate	GPS ZCoordinate
95	Exterior - Art Building Entrance	CBC 11B-405.9.2 and 2010 ADAS 405.9.2	308D	Yes	Ramps	Edge Protection - Barrier or Wheel Guides	No uninterrupted, continuous curb or wheel guide provided along entire ramp surface	Footings on posts protrude past existing edge protection and wheel guide is not provided	-124.26243896	40.5869869887	7.887993
96	Livestock Toilet Men's Restroom	CBC 11B-903.3, 11B-903.5 and 2010 ADAS 903.3	330O	Yes	Restrooms	Dressing Room Bench Seat Height/Depth	Bench seat not 20" to 24" deep and height not 17" to 19" above ground	New bench in dressing area 20" deep, 17-1/2" high and 42" long. CBC requires min. 48" long bench in dressing area	N/A	N/A	N/A
97	Livestock Toilet Women's Restroom	CBC 11B-603.4, 11B-308.2.1 & 2010 ADA 603.4	331J	Yes	Restrooms	Clothing Hooks - Height	Clothing hooks not max. 48" high AFF	Coat hook on door to shower area 42-1/2" high	N/A	N/A	N/A
98	Livestock Toilet Women's Restroom	CBC 11B-903.3, 11B-903.5 and 2010 ADAS 903.3	331K	Yes	Restrooms	Dressing Room Bench Seat Height/Depth	Bench seat not 20" to 24" deep and height not 17" to 19" above ground	New bench in dressing area 20" deep, 17-1/2" high and 42" long. CBC requires min. 48" long bench in dressing area	N/A	N/A	N/A