

RESOLUTION NO. 88-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING AN AGREEMENT BETWEEN DESERT EMPIRE FAIR BOARD AND CITY OF RIDGECREST FOR RENTAL OF JOSHUA HALL FOR RECREATION PROGRAMS PURPOSES

Now, therefore, the City Council of the City of Ridgecrest resolves that the agreement for rental of Joshua Hall for recreational purposes hereby referenced as Exhibit A, as one and the same, is hereby approved and the Mayor is authorized to execute and the City Clerk to attest to the agreement.

APPROVED AND ADOPTED this 1st day of June, 1988, by the following vote:

AYES: Mayor Mower, Councilmembers Bergens, Corlett, Condos and Lilly.

NOES: None.

ABSTAIN: None.

ABSENT: None.



Michael R. Mower, Mayor

ATTEST:



Joyce M. Taft, City Clerk

ORIGINAL—TO LICENSEE
DUPLICATE—TO DISTRICT
TRIPPLICATE—TO DEPARTMENT OF
FOOD AND AGRICULTURE
QUADRUPPLICATE—TO DEPARTMENT
OF GENERAL SERVICES—ONLY
WHEN APPROVAL REQUIRED

RECEIPT No. _____

LICENSE AGREEMENT FOR USE OF
FAIRGROUND FACILITIES

THIS AGREEMENT made this _____ day of _____, 19____, at Ridgecrest,
County of Kern, State of California, by and between the 53rd District Agricultural Association,
hereinafter called the Association, and The City of Ridgecrest, Department of Parks and Recreation
hereinafter called the Licensee.

WITNESSETH:

1. Permission is hereby granted to the Licensee to use the following described property of the Association for a period beginning
July 1, 1988 and ending June 30, 1989 or upon the following date or
dates _____, upon the conditions, agreements and terms hereinafter set out.

2. This license agreement shall be subject to termination by either party at any time during the term hereof by giving the other
party notice in writing at least 30 days next prior to the date when such termination shall become effective.

3. The description of the premises of the Association permitted to be used is described as Joshua Hall and as
described Addendum A attached and is by reference made part of this contract. Licensee
recognizes and understands that his license may create a possessory interest subject to
property taxation and that this Licensee may be subject to payment of property taxes
levied on such interest.
in the County of Kern, State of California.

4. In the event payment for the use herein permitted shall be made by the Licensee on the basis of admissions charged, Licensee
expressly agrees that the same shall be paid on the gross amount thereof, Federal admissions tax excepted, and will pay same
promptly upon each calendar day upon receipt thereof and will grant no passes or any unpaid admissions without the consent of
the Association first had and obtained and shall keep true and accurate records of the receipts of admissions and shall satisfactorily
and thoroughly account for the receipt thereof.

5. The Licensee hereby agrees to pay the Association for the use of said premises as follows:
Attached Addendum A & B is incorporated herein and made a part of this contract.
and payable as follows: First day of each month

6. In lieu of the payment by the Licensee for utilities during such use and janitorial or other maintenance services during said
use the Licensee agrees to pay Association the sum of Seventy-five and no/100, special event clean-up deposit.
(\$75.00**), hereby agreed to be a reasonable proportion thereof payable in addition to the amount set forth in
paragraph 5.

7. Said premises shall be used for Gymnastic & Dance Classes and Competitions, and for no other purpose
without the written consent of the Association first had and obtained and Licensee agrees to comply with all ordinances, statutes
and rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted to be conducted and
shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which
necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Licensee and
shall not permit a breach of the peace or any unlawful act or omission by any person.

8. Licensee agrees to maintain the premises herein permitted to be used and other portions of the premises of the Association to
which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition,
reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted and
Licensee agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder,
ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Licensee, excepted.

9. The Licensee shall provide evidence of insurance for the term of the agreement protecting the legal liability of the State of
California, the 53rd District Agricultural Association, their officers, agents, servants, and employees, from occurrences
as to bodily injury liability and property damage liability which are limited to the operations of the contractor. Such evidence may
be supplied by filing with the State, in duplicate, a certificate of insurance, lawfully transacted, issued to the State. For rodeos, the
Licensee shall provide a certified copy of the insurance policy.

The certificate or insurance policy shall set forth:

- (1) That the State of California, the 53rd District Agricultural Association, their agents, servants, and employees are made additional insureds, but only insofar as the operations under this contract are concerned.
- (2) The dates of inception and expiration of the insurance.
- (3) The amounts of public liability coverage of not less than \$100,000/\$300,000 and the amount of property damage coverage of not less than \$50,000, neither coverage to involve a deductible feature.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, or quadruplicate when required, by and on behalf
of the parties hereto, the day and year first above written.

53rd DISTRICT AGRICULTURAL ASSOCIATION City of Ridgecrest Licensee

Address 520 S. Richmond Rd., Ridgecrest, CA Address 139 Balsam St., Ridgecrest, CA

By _____ By Mike Mower

Title O. E. Powers, Secretary Manager Title Mike Mower, Mayor

- (4) A statement by the insurance company that it will not cancel said policy or policies without giving 15 days prior written notice to the State of California and the.....District Agricultural Association.
- (5) A statement by the insurance company that neither the State of California nor the.....District Agricultural Association is liable for the payment of any premiums or assessments on said policy or policies.
- (6) A statement that insurance coverage is on an occurrence basis.

Licensee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Licensee agrees to provide the.....District Agricultural Association at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Licensee fails to keep in effect at all times insurance coverage as herein provided that State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

10. Licensee does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used or the premises of the Association to which the Licensee, its agents, employees, or licensees may have access by reason of this license.

11. The Association shall have the privilege of inspecting the premises covered by this agreement at any or all times.

12. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Association first had and obtained.

13. The Association may terminate this agreement and be relieved of any further performance if Licensee fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy.

14. The parties hereto agree that the Licensee, and any agents and employees of Licensee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.

15. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

16. 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.

17. 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 understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

19. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "Exhibit" Such attached sheets when properly signed by both parties become a part of this agreement and shall be binding upon the parties hereto.

20. FAIR EMPLOYMENT PRACTICES. If this agreement provides for a concession the following provisions apply:

1. In the performance of this contract, the Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Licensee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Licensee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Licensee, the difference between the price named in the contract and the actual cost thereof to the State.

* See Labor Code Sections 1411-1432.5 for further details.

MEMO FOR FAIR MANAGEMENT:

1. Department of General Services approval is required on all four copies if the period is for longer than one week, or the activity is considered hazardous. (Except stall or storage rentals for longer than one week.)
2. Submit all four copies of the agreement if Department of General Services approval is required, together with a resolution by the Board of Directors. Submit only the triplicate copy if Department of General Services approval is not required, immediately upon execution. It is only necessary to prepare three copies if approval is not required.
3. The insurance provision in Item 9 is required only for an activity hazardous to the public, such as a rodeo, automobile or motorcycle race or thrill show, fireworks display, circus, carnival, helicopter riding, archery, rifle or gun club activity, stage coach rides, pest control services, etc. One copy of the certificate of insurance must accompany the agreement when submitted to the Department of Agriculture for approval. In the case of rodeos, the licensee shall provide a certified copy of the insurance policy in a form satisfactory to the State. However, if a rodeo licensee already has a certified copy of his insurance policy on file with the Division of Fairs and Expositions which provides that all district agricultural associations he is contracting with are named as additional insureds, it is not necessary to submit an additional copy. If the activity is not hazardous, Item 9 should be deleted and initialed by both parties.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used. (Items 6, 9 and 10.)
5. This form is to be used for rental or other use of fairground facilities, except during the conduct of the fair, in which case a Form 2, Standard Agreement, should be used.

July 1, 1988
3rd District Agricultural Assn. & City of Ridgecrest
Addendum A

1. Joshua Hall will be available to the City of Ridgecrest for their Recreation Program except during the period of the Spring Festival, Desert Empire Fair, Home Show, Christmas events and for events which Joshua Hall is rented for one or more days.
2. Joshua Hall will be made available to the Lessee for their Recreation Program on Tuesday, Wednesday and/or Thursday. In addition, two rooms as designated by The 53rd District Agricultural Association will be made available as well as an equipment storage area when the hall is vacated.
3. The 53rd District Agricultural Association Manager and the Lessee will notify each other of scheduled activities at least 10 days in advance of occurrence.
4. Any deviation from the schedule as established will require the approval of the Board of Directors of The 53rd District Agricultural Association. The Board of Directors reserve the right to vacate the hall in event of an emergency situation.
5. Lessee shall be responsible for all janitorial work on Fridays. Fair management will arrange to have bathrooms cleaned after an event where the recreation program has to vacate. Lessee will be responsible for keeping Joshua Hall in a clean and orderly manner while in use.
6. Lessee shall be responsible for not wasting utilities, making certain all lights, air conditioners and/or heaters are turned off each day of use. Lessee shall also be responsible for making certain all doors are locked at the end of each day of use. The men's and women's restrooms shall be checked at the end of each day of use to be certain no problems exist with plumbing, etc. and that lights and fans are off.
7. Lessee shall furnish and maintain an up to date schedule of activities for all gymnastics, ballet and other programs to the fair management.

July 1, 1988

Addendum B - License Agreement #88004

53rd District Agricultural Assn. & City of Ridgecrest

1. The hourly rental rate for the use of Joshua Hall is \$25.00. This fee includes the use of the auxiliary space as defined in Addendum A.
2. Any Additional usage of Joshua Hall or buildings of equal size and equal expense to the 53rd District Agricultural Association will be charged at the rate of \$25.00 per hour. The additional usage fees will be billed to the City of Ridgecrest every six months with payment due no later than 30 days of billing date.
3. The above daily rates are restricted to use by The Department of Recreation for their program and are limited to Tuesdays, Wednesdays and/or Thursdays of each week and two week-ends not previously scheduled.
4. Should, for an acknowledged emergency situation, the Board of Directors decide to vacate the structure the minimum monthly rental fee will be reduced by the amount of cost for the day(s) vacated by the licensee.
5. After 30 moves per fiscal year Fairboard agrees to pay the cost of gymnastic moves @\$200.00 per move (break down and set up constitutes one move).

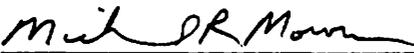
O.E. Powers, Secretary Manager
53rd District Agricultural Assn.

Mike Mower

Mike Mower, Mayor
City of Ridgecrest

3. The 53rd District Agricultural Association reserves the right to re-negotiate the rental fee if utilities and operation costs go above the amount being charged per hour as stated in said contract.
9. The Lessee shall be responsible for any damage or breakage to any State property during and/or in connection with their events. Damages should be repaired within 10 days; if this requirement is not met, complete repairs will be made at the expense of the Lessee.
10. The 53rd District Agricultural Association will furnish parking in the North parking lot, any other parking will be furnished by the contracting party.
11. Insurance as required by the State of California will be obtained for the event and a certified copy of such insurance given to the 53rd District Agricultural Association for inclusion with the contract.
12. Lessee or the 53rd District Agricultural Association may terminate this agreement at any time with a 30 day notice in writing.
13. The leasing parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the lease (Government Code Section 10532). (SAM Section 1212.8).
14. The 53rd District Agricultural Association Board of Directors requests the co-operation of the Lessee on entering into dialog with them concerning joint ventures for a recreation program to enhance recreation within the District.
15. Keys to be issued to The City of Ridgecrest will consist of three for Joshua Hall, ten for the Dance Room and two for the Gate behind Joshua Hall. No keys may be duplicated without the prior consent of the Desert Empire Fair Board of Directors and Fair Management.

O.E. Powers, Secretary Manager
53rd District Agricultural Assn.


Mike Mower, Mayor
City of Ridgecrest

DESERT EMPIRE FAIR
53RD DISTRICT AGRICULTURAL ASSOCIATION
520 S. RICHMOND RD.
RIDGECREST, CA 93555

INSURANCE REQUIREMENTS FOR USERS OF STATE
SUPPORT FAIR FACILITIES

The contractor/rentor shall provide evidence of authorized insurance for the term of the agreement protecting the legal liability of the State of California, the California Fairs Insurance Authority, District Agricultural Associations, County Fairs, or Citrus Fairs, their officers, agents, servants, and employees, from occurrences as to bodily injury liability and property damage liability which are limited to the operations of the contractor. This may be provided by:

- I. Insurance Certificate - The contractor/rentor providing the fair with an original certificate of insurance lawfully transacted, which sets forth the following:
 - a. That the State of California, the California Fairs Insurance Authority, the District Agricultural Association, County or Citrus Fairs, their agents, officers, servants, and employees are made additional insureds, but only insofar as the operations under this contract are concerned.
 - b. The dates of inception and expiration of the insurance.
 - c. The amounts of public liability coverage of not less than \$1,000,000 CSL (\$2,000,000 if carnival and \$500,000 for liquor liability).
 - d. A statement by the insurance company that it will not cancel said policy or policies without giving 15 days prior written notice to the named insured for non fair time use and 30 days prior written notice for fair time use.
- II. Special Events Liability Insurance - The contractor/rentor purchasing Special Events liability insurance thru the fairgrounds, when applicable.

- . Master Certificate - A master certificate of insurance which the contractor/rentor has submitted to the State of California, Division of Fairs and Expositions, and which has been approved and is on file at the Division.

The contractor/rentor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of the contract. In the event said insurance coverage expires at any time or times prior to or during the term of this contract, contractor/rentor agrees to provide the fair at least consistent with the provision of Item d, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State of California, Department of General Services and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/rentor fails to keep in effect at all times insurance coverage as herein provided that fair may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

D.E. Powers
Secretary Manager

Contractor

FE-13
1987

STANDARD CONTRACT TERMS AND CONDITIONS

Contractor, by signing this contract, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board (Pub Contract Code Sect 10296).

2. Contractor hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this contract and agrees to furnish to State evidence thereof at anytime the State may request (Labor Code Section 3700).
3. If, during the performance of this agreement, a dispute arises between Contractor and Fair Management which cannot be settled by discussion, the Contractor shall submit a written statement within eight hours of the incident giving rise to the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor within four hours, in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
4. It is understood and agreed that this contract shall be governed by the Laws of the State of California both as to interpretation and performance.
5. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Admin Code, Title 2, Section 7285, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov Code Section 12990, set forth in Ch 5 of Div 4 of Title 2 of the CA Admin Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
6. The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the contractor has, unless exempted, complied with the nondiscrimination program requirements of Gov Code Section 12990 and Title 2, CA Admin Code Section 8103.

NONDISCRIMINATION CLAUSE

(OCF - 1)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.