

AGREEMENT
BETWEEN THE COUNTY OF NEVADA
AND THE CITY OF NEVADA CITY

PREAMBLE

This Agreement is made between the **County of Nevada** (hereinafter "County") and the **City of Nevada City** (hereinafter "City"), effective January 1, 2017.

WHEREAS, the Nevada City Veterans Memorial Building (hereinafter "the facility", located at 415 North Pine Street, Nevada City, California; is owned by COUNTY, and

WHEREAS, the facility is used by United States military veterans' organizations for a few hours each week; and

WHEREAS, the County and City (collectively, "the parties") have previously entered into Agreements whereby the City uses the facility for the City's recreational and cultural programs; and

WHEREAS, the parties desire to renew their arrangement for use of the facility by the City for public recreational and cultural use under terms and conditions that preserve the availability of the facility for the ongoing regular use by veteran's organizations;

NOW, THEREFORE, the parties agree to the following terms and conditions.

1. **Term:** This agreement shall be effective from January 1, 2017 through December 31, 2020, at which time it may be renewed with or without amendments.
2. **Management Services:** The County grants to the City permission to manage the facility and to use it for City recreational programs and community use. This grant is in the nature of a revocable license under the terms and conditions of this Agreement. The City shall, under its management authority, schedule the facility for community use and/or activities by other public and private groups. The City management services shall include but not be limited to the following: the opening and closing of the facility, the promotion of its use, the scheduling of use, the regular inspection of the facility inside and out, and the accounting for all fee revenue received.
3. **Priority of Use:** The City's license is qualified by the following priorities of use: (1) the facility is home to the Veterans of Foreign Wars (VFW), and the VFW's use shall be first priority if notification is made six months in advance. At any time, if space is needed by the VFW and space is not already rented then VFW may follow the City procedures to use the space. There is no charge to the VFW for use of the space within the building; (2) any County-sponsored use that is scheduled at least six months in advance shall be the second priority; (3) any City-sponsored or City-scheduled use shall be the third priority; (4) other community use shall be on a first-come, first-served basis; and, (5) use of the facility for Emergency Operations shall take priority over any other priority.
4. **Rental Fees:** Rental fees shall be approved and adopted from time to time by the Nevada City City Council, after consulting with the County's Chief Information Officer. The City shall collect, safeguard and account for all fee revenue. No fee exemptions shall be granted except as approved by both the City and the County except as provided herein.

5. **Revenue Sharing:** Each fiscal year, beginning July 1, 2017, the parties shall share all gross revenues equally on a 50-50 basis until County reaches 100% of its fixed cost recovery as detailed in Appendix A, after which time all gross revenues shall be retained by the City until it reaches 100% of its variable cost recovery. After 100% cost recovery by each party, all gross revenues for the remainder of the fiscal year shall be shared in the following manner: 80% to City, 10% to County, and 10% to the Veterans of Foreign Wars for the purpose of defraying any and all direct and indirect expenses incurred because of the intensified use of the facility. Each party shall keep a current and correct accounting of all costs incurred in maintaining and operating the facility.
6. **Parking:** Nine (9) parking spaces in the lot adjacent to the facility shall be designated for use by the City in connection with the City's operation of the facility.
7. **Responsibilities:** The City as manager shall keep the facility clean and in good and safe condition. The County shall at its sole expense be responsible for all repairs beyond those normally undertaken by a custodian. The County shall also remain responsible for capital repairs and improvements when needed, and subject to the extent budgeted by the County in its sole discretion. City is responsible for all utilities, landscaping and grounds maintenance, and other operational costs, except as noted in Appendix A. The City shall provide information to the County of Nevada Assessors Office for the purpose of that office to determine Possessory Interest Taxes. This information will be provided upon request from the Assessor's Office.
8. **Termination:** This Agreement may be terminated by either party for any reason with 90 days' advance notification in writing to the other party.
9. **Insurance:** During the Term of this Agreement, the County shall continue to provide comprehensive property insurance coverage for any damage to the building, and the City shall carry its customary general liability coverage, including premises liability, with the City's coverage being primary in the event of a claim or lawsuit against one or both parties. All parties that rent the facility shall also be required to provide insurance in the limits required by the County and naming the County as additional insured. The City and the County shall provide to each other a current and valid certificate of General Liability Insurance, in the amount of \$1,000,000, naming the other as additional insured.
10. **Indemnification:** Each party hereto shall indemnify, defend and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of the indemnifying party.
11. **Records:** The parties agree to retain and preserve all relevant records pertaining to the facility for at least two years following termination of this Agreement. Each party shall allow the other to inspect and copy any records that it may need.
12. **Entire Agreement:** This Agreement is the entire agreement of the parties, and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent in writing as necessary to achieve the contractual objectives of the parties.

- 13. **Assignment:** City may not sell, transfer, assign or subcontract all or any portion of its rights, interests in or obligations under this Agreement without the prior written consent of County.
- 14. **Notices:** All official contacts, remittances and notices shall be delivered or mailed to the parties as follows:

For the COUNTY OF NEVADA:
Tom Coburn, Facilities Manager
10014 North Bloomfield Road
Nevada City, CA 95959
(530) 265-1239

For the CITY OF NEVADA CITY:
Dawn Zydonis, Parks & Recreation
Supervisor
317 Broad Street
Nevada City, CA 95959
(530) 265-2496

IN WITNESS WHEREOF, the COUNTY OF NEVADA and the CITY OF NEVADA CITY have executed this agreement on the day and year set forth below.

NEVADA CITY

COUNTY OF NEVADA:

Evans Phelps
Mayor

Honorable Hank Weston
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Niel Locke
City Clerk

Attest: _____
Julie Patterson Hunter
Clerk of the Board

Approved as to form:

County Counsel

Appendix A

1. County of Nevada expenses for maintenance of the Nevada City Veterans Building:

Property Insurance
Solid Waste Assessment
Ordinary Maintenance and Repairs (except landscaping)

The amount of the County's fixed costs shall be \$8,200 for the period July 1, 2015 through June 30, 2018 and shall increase annually thereafter by the amount of increase in the Consumer Price Index for the State of California, Urban Wage Earners and Clerical Workers.

2. City of Nevada City expenses for maintenance and operation of the Nevada City Veterans Building

Cost Categories:
Custodial services
Landscaping
Facility management
Reservations
Facility attendants
Instructors
Promotion and marketing
Furnishings and supplies
Utilities (gas, electricity, water, sewer)
Solid waste collection, recycling and disposal