

MOU AGREEMENT REGARDING USE OF THE GRASS VALLEY VETERANS BUILDING BY THE AMERICAN LEGION POST 130

The County of Nevada (hereinafter "County") and The American Legion Post 130 and American Legion Auxiliary, Grass Valley, California (hereinafter "Legion") understand and agree to the following terms and conditions related to their respective rights and responsibilities for the use of the premises and property described herein:

This agreement is in effect from January 1, 2015 and will run in perpetuity. At any time either party may in writing request a substantial change in this agreement. Until a new agreement is signed this agreement will remain in force.

A. Building

1. The County is the owner of the Veterans Memorial Building located at 255 South Auburn Street, Grass Valley, California (hereinafter "Building").
2. Priority shall be given to all Congressionally Chartered Veterans Organizations for meetings, events or sponsored events as long as there is not a prior signed contract with a renter. If a Congressionally Chartered Veterans Organization wishes to use a facility that has been reserved but is not under contract, the County will give the renter five (5) business days to sign the contract and pay the deposits. If the contract is not signed and the deposits not paid within those five days, the reservation will be cancelled and the facility will be made available for use to the Veterans Organization.
3. The County hereby grants to the Legion the exclusive right of use of the following described areas of the Building:
 - a. The one office located adjacent to the Remembrance Room known as the Armory.
 - b. The Lounge
 - c. The Bowling Alley
 - d. The Kitchen
 - e. The storage area adjacent to the Bowling Alley that is utilized by the Legion Auxiliary and the All Veterans Honor Guard
4. The County grants all Congressionally Chartered Veterans Organizations the non-exclusive rights to use all common areas of the building such as the main entrance, rear entrance, and all restrooms.
5. The kitchen equipment that is the sole property of the Legion is as follows:
 - a. Two stoves with ovens
 - b. One freezer
 - c. One refrigerator

- d. One proof box
- e. One dishwasher
- f. One steam table
- g. One deep fryer
- h. Two medium black rolling carts
- i. Two rolling metal prep tables
- j. One large white plastic cutting board
- k. One large metal rolling cart
- l. One Medium trash rolling cart
- m. Two tall metal baking sheet rolling carts
- n. 28 baking sheets on rolling carts
- o. One small peach rolling cart
- p. All contents of kitchen cabinets
- q. One large warming oven
- r. One small microwave oven

6. The County shall schedule rental dates and times for certain areas described below for certain property that is the Legion's responsibility. Any rental payments received by the County for these areas or property shall be forwarded to the Legion as payment is received.

- a. Rental of the kitchen shall be scheduled so as not to conflict with the Legion's scheduled use and shall be subject to the terms of a written contract between the renter and the Legion. The Legion shall be given written notice of scheduled rentals at least five (5) working days prior to the scheduled rental.
- b. Use of the foregoing described space and equipment by any Congressionally Chartered Veterans group shall be scheduled by that group with the County in order to ensure that the event is placed on the County's scheduling calendar. The group shall make logistical arrangements directly with the Legion for use of the space or equipment.
- c. The Legion shall make available the use of the kitchen to all Congressionally Chartered Veterans groups at no cost. Fund raising events shall be charged one half ($\frac{1}{2}$) of the normal contract fee. The use of the kitchen equipment shall be restricted to the sink, convection ovens, range/ovens, refrigerator and counter space.
- d. If a Congressionally Chartered Veterans group leaves the kitchen in an unsatisfactory condition, the County will be responsible to make the Legion whole.

7. The County shall provide all maintenance of the exterior of the building, common areas, common area janitorial, heating, cooling, plumbing, and electrical systems, except for the Lounge, bowling alley and kitchen shall be maintained by the Legion.
8. The County shall pay all environmental fees for the kitchen and secure necessary operating permits and shall provide regular maintenance on the kitchen vent hood and fire suppression systems.
9. The County shall provide electricity, water, and natural gas for the areas described above at no charge to the Legion.
10. The Legion shall be responsible for cleaning and interior maintenance of the areas described in Paragraph 3 above.
11. The County shall provide Wi-Fi to the building at no cost to the Legion or users.
12. The Legion may sponsor other organizations for the use of the auditorium or multiple use of the dining hall or Remembrance Room, only with prior authorization from the County
13. The Legion shall make no structural changes to any part of the Building without the prior written approval of the County. Permission shall not be unjustly withheld.
14. The Legion shall maintain commercial liability insurance coverage in an amount not less than one million (\$1,000,000), which shall cover the kitchen, bowling alley, and office on the main floor behind the stage. The Legion shall also maintain a liquor liability insurance policy in an amount not less than one million dollars (\$1,000,000), which shall cover the Lounge. Both of these liability insurance policies shall name the County of Nevada as an additional insured, which shall be evidenced by an endorsement to each policy.
15. The Legion has permission to rent their exclusive areas in Paragraph 3.
16. This Agreement shall be effective upon execution by both parties.

B. Tables and Chairs

1. The Legion and the County do hereby agree to the following terms and conditions concerning the leasing of folding chairs and tables (hereinafter "Equipment") in the Grass Valley Veterans Memorial Building:

2. The Legion owns Equipment described as:
 - a. 337 folding chairs stored on 4 storage racks
 - b. 40 - 5' round folding tables and table storage racks
 - c. 24 - 6' rectangular tables
3. The Legion will allow the County to use the Equipment for the County's own purposes and to make the Equipment available to other parties to whom the County rents or provides space within the Grass Valley Veterans Memorial Building.
4. In consideration for the use of the Equipment, the County will pay the Legion the sum of \$6,800 per year. Upon receipt of a semiannual invoice the County will pay the legion in advance of each 6 month period.
5. None of the Equipment shall be removed from the building for any purpose.
6. The County accepts all of the Equipment in "as-is" condition and shall be responsible for all repair or replacement of any Equipment that occurs as a result of misuse by the County or by misuse by any party whom the County allows to use the Equipment. Repair or replacement of equipment that becomes unusable due to normal wear and tear shall be the responsibility of the Legion.
7. The Legion shall retain all rights of ownership of all Equipment, as well as the right to use the Equipment when it is not in use by other parties under the terms of this Agreement.
8. Section B of this agreement pertaining to the tables and chairs may be terminated upon thirty (30) days written notice from either party. In the event of termination, all equipment shall be returned in the condition it was found upon execution of the Agreement except for normal wear and tear. Further, in the event of termination, any amount paid by the County to the Legion shall be refunded to the County in proportion to the period of time remaining in the original term of this Agreement.
9. Annually or upon expiration of the term of this Agreement, the Legion and the County shall perform an inventory of all Equipment. The County will compensate the Legion for any missing equipment.

10. The contact persons for the parties are as follows:

COUNTY OF NEVADA
Tom Coburn, Facilities Manager
10014 N. Bloomfield Road
Nevada City, CA 95959
530-470-2637

AMERICAN LEGION POST 130
Post Commander
P.O. Box 1113
Grass Valley, CA 95945
530-272-2160

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

AMERICAN LEGION POST 130

By: Robert H. Jermann
Commander

1-26-15
Date

By: Ray Dura
Adjutant

1-27-15
Date

COUNTY OF NEVADA

By: Stephen T. Monaghan
Stephen T. Monaghan
Chief Information Officer

2-4-2015
Date