

Agreement between the County of Nevada and the American Legion Post 130

This Agreement ("AGREEMENT") is made and entered into as of the 14 day of June 2022, between the County of Nevada, a political subdivision of the State of California (hereinafter "County") and the American Legion Post 130 and American Legion Auxiliary, a Congressionally Chartered Veterans Service Organization, located in Grass Valley, California (hereinafter "Legion"), collectively referred to as "Parties" (individually as "Party").

Whereas, the American Legion Post 130 is one of the Congressionally Chartered Veterans Organization who maintain space within the Grass Valley Veterans Memorial Building located at 255 S Auburn Street Grass Valley, CA 95959.

Whereas, the Parties understand and agree to the following terms and conditions related to the Grass Valley Veterans Memorial Building utilization, the respective rights and responsibilities for the use of the premises and property described herein, and the County support of Legion outreach and events.

Now, therefore, for good and valuable consideration, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

A. General Terms

1. **AGREEMENT Allocation:** The sole source of funding by COUNTY for this disbursement is from the Facilities Budget Allocation Fund No. 0101-10702-415-1000/521700. No other County funding source shall be held liable for any obligations set forth in this AGREEMENT. In consideration for the kitchen equipment, tables and chairs a one-time allocation of \$72,000 from the County payable to the American Legion Post 130 will be paid in equal installments of \$7,200 over the next ten years. Payments will be made by December 31st of each year. Payments are not contingent on the building being open for operation. There will be no further payments after December 31, 2031.
2. **Use of Funds:** The Legion agrees to utilize the funds for expenditures in compliance with the National American Legion guidelines in support of veterans and veteran families. The mission of the American Legion is:
 - a. To support local veterans; both those who have served and those who continue to serve.
 - b. To support our Honor Guard and Color Guard and their mission to honor those veterans who have passed on by providing a proper, distinguished military memorial, and to support patriotic events, in order to promote and preserve our nation's independence.
 - c. To mutually support our Auxiliary, Sons of American Legion, and American Legion Riders.
 - d. To mutually support local veteran organizations.
 - e. To interface with and support our community, promoting patriotism by example.

3. **Term of the AGREEMENT:** This AGREEMENT is in effect from June 14, 2022 and will run in perpetuity. At any time either party may in writing request a substantial change in this agreement. The American Legion Post 130 and American Legion Auxiliary and the County shall meet at least annually to review the terms and conditions of this agreement.
4. **Electronic Signatures:** The parties acknowledge and agree that this AGREEMENT may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
5. **Entirety of AGREEMENT:** This AGREEMENT contains the entire AGREEMENT of County and the Legion with respect to the subject matter hereof, and no other AGREEMENT, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this AGREEMENT, shall be binding or valid. Should all or any portion of any provision of this AGREEMENT be held unenforceable or invalid for any reason, but the remainder of the AGREEMENT can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
6. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
7. The terms and conditions of this AGREEMENT, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this AGREEMENT shall expressly refer to this AGREEMENT.
8. The waiver of any provision of this AGREEMENT shall be in writing, signed by the party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the AGREEMENT.
9. **Authority:** All individuals executing this AGREEMENT on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this AGREEMENT.
10. **Governing Law and Venue:** This AGREEMENT shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this AGREEMENT shall be the County of Nevada, State of California.
11. The contact persons for the parties are as follows:

COUNTY OF NEVADA
Justin Drinkwater, Facilities Director
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
info@gvlegionpost130.org

B. 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, including the kitchen within the 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 Congressionally Chartered Veterans Organization. The County shall make available the building, including the kitchen, to all Congressionally Chartered Veterans groups at no cost. The Congressionally Chartered Veterans groups are the Vietnam Veterans of America, American Legion Post 130, Marine Corps League, Veterans of Foreign Wars, and the Disabled American Veterans.
3. The County hereby grants to the Legion the exclusive right of use of the following described areas of the Building listed below and as show in Exhibit A. The County grants the Legion the exclusive income generated from the Bowling Alley, Lounge, and any Bar Services provided by the American Legion. The County will promote the Legion as a provider for bar services to all event rentals by providing renters with a brochure provided by the Legion outlining their services.
 - a. The Lounge
 - b. The Bowling Alley
 - c. The Boiler Room
 - d. The one office located adjacent to the Remembrance Room known as the Armory.
 - e. The office spaces, restroom, conference meeting area, reception area, and office storage area adjacent to the Bowling Alley that is utilized by the Legion Auxiliary and the All Veteran's Honor Guard

as further outlined in Exhibit A.

4. The Legion shall be responsible for cleaning and interior maintenance of the areas described in Paragraph 3 above.
5. 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.
6. The list of kitchen equipment below purchased by the Legion transfers ownership to the County with payment terms listed in section A1, ownership transfer is effective upon ratification of this Agreement:
 - a. Two stoves with ovens
 - b. One freezer
 - c. One refrigerator
 - d. One proof box
 - e. One dishwasher
 - f. One steam table
 - g. Two medium black rolling carts
 - h. Two rolling metal prep tables
 - i. One large white plastic cutting board
 - j. One large metal rolling cart
 - k. One Medium trash rolling cart
 - l. Two tall metal baking sheet rolling carts
 - m. 28 baking sheets on rolling carts
 - n. One small peach rolling cart
 - o. One large warming oven
 - p. One small microwave oven
7. The County will provide maintenance and necessary repairs in a timely manner to the equipment listed in B6. The County shall replace any equipment that has reached its end of life or is beyond repair with comparable equipment when new.
8. Should the County fail to maintain the above equipment or fail to make the payments listed in Section A1 all equipment listed in section B6 will be returned to the ownership and control of the American Legion Post 130.
9. The County shall provide all maintenance of the exterior of the building, common areas, common area janitorial, heating, cooling, plumbing, electrical systems, and parking area.
10. The County shall provide electricity, water, natural gas, and public wi-fi for the Grass Valley Veterans Memorial Building no charge to the Legion. The County is not responsible for utility outages and will not provide generator power or trucked in water in the event of an outage.
11. The Legion may sponsor other organizations or groups for the use or multiple use of the auditorium, dining hall, kitchen, or Remembrance Room, only with prior authorization from the County. The sponsored event will not

incur rental fees for use of the building and will receive the same priority scheduling as the Legion as outlined in Section B2. An event at the Grass Valley Veteran Memorial Building will be classified as an official veteran organization sponsored event and thus not be charged a rental fee when the following criteria are met.

- a) The event is being sponsored by a Congressionally Chartered Veterans Organization(s) with a preexisting office/presence at the Grass Valley Veteran Memorial Building.
- b) The event is an activity which the sole purpose is for the benefit and service to the veteran organization(s) and their mission - e.g. meeting, dinner, ceremony, celebration, fundraiser, recreational event, etc.
- c) In the case of fundraising events, 100% of all funds raised by the event must go to the benefit of the veteran organization(s). If a non-veteran organization(s) is a co-sponsor, they cannot directly benefit financially from the fundraiser/event.
- d) One officer from either the American Legion Post 130, Marine Corps League Gold Country Detachment 885 Or Nevada County Chapter 535 of the Vietnam Veterans of America must sign this sponsorship agreement.
- e) The sponsored organization shall be required to follow scheduling and rental application procedures to the County and provide all insurance requirements herein, State and local permits, as may be required, and approvals.
- f) The sponsoring organization is responsible for all claims, damage and cleanup not covered by the sponsored organization.

12. 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.

13. The Legion has permission to rent their exclusive areas described in Paragraph B.3 above, and to retain any income generated from such rentals. Rentals shall not extend past 28 consecutive days for a single rental agreement.

C. Insurance: Legion shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Legion's operations and use of the leased premises. The cost of such insurance shall be borne by the Legion. Coverage shall be at least as broad as:

a. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- b. **Host Liquor Liability insurance** policy if the Legion will supply alcoholic beverages in an amount not less than one million dollars (\$1,000,000), which shall cover the Lounge.
- c. **Liquor Liability insurance** if the Legion will sell alcoholic beverages, an amount not less than one million dollars (1,000,000), which shall cover the entire Grass Valley Veterans Memorial Building 255 S Auburn Street, Grass Valley, CA, 95945.
- d. If the Legion maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Legion. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** The County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL and liquor liability insurance policies with respect to liability arising out of the work or operations performed by or on behalf of the Legion including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Legion's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. **Primary Coverage** For any claims related to this AGREEMENT, the **Legion's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Legion's insurance and shall not contribute with it.
- c. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- d. **Waiver of Subrogation** Legion hereby grants to County a waiver of any right to subrogation which any insurer of said Legion may acquire against the County by virtue of the payment of any loss under such insurance resulting from Legion's permitted uses of the building, as described herein. Legion agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- d. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- e. **Verification of Coverage** Legion shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Legion's

obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- f. **Sub renters** Legion shall require and verify that all sub renters maintain insurance meeting all the requirements stated herein, and Legion shall ensure that County is an additional insured on insurance required from sub renters. For CGL coverage sub renters shall provide coverage with a format at least as broad as CG 20 38 04 13. An "Events Coverage" policy for sub renter activities shall be acceptable so long as the policy is as broad as the coverage requirements contained herein.
- g. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, which shall not occur prior to a good faith meet and confer with Legion on any proposed modifications.
- h. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- i. **Material Breach** Failure of the Legion to maintain the insurance policies required by this AGREEMENT, or to comply with any of the requirements of this section, shall constitute a material breach of the entire AGREEMENT. In the event of an alleged material breach, Legion shall be afforded thirty (30) days from notification of the breach to cure any identified deficiencies constituting the breach without further recourse by the County.
- j. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:
County of Nevada
950 Maidu Ave.
Nevada City, CA 95959
Upon ratification of this AGREEMENT, Legion may be instructed to send the actual documents to a County contact person for preliminary compliance review.

- a. Certificates which amend or alter the coverage during the term of the AGREEMENT, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

D. Tables and Chairs

1. The Legion and the County do hereby agree to the following terms and conditions concerning the ownership of folding chairs and tables in the Grass Valley Veterans Memorial Building.
2. The Legion purchased the following tables and chairs to be used in the Grass Valley Veterans Memorial Building:
337 folding chairs stored on 4 storage racks
180 folding chairs in the downstairs dining hall

40 - 5` round folding tables and table storage racks

24 - 6` rectangular tables

The ownership of the tables and chairs shall transfer to the County effective June 14, 2022.

3. The County will utilize the chairs for rental events and County business. The Legion may use the chairs for events and meeting within the Grass Valley Veterans Memorial Building without cost and shall coordinate with the County usage requests to ensure availability and to not conflict with schedule rental events.
4. The County shall be responsible for all repair or replacement of the tables and chairs.
5. The County will re-foot the tables and chairs as necessary upon execution of this AGREEMENT.

This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

AMERICAN LEGION POST 130

By: _____
Commander

Date

By: _____
Adjutant

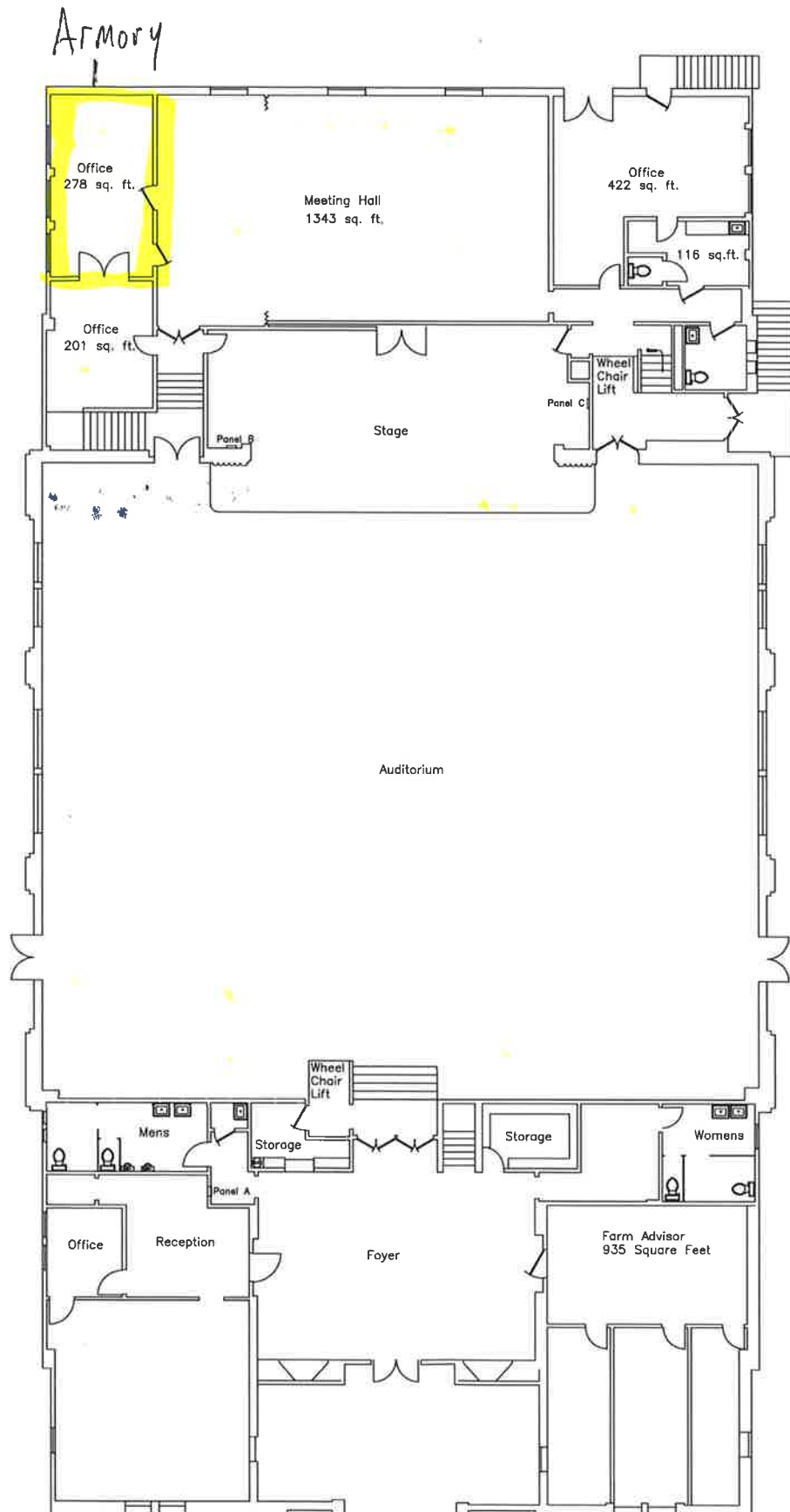
Date

COUNTY OF NEVADA

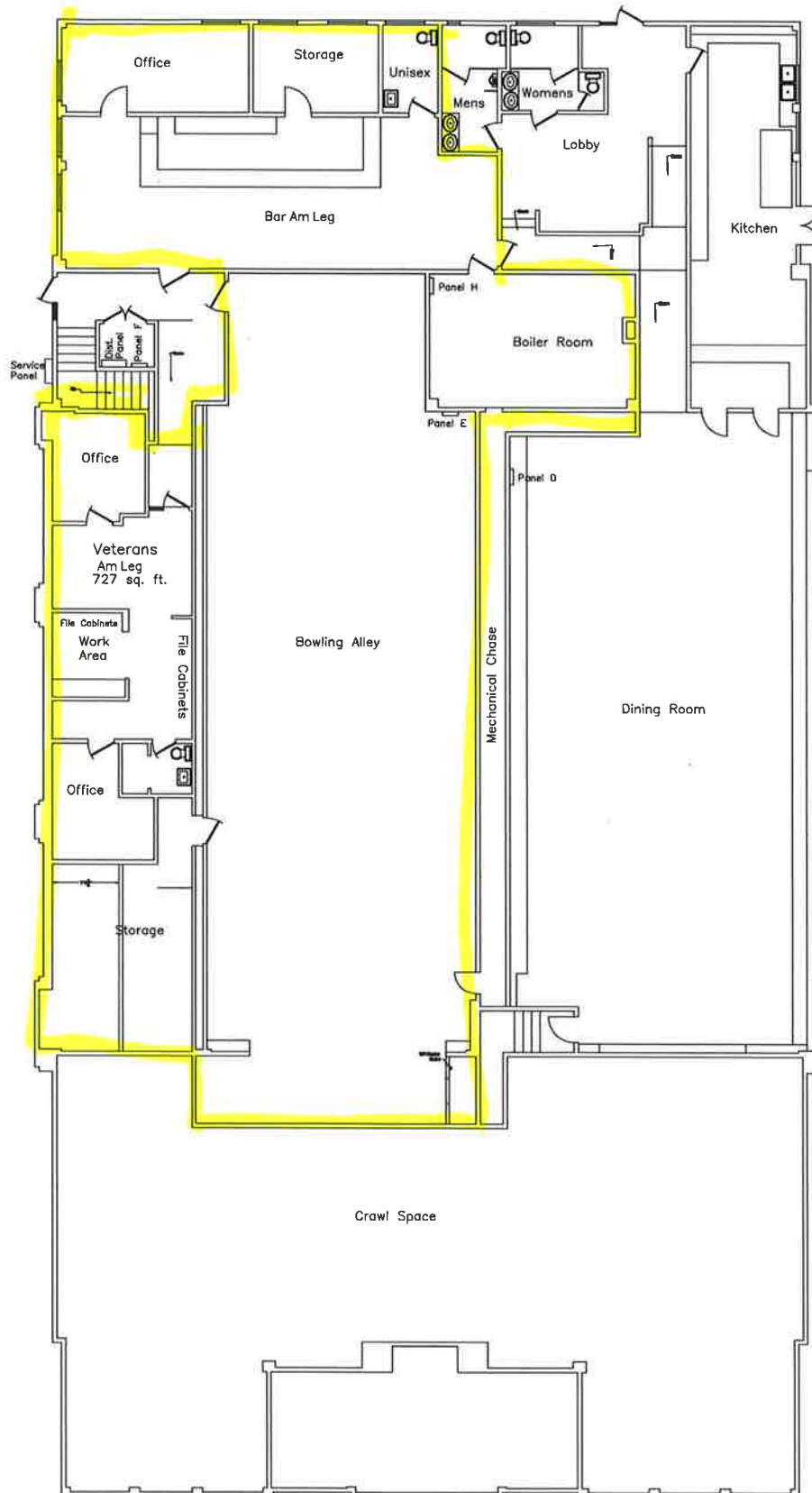
By: _____
Justin Drinkwater
Director of Facilities Management

Date

EXHIBIT A



Grass Valley Vets - Main Level



Grass Valley Vets - Lower Floor Level