



RESOLUTION No. 22-275

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT BETWEEN AMERICAN LEGION POST 130 AND AMERICAN LEGION AUXILIARY, A CONGRESSIONALLY CHARTERED VETERANS SERVICE ORGANIZATION, AND THE COUNTY OF NEVADA REGARDING SPACE UTILIZATION WITHIN THE GRASS VALLEY VETERANS MEMORIAL BUILDING LOCATED AT 255 S AUBURN STREET, GRASS VALLEY AND THE PROCUREMENT OF EQUIPMENT FROM THE LEGION IN THE AMOUNT OF \$72,000, AND ADDITIONAL TERMS AND CONDITIONS, AND AUTHORIZING THE DIRECTOR OF FACILITIES MANAGEMENT TO SIGN THE AGREEMENT AND FUTURE NON-FISCAL AMENDMENTS (FACILITIES MANAGEMENT)

WHEREAS, the Grass Valley Veterans Memorial Building is utilized for the purpose of honoring our country's veterans and providing a place for veterans and other members of the public to meet for social and civic purposes; and

WHEREAS, the County has agreements with each of the Congressionally Chartered Veterans Service Organizations outlining the terms and conditions for their use of the building; and

WHEREAS, it is the desire of both parties to terminate the existing "MOU Agreement Regarding Use of the Grass Valley Veterans Building by the American Legion Post 130" and replace it with the newly negotiated "Agreement between the County of Nevada and the American Legion Post 130"; and

WHEREAS, the Agreement recognizes the Legion's utilization of the building as stated in the agreement and shown in Exhibit A, the procurement of equipment from the Legion including tables, chairs, and various kitchen equipment in the amount of \$72,000 payable in equal installments over the next ten years and clarifies additional terms and conditions. This resolution approves the Agreement and authorizes the Facilities Director to sign the document and any subsequent non-fiscal amendments; and

WHEREAS, the Agreement is contingent upon the adoption of the Fiscal Year 2022/23 County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors hereby approves the Agreement between American Legion Post 130 and American Legion Auxiliary, a Congressionally Chartered Veterans Service Organization, and the County of Nevada regarding space utilization within the Grass Valley Veterans Memorial Building located at 255 S Auburn Street, Grass Valley and the procurement of equipment from the Legion in the amount of \$72,000, and additional terms and conditions, and authorizing the Director of Facilities Management to sign the Agreement and delegates signature authority to sign future non-fiscal amendments to the Director of Facilities Management.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Susan K. Hoek, Chair

6/14/2022 cc: Facilities*
AC*

**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 95959Upon 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: *Claude Hessel*
Claude Hessel (Sep 12, 2022 16:14 PDT)
Commander

09/12/2022
Date

By: *Mike Hauser*
Mike Hauser (Sep 13, 2022 08:56 PDT)
Adjutant

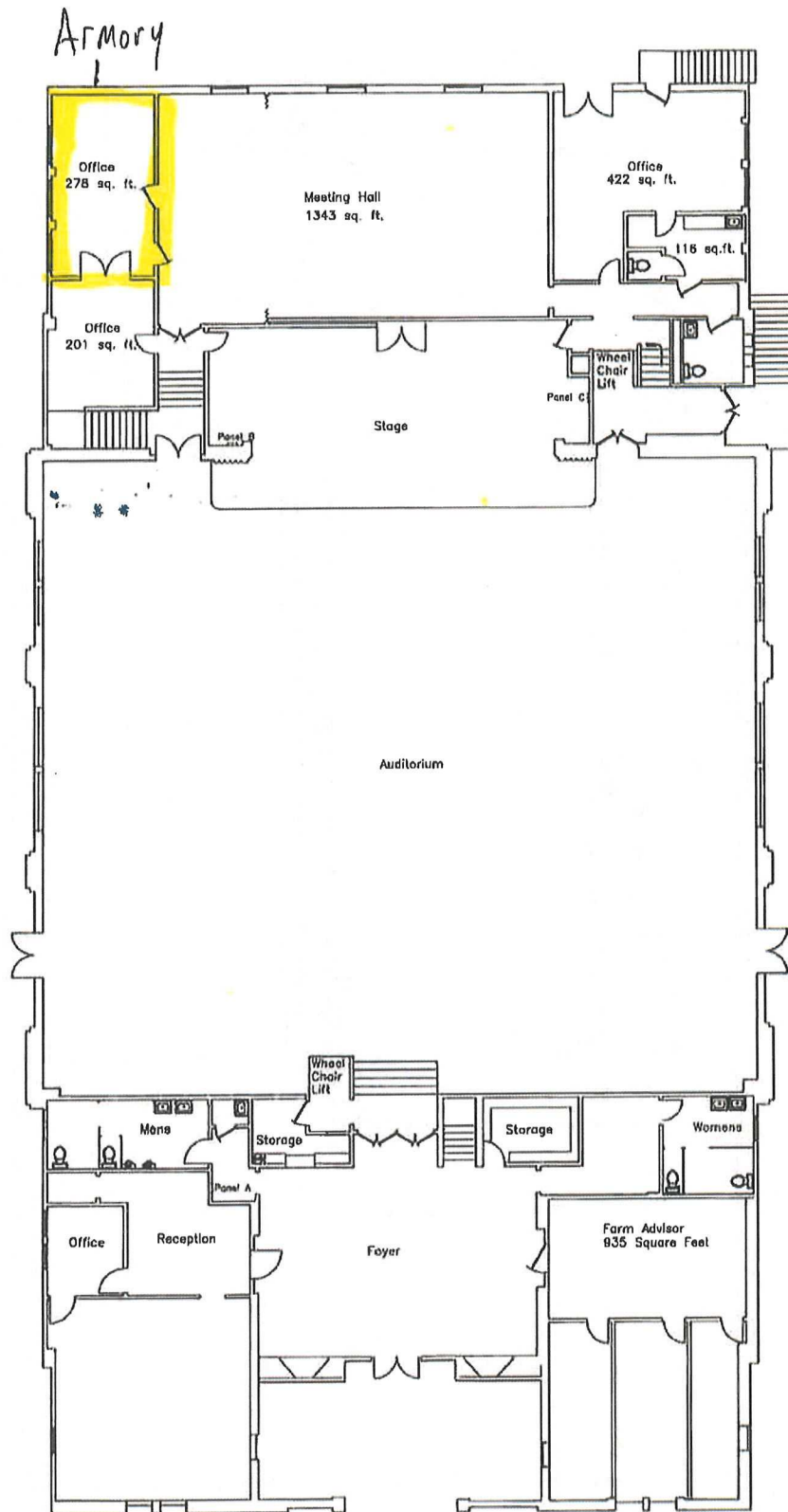
09/13/2022
Date

COUNTY OF NEVADA

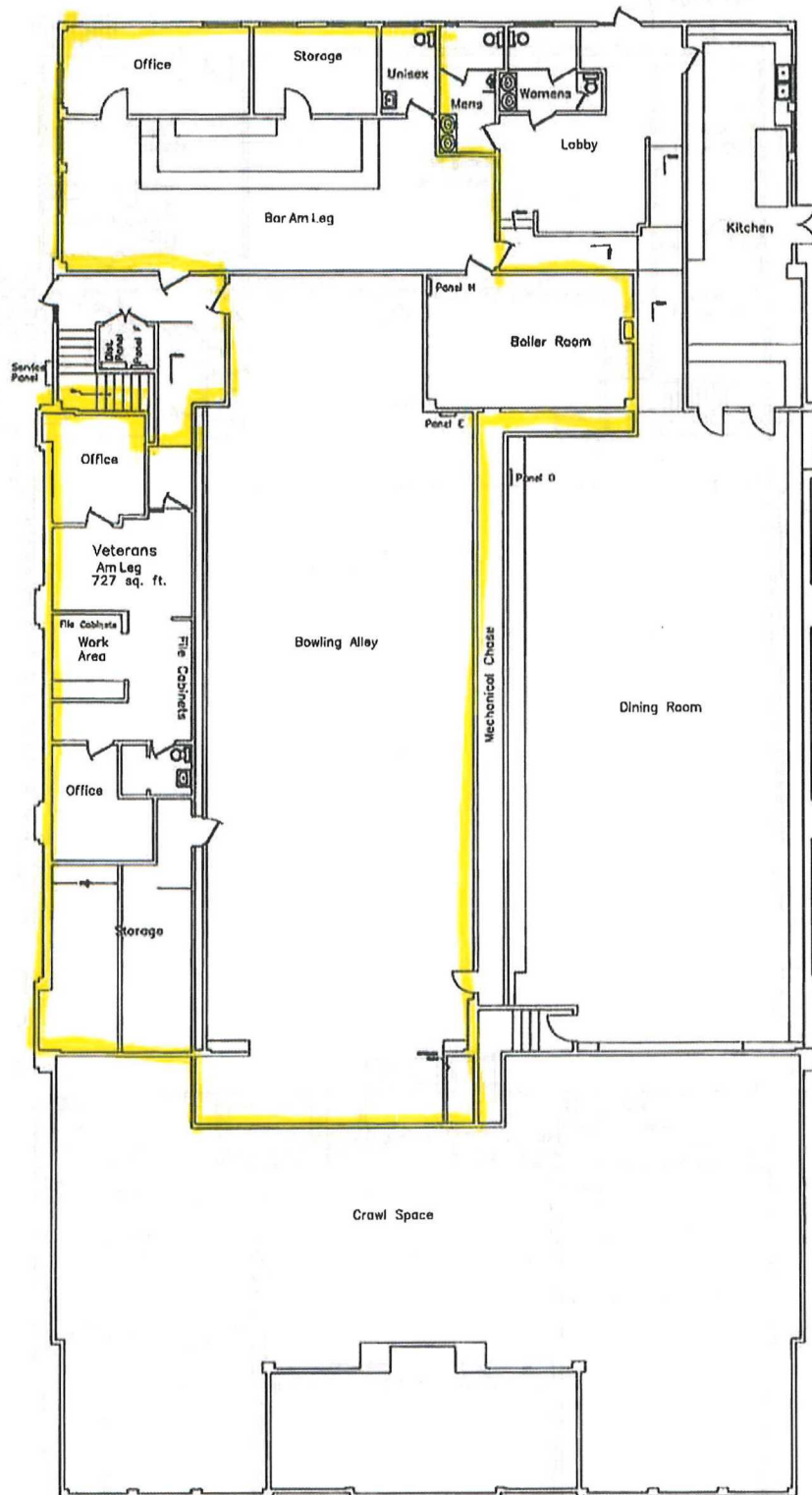
By: *Justin Drinkwater*
Justin Drinkwater (Sep 14, 2022 09:35 PDT)
Justin Drinkwater
Director of Facilities Management

09/14/2022
Date

EXHIBIT A



Grass Valley Vets - Main Level



Grass Valley Vets - Lower Floor Level

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. Lermann 1-26-15
Commander Date

By: Paul Dora 1-27-15
Adjutant Date

COUNTY OF NEVADA

By: Stephen T. Monaghan 2-4-2015
Stephen T. Monaghan Date
Chief Information Officer



American Legion
Frank Gallino Post 130

May 13, 2022

Nevada County Board of Supervisors

950 Maidu Avenue, Ste. 200

Nevada City, CA 95959

Subject: AGREEMENT BETWEEN NEVADA COUNTY AND AMERICAN LEGION FRANK GALLINO POST 130,
GRASS VALLEY

Supervisors:

Post 130 has been working with County Facilities Manager, Justin Drinkwater, and Administrative Services Officer, Elise Strickler for several months negotiating a new Agreement. From the very beginning, both Justin and Elise have been most cooperative working with us to come up with an Agreement which benefits both the County, our American Legion Post and local Veteran organizations.

In an effort to properly word this legal Agreement, we were fortunate to have the pro bono assistance of prior County attorney, Scott McLeran, who worked very efficiently with us and the County, helping produce the final document.

Our Post appreciates the County's positive attitude and continued support of our local Veterans.


Claude Hessel

Commander

cc. Justin Drinkwater; Elise Strickler; Scott McLeran

255 So Auburn St, Grass Valley, CA 95945

www.americanlegionpost130.org
(530) 575-7002