



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-17

For the meeting of: April 18, 2017

Date: April 3, 2017

To: Board of Supervisors

From: *TM* Thomas K. Mattson, Public Works Director

Subject: Approval of license agreement with Healy Senior Center and sublicense agreement with the American Legion Post No. 494 and Veterans of Foreign Wars Post No. 6354

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and sign the license agreement with the Healy Senior Center.
2. Direct the Clerk of the Board to return one original of the executed license agreement to Real Property for transmittal to the Licensor.
3. Approve and sign the sublicense agreement with the American Legion Post No. 494 and Veterans of Foreign Wars Post No. 6354.
4. Direct the Clerk of the Board to return one original of the executed sublicense agreement to Real Property for transmittal to the Sublicensee.

SOURCE OF FUNDING:

General Fund

DISCUSSION:

The John Haynes Memorial Veterans Hall, located at 483 Conger Street, Garberville, is owned by the

Prepared by Ronda Kime CAO Approval Karen Clowen

REVIEW:	County Counsel	Personnel	Risk Manager	Other
Auditor <u>MSU</u>				

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Supervisor Fennell

Ayes Sundberg, Fennell, Bass, Bohn

Nays

Abstain

Absent Wilson

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Apr. 18, 2017

By: Kathy Hayes

Kathy Hayes, Clerk of the Board

County of Humboldt and managed by the local veterans groups. The Department of Public Works (DPW) closed the John Haynes Memorial Veterans Hall due to the significant amount of mold in the building. Testing for mold was performed on April 20, 2016, and a report was submitted to the county on May 11, 2016. While the report did not go as far as to recommend closure of the building, it did recommend closure of sections of the building. After review of the report and knowledge that the facility's heating/cooling system cannot segregate the air in the building, DPW did recommend full closure as there was no way to keep the air circulation system from moving mold spores throughout the building. On June 10, 2016, DPW issued an immediate closure of the building.

The county is obligated to provide meeting space for the veteran groups. The Benbow KOA donated a meeting location twice a month for the veterans groups from August 2016 through October 2016 as a temporary location. On December 13, 2016 your Board approved a lease agreement with the Redwood Community College District (District) and a sublease agreement with American Legion Post 494 and Veterans of Foreign Wars Post 6354 for use of the premises located at 286 Sprowel Creek Road, Garberville.

On March 28, 2017, your Board approved the termination of the lease agreement with the District because the Veterans located a building in Redway that is more suitable for their meetings.

Staff has successfully negotiated a license agreement with the Healy Senior Center in Redway and a sublicense agreement with the veterans groups and is requesting your approval for both. The license agreement cost to the county for the new space will be two hundred dollars (\$200.00) per month. Both the license and sublicense allow for any party of either agreement to provide a thirty (30) day notice to terminate.

FINANCIAL IMPACT:

The annual cost for the license will be two thousand four hundred dollars (\$2,400) or two hundred dollars (\$200) per month. Utilities for the vacated John Haynes Memorial Veterans Hall continue to be paid fully by the county. Should the county require the complete removal of all personal properties owned by the veterans groups located in the building, the county will cover storage costs. This cost is unknown at this time.

Your Board approved, as part of the annual budget, a contribution to the John Haynes Memorial Veterans Hall in the amount of five thousand two hundred dollars (\$5,200) from Contributions Other (1100199). That contribution has not been dispersed and will be used to offset the license amount and any additional ancillary costs.

This item conforms to your Boards Strategic Framework of providing for and maintaining infrastructure and managing resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT:

Healy Senior Center
American Legion Post No. 494
Veterans of Foreign Wars Post No. 6354

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose to not approve the license agreement or sublicense agreement. This is not recommended, as it would leave the veterans groups without a location to hold their monthly meetings.

ATTACHMENTS:

License with Healy Senior Center

Sublicense with American Legion Post No. 494 and Veterans of Foreign Wars Post No. 6354

ORIGINAL

LICENSE AGREEMENT

This Agreement, made and entered into this 18th day of April, 2017, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Healy Senior Center, a nonprofit corporation, hereinafter referred to as LICENSOR, who agree to the following.

1. **LICENSE**

LICENSOR gives its permission, subject to all the terms and conditions of this Agreement, for COUNTY to have exclusive use of the main meeting room of the premises located at 456 Briceland Road, Redway, California, two (2) nights per month, on the second and third Tuesday of each month, between 5:00 pm and 7:00 pm. Said premises is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

2. **LICENSE IS NOT A LEASE**

This Agreement does not constitute a lease, but constitutes a mere License Agreement and COUNTY is limited to the use of the premises expressly and specifically described in paragraph (5).

3. **TERM**

The term of this Agreement shall commence upon Board approval, and shall continue on a month-to-month basis until either party gives thirty (30) days written notice to terminate to the other party.

4. **RENT**

COUNTY shall pay to LICENSOR as rent for the use of the premises a monthly rental as follows:

Two Hundred Dollars (\$200.00)

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.

5. **USE OF PREMISES**

The premises shall be used by COUNTY for the purpose of providing a meeting space for the Veterans of Foreign Wars Post 6354 and American Legion Post 494. The premises shall also include use of the bathrooms and on-site parking.

6. **LICENSOR'S ACCESS TO PREMISES**

LICENSOR shall have reasonable access to the premises.

7. **BUILDING STANDARDS AND COMPLIANCE WITH LAWS**

LICENSOR covenants and warrants that the premises have been constructed and any remodeling done in accordance with all local, state, and federal laws and regulations, including but not limited to, the Americans with Disabilities Act. LICENSOR further agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards, and any other applicable standards or established criteria locally or by the state or federal governments.

LICENSOR shall supply and install fire extinguishers in compliance with current building and fire codes.

COUNTY shall have the right to terminate upon seven (7) days notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

8. **UTILITIES**

LICENSOR agrees to furnish and pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the premises by COUNTY. COUNTY shall pay for its own telephone and communication services.

9. **JANITORIAL**

LICENSOR shall be responsible for janitorial services to the licensed premises.

10. **MAINTENANCE**

LICENSOR shall be responsible for maintenance of the exterior and interior of the building, except for the following:

A. Any repairs caused by negligence of COUNTY personnel or COUNTY sublicensees.

B. Any repairs to County's phone system, computers, security system or installation thereof.

The HVAC system shall be maintained and operated by LICENSOR to provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, California Administrative Code, in effect at the time the building permit was issued.

The HVAC system shall be inspected each year by a qualified inspector. LICENSOR shall notify COUNTY when the inspection shall occur. LICENSOR shall provide COUNTY with a copy of the inspection report within two (2) days of receipt by LICENSOR. LICENSOR shall correct any problems found during the inspection within ten (10) days of the date of the inspection.

LICENSOR shall change the HVAC filters quarterly.

LICENSOR shall clean the HVAC vents quarterly.

LICENSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.

11. **IMPROVEMENTS AND ALTERATIONS**

COUNTY may make non-structural alterations or improvements to the premises to accommodate COUNTY'S use of the premises. However, COUNTY shall not make any alterations or improvements to the premises being used without the prior written consent of LICENSOR. Such consent shall not be unreasonably withheld.

Upon termination of Agreement, COUNTY shall have the right to remove from the premises any such equipment installed by COUNTY.

12. **SMOKING**

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or licensed premises are smoke free. LICENSOR shall comply with said provision.

13. **HOLD HARMLESS/INDEMNIFICATION**

A. LICENSOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, sublicensees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LICENSOR'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

B. COUNTY shall indemnify, defend and hold harmless LICENSOR and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LICENSOR.

C. Acceptance of insurance, if required by this Agreement, does not relieve LICENSOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LICENSOR'S operations regardless if any insurance is applicable or not.

14. **LICENSOR'S INSURANCE**

This License shall not be executed by COUNTY and LICENSOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting LICENSOR'S indemnification provided for herein, LICENSOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LICENSOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

LICENSOR is responsible for providing "All-Risk" Property Insurance for this location.

C. Workers' Compensation Insurance

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

15. COUNTY'S INSURANCE

Without limiting COUNTY'S indemnification provided herein, COUNTY shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive/Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

COUNTY is responsible for providing an "All-Risk" Property Insurance for the contents of COUNTY'S personal property at this location.

C. Workers Compensation Insurance

COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

16. SPECIAL INSURANCE REQUIREMENTS

Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. LICENSOR

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, sublicensees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of LICENSOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, sublicensees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- d. Does not contain a pro-rata, excess only, and /or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.
- f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 17. It is further understood that LICENSOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to

COUNTY that equal or better insurance has been secured and is in place.

g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LICENSOR'S insurance and will not be called upon to contribute with it.

2. LICENSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If LICENSOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LICENSOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LICENSOR under this Agreement.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LICENSOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

B. COUNTY

1. The Comprehensive General Liability Policy shall provide that the LICENSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to the LICENSOR, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Contains a cross liability, severability of interest or separation of insureds clause.
- d. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to LICENSOR and in accordance with the Notice provisions

set forth under Section 17. It is further understood that COUNTY shall not terminate such coverage until it provides LICENSOR with proof satisfactory to LICENSOR that equal or better insurance has been secured and is in place.

e. COUNTY shall furnish LICENSOR with certificates and original endorsements effecting the required coverage of this Agreement by LICENSOR.

C. COUNTY AND LICENSOR

1. The COUNTY and LICENSOR agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

3. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to LICENSOR, COUNTY, their officers, officials, employees, and volunteers.

17. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

LICENSOR: Healy Senior Center
PO Box 1849
Redway, CA 95560

COUNTY: County of Humboldt
Public Works
Real Property Division
1106 Second Street
Eureka, CA 95501

All insurance notices shall also be sent to:

County of Humboldt
Human Resources - Risk Management Services
825 Fifth Street, Room 100
Eureka, CA 95501

Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this Section.

18. **LICENSE IS PERSONAL**

The license herein granted is personal to COUNTY and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part without prior written consent of LICENSOR and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until LICENSOR shall have given its written consent.

19. **NUCLEAR FREE CLAUSE**

LICENSOR certifies by its signature below that LICENSOR is not a Nuclear Weapons contractor, in that LICENSOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LICENSOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if LICENSOR becomes a nuclear weapons contractor.

20. **JURISDICTION AND APPLICABLE LAWS**

This agreement shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

21. **COUNTY'S RIGHT TO ERECT SIGNS**

COUNTY shall have the right to erect and maintain upon the premises all signs that it deems appropriate. LICENSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. LICENSOR and COUNTY shall mutually agree as to the location, size, and style of any signs.

22. **REAL PROPERTY TAXES**

LICENSOR shall pay all real property taxes and general and special assessments levied and assessed against the premises.

23. **DESTRUCTION OF PREMISES**

In the event the premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

If such casualty occurs and a portion of said premises is still usable by COUNTY, the rent shall be prorated on a square footage basis of usable space until the premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of COUNTY'S right to terminate this Agreement as provided in this paragraph (23).

In the event that the premises are destroyed in whole or in part by fire or other casualty, and the cost of restoring the same exceeds the then remaining rental for the unused portion of the term of this Agreement, LICENSOR shall have the option to rebuild or to terminate this Agreement. Such option shall be exercised by LICENSOR by notice in writing to COUNTY within seven (7) days following the date of loss. LICENSOR'S option to rebuild shall not constitute a waiver of COUNTY'S right to terminate this Agreement, as provided in this paragraph (23).

24. **LICENSOR DEFAULT**

LICENSOR shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LICENSOR. If the default cannot reasonably be cured within ten (10) days, LICENSOR shall not be in default of this Agreement if LICENSOR commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the

default.

25. **COUNTY'S REMEDIES ON LICENSOR'S DEFAULT**

COUNTY, at any time after LICENSOR is in default, can terminate this Agreement or can cure the default at LICENSOR'S cost. If COUNTY at any time, by reason of LICENSOR'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSOR to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSOR. If LICENSOR fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

26. **TERMINATION**

COUNTY reserves the right to terminate this Agreement, upon seven (7) days written notice, for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. The making by LICENSOR of any general assignment for the benefit of creditors.
- B. The failure of LICENSOR to pay promptly when due all charges, fees, or other payments in accordance with this Agreement.
- C. The failure of LICENSOR to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LICENSOR or its employees.
- D. The violation of any of the provisions of this Agreement.
- E. The premises becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or

other documents.

27. **LICENSE MODIFICATION**

This Agreement may be modified only by subsequent written agreement signed by COUNTY and LICENSOR.

28. **LICENSOR NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY**

While engaged in carrying out and complying with the terms and conditions of this Agreement, LICENSOR is an independent contractor and not an officer, employee, or agent of COUNTY.

29. **ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. **WAIVER OF BREACH**

The waiver by COUNTY of any breach of any provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

31. **BREACH, REMEDY FOR**

In the event of breach of this Agreement by LICENSOR or COUNTY, COUNTY and/or LICENSOR shall have all rights and remedies provided by law.

32. **SURRENDER OF PREMISES**

At the termination of this Agreement, COUNTY shall surrender the premises to LICENSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake or the elements or other casualty.

33. **BINDING EFFECT**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

(SEAL)

ATTEST:
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By: *Jan Hatfield*

By: *Vernice Bass*
Chairperson, Board of Supervisors
County of Humboldt,
State of California

LICENSOR:

By: *Gary Wellbon*
Title *Treasurer*

By: *Jack Foster*
Title *President*

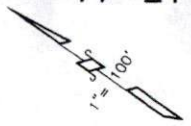


EXHIBIT A



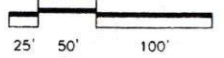
ASSESSOR'S PARCEL MAP

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

RS, Bk 11 of surveys, Pg 85
 RS, Bk 31 of surveys, Pg 22

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 77, Pg. 21
 County of Humboldt, CA.



Dec 28, 2005

SUBLICENSE

This SUBLICENSE is made and entered into this 18th day of April, 2017, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and American Legion Post No. 494 and Veterans of Foreign Wars Post No. 6354, hereinafter referred to as SUBLICENSEE;

WHEREAS, COUNTY has a License for use of the property located at 456 Briceland Road, Redway, California, from the Healy Senior Center, hereinafter referred to as LICENSOR; and

WHEREAS, the License between COUNTY and LICENSOR is for a month-to-month term commencing April 17, 2017; and

WHEREAS, LICENSOR has consented to and approved the SUBLICENSE, subject to all terms of the License signed between LICENSOR and COUNTY on April 11, 2017, between COUNTY and SUBLICENSEE; and

WHEREAS, SUBLICENSEE desires to SUBLICENSE the premises for a meeting place and COUNTY desires to SUBLICENSE the premises described herein to SUBLICENSEE;

NOW, THEREFORE, it is mutually agreed as follows:

1. PREMISES

COUNTY sublicenses to SUBLICENSEE and SUBLICENSEE sublicenses from COUNTY the following described premises located in Redway, County of Humboldt, State of California:

Exclusive use of the main meeting room located at 456 Briceland Road, Redway, California. The sublicensed premises shall also include the use of the bathrooms and onsite parking.

2. USE OF PREMISES

The premises shall be used by SUBLICENSEE for a meeting room for SUBLICENSEE. SUBLICENSEE shall have use of the premises, two (2) nights per month, on the second and third Tuesday of each month, between 5:00 pm and 7:00 pm.

3. QUIET ENJOYMENT

Subject to the provisions of this SUBLICENSE and conditioned upon performance of all the provisions performed by SUBLICENSEE hereunder, COUNTY shall secure to SUBLICENSEE during the term the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM OF SUBLEASE

The term of this SUBLICENSE shall commence on April 17, 2017, and continue on a month-to-month basis until either party gives 30 days written notice to the other party.

5. CONSIDERATION

The consideration for the use of said premises shall be the benefit to the Veterans of the Garberville area.

6. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or sublicensed premises are smoke free. SUBLICENSEE shall comply with said provision.

7. UTILITIES

SUBLICENSEE shall be responsible for telephone, internet and data service.

8. JANITORIAL

SUBLICENSEE shall remove all of its personal belongings and place trash in receptacles provided by LICENSOR after each meeting. LICENSOR is responsible for all other janitorial services to the premises.

9. MAINTENANCE AND REPAIRS

During the term of this SUBLICENSE or any extension thereof, SUBLICENSEE shall be responsible for:

A. Any repairs caused by negligence of SUBLICENSEE'S personnel, agents, officers, or invitees.

B. Any repairs to SUBLICENSEE'S phone system or computers.

10. IMPROVEMENTS AND ALTERATIONS

SUBLICENSEE shall not make any alterations or improvements to the sublicensed premises without the prior written consent of LICENSOR AND COUNTY.

Upon termination of the SUBLICENSE, SUBLICENSEE shall have the right to remove from the premises any such equipment installed by SUBLICENSEE.

11. INSTALLATION AND REMOVAL OF TRADE FIXTURES

SUBLICENSEE shall not make, cause or permit to be installed and/or affixed to the premises any fixtures, signs or equipment without the prior written consent of LICENSOR and COUNTY. All such fixtures, signs and equipment shall remain the property of SUBLICENSEE and may be removed at any time provided that SUBLICENSEE, at its expense, shall repair any damage caused by such removal.

12. SUBLICENSEE'S RIGHT TO ERECT SIGNS

Upon LICENSOR'S and COUNTY'S approval, SUBLICENSEE shall have the right to erect and maintain signs upon the premises.

13. HOLD HARMLESS/INDEMNIFICATION

A. SUBLICENSEE shall indemnify, defend and hold harmless LICENSOR, COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with SUBLICENSEE'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LICENSOR or COUNTY.

B. Acceptance of insurance, if required by this Agreement, does not relieve SUBLICENSEE from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by SUBLICENSEE'S operations regardless if any insurance is applicable or not.

14. SUBLICENSEE'S INSURANCE

This SUBLICENSE shall not be executed by COUNTY and SUBLICENSEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting SUBLICENSEE'S indemnification provided for herein, SUBLICENSEE shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of SUBLICENSEE, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

SUBLICENSEE is responsible for providing "All-Risk" property insurance for SUBLICENSEE'S personal property for this location.

C. Workers' Compensation Insurance Coverage

Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

If SUBLICENSEE has no employees, SUBLICENSEE may sign the following certification in lieu of Workers' Compensation Insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' completion or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this Agreement."

SUBLICENSEE: Loren A. Ponzio DATE: 3-21-2017

15. SPECIAL INSURANCE REQUIREMENTS

Said policies shall unless otherwise specified herein be endorsed with the following provisions:

A. **SUBLICENSEE**

1. The Comprehensive General Liability Policy shall provide that the LICENSOR, COUNTY, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of SUBLICENSEE. The coverage shall contain no special limitations on the scope of protection afforded to the LICENSOR, COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County.
- d. Does not contain a pro-rata, excess only, and /or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.
- f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to LICENSOR and COUNTY and in accordance with the Notice provisions set forth under Section 22. It is further understood that SUBLICENSEE shall not terminate such coverage until it provides LICENSOR and COUNTY with proof satisfactory to LICENSOR and COUNTY that equal or better insurance has been secured and is in place.
- g. Is primary coverage to LESSOR and COUNTY, and insurance or self-insurance programs maintained by LESSOR and COUNTY are excess to SUBLICENSEE'S insurance and will not be called upon to contribute with it.

2. SUBLICENSEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If SUBLICENSEE does not keep all required policies in full force and effect, LICENSOR or COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and SUBLICENSEE agrees to pay the cost of said insurance.

3. COUNTY is to be notified immediately if twenty-five percent

(25%) or more of any required insurance aggregate limit is encumbered and SUBLICENSEE shall be required to purchase additional coverage to meet the aggregate limits set forth above.

a. Contains a cross liability, severability of interest or separation of insureds clause.

b. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 22. It is further understood that LICENSEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

c. SUBLICENSEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage of this Agreement by COUNTY.

B. SUBLICENSEE AND COUNTY

1. SUBLICENSEE and COUNTY agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorney's fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

3. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to SUBLICENSEE, COUNTY, their officers, officials, employees, and volunteers.

16. PARKING

Sublicensed premises provides shared off-street parking spaces.

17. USE UNLAWFUL OR PREMISES CONDEMNED

If it becomes unlawful for SUBLICENSEE to conduct its intended operations on the premises, or if a portion of the premises or approaches thereto is condemned by public authority so that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises so that the premises become impossible to use, SUBLICENSEE shall have the right at any time thereafter to terminate this SUBLICENSE by giving COUNTY seven (7) days notice in writing of such termination.

18. NUCLEAR FREE CLAUSE

SUBLICENSEE certifies by its signature below that SUBLICENSEE is not a nuclear weapons contractor, in that SUBLICENSEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SUBLICENSEE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this SUBLICENSE if it determines that the foregoing certification is false or if SUBLICENSE becomes a nuclear weapons contractor.

19. SUBLICENSEE DEFAULT

SUBLICENSEE shall be in default of this SUBLICENSE if it fails or refuses to perform any material provision of this SUBLICENSE that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to SUBLICENSEE. If the default cannot reasonably be cured within ten (10) days, SUBLICENSEE shall not be in default of this SUBLICENSE if SUBLICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

20. COUNTY'S REMEDIES ON SUBLICENSEE'S DEFAULT

COUNTY, at any time after SUBLICENSEE is in default, can terminate this SUBLICENSE or can cure the default at SUBLICENSEE'S cost. If COUNTY at any time, by reason of SUBLICENSEE'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from SUBLICENSEE to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by SUBLICENSEE until COUNTY is reimbursed by SUBLICENSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this SUBLICENSE.

21. TERMINATION

COUNTY reserves the right to terminate this SUBLICENSE, upon seven (7) days written notice, for any cause or reason provided by the SUBLICENSE itself, or by law, or upon the happening of one or more of the following:

- A. The making by SUBLICENSEE of any general assignment for the benefit of creditors.
- B. The failure of SUBLICENSEE to pay promptly when due all charges, fees, or other payments in accordance with this SUBLICENSE.
- C. The failure of SUBLICENSEE to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by SUBLICENSEE or its employees.
- D. The violation of any of the provisions of this SUBLICENSE.
- E. The building becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

22. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

SUBLICENSEE:

American Legion Post No. 494
Veterans of Foreign Wars Post No. 6354
PO Box 133
Garberville, CA 95542

COUNTY:

County of Humboldt
Department of Public Works
Real Property Division
1106 Second Street
Eureka, CA 95501

All insurance notices shall also be sent to:

County of Humboldt
Attn: Risk Manager
825 Fifth Street, Room 131
Eureka, CA 95501

23. ASSIGNMENT

This SUBLICENSE shall not be assigned by either party without the written consent of the other party and LICENSOR.

24. SUBLICENSE MODIFICATION

This SUBLICENSE may be modified only by subsequent written agreement signed by SUBLICENSEE and COUNTY.

25. SUBLICENSEE NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this SUBLICENSE, SUBLICENSEE is an independent contractor and not an officer, employee, or agent of COUNTY.

26. WAIVER OF BREACH

The waiver by COUNTY of any breach of any provisions of this SUBLICENSE shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this SUBLICENSE.

27. BREACH, REMEDY FOR

In the event of breach of this SUBLICENSE by SUBLICENSEE or COUNTY, SUBLICENSEE and/or COUNTY shall have all rights and remedies provided by law.

28. SURRENDER OF PREMISES

At the termination of this SUBLICENSE, SUBLICENSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. SUBLICENSEE shall be under no obligation to repair or restore the whole or any portion of the building which may be damaged by reason of fire, earthquake, the elements or other casualty.

29. BINDING EFFECT

All provisions of this SUBLICENSE shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

30. JURISDICTION AND APPLICABLE LAWS

This SUBLICENSE shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this SUBLICENSE shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

31. INTERPRETATION

As this SUBLICENSE was jointly prepared by both parties, the language in all parts of this SUBLICENSE shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

IN WITNESS WHEREOF, this SUBLICENSE has been executed by the parties hereto upon the date first written above.

(SEAL)

ATTEST:
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

BY [Signature]

BY [Signature]
CHAIRPERSON,
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

SUBLICENSEE

BY [Signature]

BY [Signature]

TITLE VFW POST 6354
QUARTERMASTER

TITLE American Legion CFO