

FIRST AMENDMENT TO THE AGREEMENT FOR VETERANS HALL MANAGEMENT

The agreement entered into on November 5, 1991, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY and SUNSET POST #2207, VETERANS OF FOREIGN WARS; WALKER BAILEY POST #205, AMERICAN LEGION; hereinafter called VETERANS, which agreement is entitled "Veterans Hall Management Agreement" ("the agreement") is amended by the parties this 8 day of December, 1992, as follows:

WHEREAS, the COUNTY entered into an agreement for rental of the VETERANS hall on November 5, 1991, and in April, 1992, an earthquake damaged the building, this amendment is necessary so that the portion of the building which is usable can be made available again for the VETERANS use. COUNTY and VETERANS have determined that the portions of the building let hereunder are safe for occupancy based on the evaluation of the building by a structural engineer and the remedial action taken by pursuant thereto.

1. Paragraph 1, at page one (the first paragraph under "COUNTY RESPONSIBILITIES") is hereby deleted and amended to read as follows:

"1. COUNTY agrees to make available to VETERANS the portion of the premises commonly known as the Fortuna Veterans Memorial Building (hereinafter referred to as "HALL") for the explicit purpose of holding meetings of recognized veterans organizations. These areas are so identified on the attached floor plan EXHIBIT E. VETERANS usage is limited to the unrestricted areas. VETERANS usage is defined as those activities of the VETERANS which are limited specifically to the use of the VETERANS groups and/or their auxiliaries"

2. Paragraph 1, at page two (the first paragraph under "HOLD HARMLESS/INDEMNIFICATION") is hereby amended to read as follows:

"(1) HOLD HARMLESS/INDEMNIFICATION

VETERANS agree to indemnify and hold harmless and, at its own risk, cost, and expense, defend the COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expenses, including defense costs, legal fees, and claims for damages arising from VETERANS negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense cost shall be made at the time COUNTY incurs such costs."

REQUIREMENTS") at page 5 is hereby deleted and amended to read as follows:

"(6) The term of this amendment shall be an initial period beginning on the date of the Amendment is executed by COUNTY and ending on June 30, 1993, provided that the Amendment shall be automatically renewed each July 1st for an additional one year period each year, unless either party gives the other party written notice of termination prior to April 1st of that year."

11. Except as specifically modified herein, all terms and conditions of the agreement shall remain in full force and effect and shall be binding on the parties in the performance of this agreement.

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VETERANS HALL MANAGEMENT AGREEMENT

This Agreement, entered into this 5th day of November, 1991, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and SUNSET POST #2207, VETERANS OF FOREIGN WARS; WALKER BAILEY POST #205, AMERICAN LEGION; hereinafter called VETERANS.

WITNESSETH:

WHEREAS, COUNTY desires, pursuant to Chapter 2 of Division 6 of the Military and Veterans Code, to provide space which may be used as a meeting place for "veterans associations"; and

WHEREAS, VETERANS desire to assist COUNTY in carrying out the management duties and responsibilities of COUNTY at the Fortuna Veterans Memorial Building;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

COUNTY RESPONSIBILITIES:

(1) COUNTY agrees to make available to VETERANS the premises commonly known as the Fortuna Veterans Memorial Building (hereinafter referred to as "HALL") for the primary purpose of holding meetings of recognized veterans organizations. Said facility may also be used for other purposes, including but not limited to, community civic purposes. Said facility is not to be used for commercial sale of merchandise that may create competition for local merchants.

(2) COUNTY reserves the right to the use of the premises for all purposes consistent with the provisions of this Agreement, provided such use does not interfere with the VETERANS use. VETERANS agree to relinquish all or any part of the premises to the COUNTY for use as a disaster care center or other emergency facility as specified in Paragraph 3(g).

(3) COUNTY shall, at its own cost and expense, be responsible for structural maintenance and improvements at the HALL. The determination as to what and when structural maintenance and improvements shall be made solely at COUNTY'S discretion.

(4) COUNTY agrees, insofar as possible, to provide funding to HALLS with a yearly sum to cover cost of water, sewer, electricity, gas, garbage, and local telephone service.

VETERANS RESPONSIBILITIES

VETERANS hereby assume responsibility for management and operation of the HALL. Included within this responsibility are the following:

(1) HOLD HARMLESS/INDEMNIFICATION

VETERANS agree to indemnify and hold harmless and, at its own risk, cost, and expense, defend the COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from LESSOR'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incurs such costs.

(2) INSURANCE

VETERANS, at their own expense and for the life of this Agreement, agree to obtain and maintain policies of insurance for:

(a) Comprehensive General Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit covering all bodily injury and property damage arising out of any use of the HALL by VETERANS or non-veterans groups or persons pursuant to this Agreement.

(b) Liquor Legal Liability Insurance in the amount of not less than \$500,000.00 if VETERANS distribute, sell, or furnish alcoholic beverages on the leased premises to non-members of said HALL.

(c) The above insurance shall be underwritten by insurance companies authorized to do business in the State of California, and Certificates of Insurance referred to above must include the following:

(1) Name the County of Humboldt as "additional insured".

(2) The insurance carrier(s) will give the COUNTY sixty (60) days prior written notice of any material change or cancellation.

(3) A statement from the insurance carrier stating that the insurance carrier(s) will not deny liability by reason of the insured or additional insured being a state, county, municipal corporation or governmental agency.

(4) A statement from the insurance carrier(s) that such policies shall constitute primary insurance as to

the COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers, so that any other policies held by the COUNTY shall not contribute to any loss under said insurance policies.

The COUNTY reserves the right to obtain complete copies of the original insurance policies, if the County Risk Manager decides to do so.

If VETERANS do not keep the above mentioned insurances in full force and effect during the life of the Agreement, COUNTY, at VETERANS' expense, may elect to purchase the necessary insurances, and VETERANS agree to pay the cost of said insurances or, in the alternative, COUNTY may elect to treat the failure to maintain the requisite insurances as a breach of contract and terminate the Agreement as provided herein.

(3) MISCELLANEOUS RESPONSIBILITIES

General upkeep and maintenance of the premises in accordance with the guidelines attached hereto as Exhibit "A".

(a) The purpose of the fee schedule is to supplement the contribution made to said HALL by generating enough revenue to pay the cost of maintaining, repairing, and operating HALL (i.e., purchasing insurance, kitchen appliance repair and replacement, kitchen utilities, furniture repair and replacement, and other responsibility as set forth on attached Exhibit "A".

(b) Should it be desired to amend or alter the house rules or fee schedule during the term of this agreement, a copy of the proposed changes must be submitted to COUNTY for its approval by the Board of Supervisors before the amended rules may take effect.

(c) Scheduling use at the HALL by Veterans and non-veteran groups or individuals. VETERANS shall make the premises available at all reasonable times for meetings and other public gatherings sponsored by organizations and persons other than VETERANS groups, provided such use will not interfere with planned use of the premises by VETERANS groups for business or organizational meetings. All use of the premises shall be subject to house rules as described in Exhibit "B" and the charges shall be subject to the fee schedule described in Exhibit "C".

(d) VETERANS shall submit a record to COUNTY of all meetings and functions held on the premises during the calendar year, January through December. This report shall be submitted to the COUNTY on or before March 1 of each year. The report shall list on a day-to-day basis all organizations utilizing the premises and the amount of rent charged, if any. In addition, VETERANS shall submit a report of all expenses incurred. This report shall list on a day-to-day basis all expenditures incurred

during said calendar year. Report shall be submitted to COUNTY on or before March 1 of each year prior to the Board of Supervisor's budget hearings and before implementation of any major changes in funding for HALLS which may be proposed.

(e) VETERANS shall inventory all personal property belonging to COUNTY and in the possession of VETERANS and file said inventory with COUNTY as of June 30th of each year. It is further covenanted and agreed that no equipment belonging to COUNTY shall be removed from said building or premises at any time unless VETERANS shall designate a specific person or committee who will be responsible for said equipment, its care, and safe return. Said committee may permit such removal upon such conditions as it deems appropriate.

(f) VETERANS agree to reimburse COUNTY for any damage to said property caused by VETERANS occupation or tenancy, other than that due to normal use.

(g) VETERANS specifically agree to relinquish all or any part of the premises to COUNTY for use as a disaster care center or other emergency facility during any state of emergency declared by the Board of Supervisors, upon COUNTY advising VETERANS of such intended use. VETERANS shall require that any non-veterans group using the HALL agree to relinquish the premises in the event of a disaster or emergency pursuant to this paragraph. In such event, control of the premises shall automatically revert to VETERANS when the Board of Supervisors officially declares that the state of emergency no longer exists.

(h) VETERANS shall require any group, including VETERANS groups, to abide by any COUNTY, city, or state laws, including but not limited to noise abatement, crowd control, parking ordinances, and public nuisances.

(4) USER REQUIREMENTS

VETERANS shall require any organization using the premises to sign and abide by the terms of the Rental Agreement attached hereto as Exhibit "D".

INSURANCE

Rental Agreement shall not be executed by VETERANS, and USER is not entitled to any rights unless Certificate of Insurance or other sufficient proof that the following insurance is in effect, the following provisions have been complied with, and such certificate is on file with said VETERANS:

(a) VETERANS shall require any group, including VETERANS groups which use the HALL, to obtain and maintain at their own expense, Comprehensive General Liability Insurance in the amount of \$300,000.00.

(b) VETERANS shall require any group, including VETERANS groups, which dispenses or permits the use of alcoholic beverages at the HALL, to first obtain all necessary permits at their own expense, and to obtain and maintain at their own expense the following insurance as applicable:

(1) Comprehensive General Liability Insurance including LIQUOR LEGAL LIABILITY in an amount not less than \$1,000,000.00, if said group is charging for liquor served at said HALL.

(2) Comprehensive General Liability Insurance including HOST LIQUOR LIABILITY in an amount not less than \$300,000.00, if said group is serving liquor to guest at no charge.

The above mentioned insurance policies shall be underwritten by insurance companies authorized to do business in the State of California and certificates referred to above must include the following:

(a) Name the said VETERANS and County of Humboldt as "additional insured".

(b) Shall constitute primary insurance as to the COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers, and said VETERANS so that any other policies held by COUNTY or VETERANS shall not contribute to any loss under said insurance policies.

(5) VETERANS agree that if default shall be made in any of the covenants or agreements herein agreed to be kept by VETERANS, and if default cannot be cured within thirty days (30) after receiving written notice from COUNTY, then it shall be lawful for COUNTY, at its option, to immediately terminate this Agreement and thereupon be entitled to immediate possession of this property.

(6) The term of this Agreement shall be an initial period beginning on the date the Agreement is executed by COUNTY and ending on June 30, 1992, provided that the Agreement shall be automatically renewed each July 1st for an additional one-year period each year, unless either party gives the other party written notice of termination prior to April 1st of that year.

(7) The Humboldt County Department of Public Works at 1106 Second Street, Eureka CA 95501 is hereby designated as the official representative of COUNTY for the administration of this Agreement. All personal property inventories, proposed changes in house rules, records of meetings and functions, records of expenses incurred, and other correspondence are to be directed to said Department.

(8) The following committee is designated to receive any notices and reports: Hall Committee Chairman, Jim Cruse, Fortuna Veterans



Veterans Building, PO Box 205, Fortuna CA 95540

This Agreement shall not be assigned by either party to anyone without the prior written consent of the other party. Any attempted assignment without such consent is void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officials thereof on the day and year first above written.

(SEAL)
ATTEST:
CLERK OF THE BOARD
J. BRUCE RUPP

COUNTY OF HUMBOLDT

BY Doris L. Muir
DEPUTY

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

APPROVED AS TO FORM:
COUNTY COUNSEL

VETERANS:
WALKER BAILEY POST #205
AMERICAN LEGION

BY [Signature]
DEPUTY

BY Donald J. Truelo

INSURANCE CERTIFICATES
REVIEWED AND APPROVED:

TITLE Commander - Post 205
SUNSET POST #2207
VETERANS OF FOREIGN WARS

BY [Signature]
RISK MANAGER

BY [Signature]
TITLE Commander - 2207 - VFW

EXHIBIT A

Guidelines for determining responsibility for maintenance and repair of Veterans buildings:

County Responsibility

Exterior

- (1) Roof - repair and replacement
- (2) Painting
- (3) Walks, stairs, ramps, and porches
- (4) Window frames, including caulking
- (5) Flagpole
- (6) Exterior doors and hardware
- (7) Light fixtures (excluding bulbs)

Interior

- (1) Light fixtures (excluding bulbs)
- (2) Major plumbing fixtures, water lines, gas lines, and waste lines
- (3) Electrical wiring, main service, and subpanels
- (4) Scheduled painting of walls and ceilings
- (5) Scheduled refinishing of floors
- (6) Heaters, ventilating and air conditioning units, other than annual maintenance and filter changes
- (7) Carpet replacement
- (8) Fire extinguishers - maintenance and replacement

Veterans Responsibility

Exterior

- (1) All yard maintenance, including off-street parking area
- (2) Replacement of door and window glass
- (3) All damage caused by veterans or their users, other than normal wear
- (4) Replacement of light bulbs

VETERANS MEMORIAL BUILDING FORTU.
RULES AND REGULATIONS

#1 POSITIVELY no public dances.

#2 Dinner dances (no more than 200 people). A dinner dance means , evening cocktails, with dinner following, and then a dance to last no later than 2:00 A.M.

#3 All alcohol sold in the buildding other than veterans organizations will be subject to revue by the building committee.

#4 All contracts for the use of the building will state the name of the organization, the name of its leader, and what the funtion is and charged accordingly.

#5 All dinner dances with cocktails being sold (other than veterans organizations)will be charged one half of the gross of the proceeds from the alcohol sold, money to be payed to the building committee for the replacement of tables, table legs, dishes, repairs and other items as needed.

#6 All organizations other than veterans will have their own insurance to cover that funtion.

#7 any organization renting the veterans memoral building and having any trouble with the public in any way will have to go befor the building committee for future consideration.

#8 Any organization renting a part of the building and using a part of that building that they did not pay rent for will be charged for that part of the building and have to go befor the building committee for future consideration.

#9 All organizations using the building the day befor the date of contract will be charged an extra day use for that part of the buildding that was rented, unless stipulated by the building committee.

#10 All organizations renting the building will vacate the building on that day that is on the contract or will be charged an extra day for that part of the building that was rented, unless stipulated by the building commitee.

EXHIBIT B

FORTUNA " VETERANS" MEMORIAL BUILDING
1426 MAIN STREET
P.O. BOX 130
FORTUNA, CALIFORNIA

The charges for the building use are as follows.

	<u>Rent Per Day</u>
Dining Room	\$75.00
Dining Room & Kitchen	100.00
Kitchen use only	75.00
Auditorium	125.00
Entire Building	175.00
(Dining Room, Kitchen and Auditorium)	
(Not including Meeting Rooms & Bar)	
Mens or Womens Meeting Room	35.00
Security Fee	100.00
(Security Fee Deposit to cover improper cleanup and property damage)	

Rules and Regulations for use of the Building.

1. Rent and security fee to be paid at any Building Committee Meeting prior to the use of building to confirm reservations.
2. A charge of \$5.00 will be deducted from the security fee if key to building is lost or not returned to the committee.
3. The Security Fee is only a deposit on cleanup and damage. If the building is not cleaned up satisfactorily and damage repaired. If the deposit does not take care of the cost, additional billing will be to the organization or individual renting the building.
4. Deposit will be refunded if Building is properly cleaned and there is no damage.
5. Signs on front of building will be hung by hooks only. No tacks, nails, tape, etc. to be used.
6. A Security Fee will be paid by all persons using the building, even V.F.W. and American Legion members who use the building outside of organizational functions.
7. Club Bar Room to be used by Veterans Groups only.
8. Nothing to be removed from the walls in the Mens Meeting Room, Entrance Hall or Womens Meeting Room.
9. No nails, tacks, etc. in floors or walls unless provided.

Fortuna Veterans' Memorial Building
Hall Committee

Revised on,

Sept. 2, 1981
Oct. 6, 1982
Aug. 1, 1984
May 7, 1986
Jan. 30, 1991

EXHIBIT C

alcoholic beverages the Rental Agreement must specifically state that this use is permissible.

(6) USER shall not enter upon or be entitled to use HALL or any portion thereof unless USER has obtained all the necessary permits to dispense liquor. USER who dispenses or permits the use of alcoholic beverages at HALL shall not enter upon or be entitled to use said premises unless the following insurance has been obtained as applicable:

(a) COMPREHENSIVE GENERAL LIABILITY INSURANCE
INCLUDING LIQUOR LEGAL LIABILITY INSURANCE
in an amount of not less than One Million Dollars
(\$1,000,000.00), if said USER is charging for liquor
served at HALL.

(b) COMPREHENSIVE GENERAL LIABILITY INSURANCE
INCLUDING HOST LIQUOR LIABILITY INSURANCE
in an amount of not less than Three Hundred Thousand Dollars
(\$300,000.00), if USER is serving liquor to guests at no
charge.

Said insurance policies shall name _____
and County of Humboldt, its Board of Supervisors, officers,
agents, employees, and volunteers as additional insured.

(8) USER agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend the VETERANS, COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from USER'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY and/or VETERANS incur such costs.

(9) Should USER fail to deliver the certificates/policies of insurance and/or permits as specified in paragraphs 4, 5, 6, and 7, the Rental Agreement shall terminate. VETERANS shall retain as liquidated damages for such failure any and all payments or fees paid to VETERANS by USER.

(10) USER shall pay in advance any and all rentals or use fees.

(11) This Rental Agreement is terminable at will.

(12) USER shall vacate the premises to VETERANS or the COUNTY in the event the Board of Supervisors declares a state of emergency.

(13) USER shall abide by and comply with any state, county, or city law or ordinance governing the use of the premises including, but not limited to, noise abatement, crowd control, fire ordinances, parking ordinances, and public nuisances.

EXHIBIT D

RENTAL AGREEMENT FOR USE OF VETERANS MEMORIAL BUILDING

CA

THIS AGREEMENT, made this _____ day of _____, 19____, at _____, California, by and between the House Committee of Veterans Memorial Building, _____, California, acting for and on behalf of Veterans of Foreign Wars Post No. _____ and American Legion Post No. _____, hereinafter called VETERANS, and _____, as persons, associations, or corporations, hereinafter called USER;

WITNESSETH:

VETERANS are the manager of certain real property commonly known as _____ at (street address and city) _____, hereinafter called HALL.

USER desires to obtain permission to perform certain acts upon VETERANS' property.

IT IS AGREED AS FOLLOWS:

(1) VETERANS grant to USER permission to use HALL as follows: _____.

(2) This Rental Agreement is personal to the USER. It is non-assignable, and any attempt to assign this Rental Agreement terminates it.

(3) The provisions set forth in the House Committee Rules Regulating Use of the Veterans Memorial Building shall govern the Rental Agreement. A copy of the House Committee Rules Regulating Use of the HALL is attached hereto, incorporated herein, and expressly made a part of this Rental Agreement.

(4) USER shall not enter upon or be entitled to use HALL or any portion thereof unless and until a certificate or policy of general liability insurance has been obtained by USER naming _____ and the County of Humboldt, its Board of Supervisors, officers, agents, employees, and volunteers as additional insured.

The amount of said coverage shall be a minimum of Three Hundred Thousand Dollars (\$300,000.00).

(5) Should USER wish to dispense or permit the use of

IN WITNESS WHEREOF, this Rental Agreement has been executed by the parties hereto the day and year first above written.

VETERANS:

HOUSE COMMITTEE OF VETERANS
MEMORIAL BUILDING,

_____ CA

BY _____
CHAIRMAN

USER:

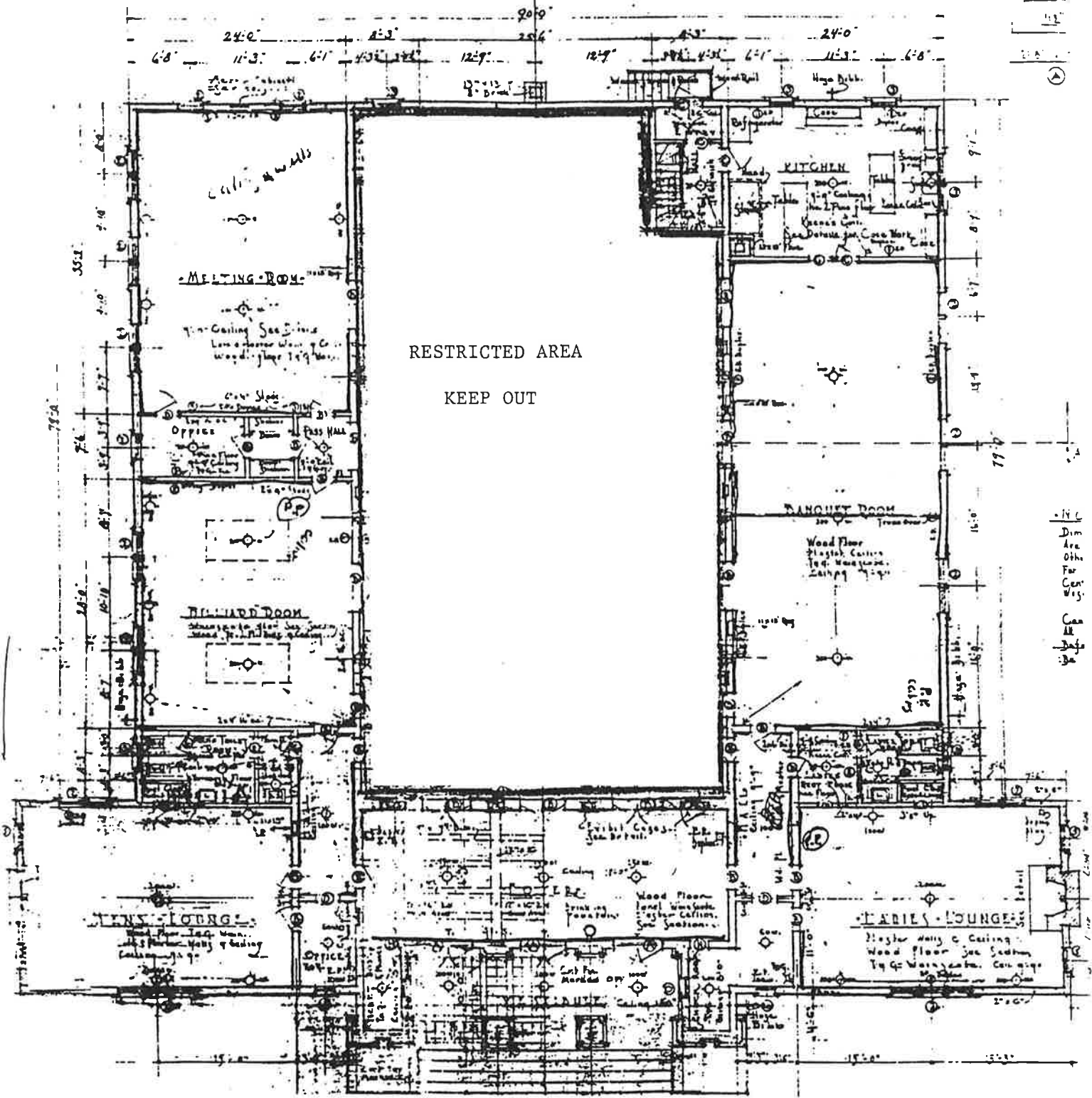
NAME

ADDRESS

BY _____
NAME

TITLE

EXHIBIT E





AGENDA ITEM NO. D-13

COUNTY OF HUMBOLDT

For meeting of: June 9, 1992

DATE: May 18, 1992

TO: BOARD OF SUPERVISORS

FROM: Guy C. Kulstad, Director *Guy C. Kulstad*

SUBJECT: FORTUNA VETERANS BUILDING .

RECOMMENDATIONS:

That the Board of Supervisors:

- 1) Authorize the management agreement with the Fortuna Veterans for the building commonly known as the Fortuna Veterans Building, be held in suspense until the building has been approved for re-occupancy.
- 2) Approve putting the electricity in the County's name until said building has been approved for re-occupancy.
- 3) Authorize the veterans to put their annual fireworks booth up to sell fireworks on the condition they show proof of adequate insurance.

DISCUSSION:

The Fortuna Veterans building suffered damage in the recent earthquakes and has been closed. It is unknown how long it will be before the building can be reopened. The water and gas have been shut off, but the electricity is still on. Since the closure of the building is for an indefinite period of time, it is recommended that the electricity be put in the County's name. Since the Veterans cannot use the building it is felt that the management agreement between the Veterans and the County should be temporarily held in suspense until the building can be re-occupied. This will make it clear that the Veterans do not need to keep their insurance in force for this location.

Prepared by: *Wiley Ritchie* CAD Approval: *Joseph L. Melton*

REVIEW: Wiley Ritchie, Real Property Manager
 Auditor _____ County Counsel *[Signature]* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. D-37
 Meeting of: 11-5-91

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor
 seconded by Supervisor
 and unanimously carried by those members
 present, the Board hereby adopts the
 recommended action contained in this report.

Dated: _____
 BRUCE RUPP, Clerk of the Board
 by: _____



AGENDA ITEM NO. _____

COUNTY OF HUMBOLDT

For meeting of: ~~November 10,~~ ^{DECEMBER 8,} 1992

DATE: October 22, 1992

TO: BOARD OF SUPERVISORS

FROM: CHRIS ARNOLD, COUNTY ADMINISTRATIVE OFFICER

SUBJECT: AMENDMENT TO FORTUNA VETERANS BUILDING AGREEMENT

RECOMMENDATION:

That the Board of Supervisors:

1. Rescind the Board's action of June 9, 1992, suspending the management agreement with the Fortuna Veterans for the building commonly known as the Fortuna Veterans Building;
2. Approve and direct the Chairman to execute an amendment to the lease agreement with the Fortuna Veterans restricting use of the facility until the building has been approved for unlimited re-occupancy; and
3. Approve a supplemental budget/appropriation transfer from Contingencies of \$1,850.

DISCUSSION:

On November 5, 1991, your Board approved a lease agreement with the Fortuna Veterans for the use of the Fortuna Veterans Building. On June 9, 1992, your Board suspended that agreement as the result of earthquake damage to that building. In accordance with the findings T.Y. Lin International and work performed by Public Works, Building

Prepared by: [Signature]

CAO Approval: Chris Arnold

REVIEW: Auditor _____ County Counsel _____ Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor

seconded by Supervisor

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

Dated: _____
Chris Arnold, Clerk of the Board

by: _____

PREVIOUS ACTION/REFERRAL:

Board Order No. D-13

Meeting of: 6-9-92



COUNTY OF HUMBOLDT

For meeting of: November 5, 1991

DATE: 9/26/91

TO: BOARD OF SUPERVISORS

FROM: Guy C. Kulstad, Director *Guy C. Kulstad*

SUBJECT: LEASE AGREEMENTS WITH ARCATA, EUREKA, FERNDALE, AND FORTUNA VETERANS
AGREEMENTS ON FILE WITH CLERK OF THE BOARD.

RECOMMENDATIONS:

That the Board of Supervisors:

- (1) Approve and authorize the Chairman to execute lease agreements with the Arcata, Eureka, Ferndale, and Fortuna Veterans.
- (2) Direct the Clerk of the Board to return executed duplicates to Real Property Services.

DISCUSSION:

The agreements with the Veterans groups managing County owned buildings have been updated to reflect current policies and obligations, mainly for clarification. Veterans updated their house rules (Exhibit B) and fee schedules (Exhibit C). The Veterans in Garberville jointly use County building with Justice Court, and the agreement with that building will be handled separately.

Prepared by: *Sharon Earles*

CAO Approval: *Joseph L. W. W. W.*

REVIEW: SHARON EARLES, REAL PROPERTY AGENT
Auditor _____ County Counsel RE Personnel _____ Risk Manager S.K.H. Other _____

TYPE OF ITEM: Copies to:
 Consent Auditor-Controller
 Departmental CAO
 Public Hearing County Counsel
 Other _____

PREVIOUS ACTION/REFERRAL
 _____ Arcata Veterans
 _____ Eureka Veterans
 Board Order No. (47) Ferndale Veterans
 _____ Fortuna Veterans
 Meeting of: 8/16/83 (REAL PROPERTY-Sharon Earles to handle)

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Pritchard
seconded by Supervisor Neely
and unanimously carried by those members
present, the Board hereby adopts the
recommended action contained in this report.

Dated: November 5, 1991
BRUCE RUPP, Clerk of the Board
by: *Davis L. Smith*

Guidelines for determining responsibility for maintenance and repair of Veterans buildings:

County Responsibility

Exterior

- (1) Roof - repair and replacement
- (2) Painting
- (3) Walks, stairs, ramps, and porches
- (4) Window frames, including caulking
- (5) Flagpole
- (6) Exterior doors and hardware
- (7) Light fixtures (excluding bulbs)

Interior

- (1) Light fixtures (excluding bulbs)
- (2) Major plumbing fixtures, water lines, gas lines, and waste lines
- (3) Electrical wiring, main service, and subpanels
- (4) Scheduled painting of walls and ceilings
- (5) Scheduled refinishing of floors
- (6) Heaters, ventilating and air conditioning units, other than annual maintenance and filter changes
- (7) Carpet replacement
- (8) Fire extinguishers - maintenance and replacement

Veterans Responsibility

Exterior

- (1) All yard maintenance, including off-street parking area
- (2) Replacement of door and window glass
- (3) All damage caused by veterans or their users, other than normal wear
- (4) Replacement of light bulbs

Interior

- (1) All bar equipment
- (2) All kitchen equipment, appliances, and utensils including, but not limited to refrigerator, cooking range, exhaust fan, dishwasher, mixer, pots, pans, etc.
- (3) Window coverings
- (4) Tables, chairs, etc.
- (5) Carpet cleaning
- (6) Waste line stoppages
- (7) Minor plumbing such as faucet repair, drain maintenance and repair
- (8) Minor electrical such as replacement of switches, plugs, lightbulbs and lamp holders if broken at time of changing bulbs
- (9) Annual heater, ventilating and air conditioning maintenance, including replacement of filters
- (10) Doors and hardware
- (11) Nonscheduled painting and floor refinishing
- (12) All damage caused by veterans or their users, other than normal wear
- (13) Cabinets installed by the veterans or their users
- (14) Any remodeling not approved by the County