

AGREEMENT

This Agreement is made and entered into this 18 day of May, 2021, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and AMERICAN LEGION POST #212 and VETERANS OF FOREIGN WARS POST #1872, hereinafter referred to as VETERANS;

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, COUNTY desires to assist VETERANS in carrying out the management duties and reasonable responsibilities of VETERANS at the Eureka Veterans Memorial Building;

WHEREAS, the parties wish to memorialize the current agreement between the parties for the use of the Eureka Veterans Memorial Building and the services provided by the VETERANS.

NOW, THEREFORE, it is mutually agreed as follows:

1. PREMISES

COUNTY agrees to make available to VETERANS the premises commonly known as the Eureka Veterans Memorial Building, located at 1018 H Street, Eureka, California, as shown on **Exhibit A – Premises**, attached hereto and made a part hereof, (hereinafter referred to as "HALL").

2. USE OF HALL

A. COUNTY makes HALL available for the primary purpose of holding business or organizational meetings of federally recognized veteran's organizations. The Hall may be secondarily used for other purposes, including but not limited to, community civic meetings, public gatherings sponsored by organizations and persons other than VETERANS groups, groups for business or organizational meetings. Such secondary use is permitted, provided such use will not interfere with VETERANS primary use of the HALL, except for the emergency conditions named in Section 2B of this Agreement, and for a public polling place. The COUNTY reserves the right to review and approve any uses as hereinbefore described in Section 2A.

- B. COUNTY reserves the right to the use of the HALL for all purposes consistent with the provisions of this Agreement provided such use does not interfere with the VETERANS primary use, excepting that VETERANS agree to relinquish all or any part of the HALL to the COUNTY for use for a public polling place, and as an evacuation center, disaster shelter, disaster Local Assistance Center, or other emergency facility at the sole discretion of COUNTY. In such events, VETERANS shall require that any HALL users also relinquish the HALL if such use is needed by COUNTY.
- C. VETERANS shall maintain a daily schedule of the uses of the HALL (hereinafter referred to as **Exhibit B – Use Schedule**). VETERANS shall retain documentation used to complete **Exhibit B – Use Schedule**, for a period of five (5) calendar years from the date of the final payment hereunder, with submittal to the County by February 1 of each calendar year.
- D. Use of the HALL shall be managed by VETERANS through scheduled use. VETERANS shall make the HALL available at all reasonable times. Use of the HALL by groups other than the VETERANS shall be accomplished by use of the following Exhibits referred to below:
- a. **Exhibit C - Rental Application**
 - b. **Exhibit D - Policies**
 - c. **Exhibit E - Insurance**
 - d. **Exhibit F - Fees**
 - e. **Exhibit G - Rental Agreement**
- E. Fifteen Percent (15%) of Fees obtained by the VETERANS for use of the HALL based on **Exhibit F – Fees**, shall be submitted by check to the County of Humboldt, 1106 2nd Street, Eureka, CA 95501, and made out to the County of Humboldt by the first of the month. The purpose of the 15% of Fees is to generate revenue to pay for the cost of maintaining, repairing, and operating the HALL as set for in **Exhibit H – County Maintenance Responsibilities, Page 1 of 2**.

3. QUIET ENJOYMENT

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

4. TERM OF LEASE

A. The initial term of this Agreement shall be for a period of Five (5) years commencing upon the date first written above and ending on June 30, 2025.

B. VETERANS has the option to extend this Agreement, upon the same terms and conditions, for two (2) - five (5) year terms. Each option may be exercised by VETERANS giving COUNTY written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to COUNTY ninety (90) days prior to the end of the initial term or any five (5) year term extension. The extension will be subject to COUNTY consent within Thirty (30) days following receiving the VETERANS notice of intent.

C. Any holding over with COUNTY'S consent beyond the term of this Agreement shall be a month to month tenancy, with all the terms and conditions of this Agreement.

5. ANNUAL STIPEND

The following schedule of stipend payments to VETERANS shall transpire for the management and maintenance of the Hall hereunder and to allow for the use of facilities to conduct meetings and making offices available to the public. Commencing on July 1, 2021, and continuing each year thereafter, said stipend will be increased at three percent (3%) annually.

\$15,000.00 – to be issued within thirty (30) days of the term date for fiscal year (FY) 2020/21

\$15,450.00 – to be issued on Sept 1, 2021 for FY 2021/22

\$15,913.50 – to be issued on Sept 1, 2022 for FY 2022/23

\$16,390.91 – to be issued on Sept 1, 2023 for FY 2023/24

\$16,882.63 – to be issued on Sept 1, 2024 for FY 2024/25

6. RECORD RETENTION AND INSPECTION

A. Maintenance and Preservation of Records. VETERANS agree to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the management and maintenance of the Hall provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least five (5) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. All records, documents, conditions and activities of VETERANS, and its subcontractors, related to the management and maintenance of the Hall provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of five (5) years after the date of final payment hereunder. VETERANS hereby agree to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. VETERANS further agree to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the management and maintenance of the Hall provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because VETERANS' documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

7. BUILDING STANDARDS AND COMPLIANCE WITH LAWS

COUNTY 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. COUNTY further agrees to comply with any federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

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

VETERANS covenant and warrant that any maintenance, repair work, improvements or alterations to the HALL conducted at the direction of VETERANS by parties other than COUNTY staff shall be made in compliance with all local, state and federal laws and regulations, including California Public Contract Code, the Americans with Disabilities Act, Rehabilitation Act of 1973, and California Unruh Civil Rights Act. VETERANS shall submit all proposed maintenance, repair work, improvements or alterations to COUNTY for approval, in advance of commencement of the work.

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable local or state laws or regulations including all of the Title 24, California Code of Regulations.

COUNTY shall have the right to terminate this Agreement upon thirty (30) days written notice if any of the above mentioned applicable laws, standards, or criteria are not complied with. Additional time shall be automatically granted when require more than thirty (30) days for performance and VETERANS commences the repair within the thirty (30) day period, diligently pursues the repairs to completion, and informs COUNTY of the status of said repairs.

8. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., smoking shall be prohibited in all COUNTY owned, leased, rented or controlled premises, excepting therefrom smoking more than twenty-five (25) feet from the building. VETERANS shall comply with said provision.

9. UTILITIES

VETERANS shall be responsible for service and payment of utilities supplied to the HALL, including water, sewer, electric, gas, refuse and recycling collection, and phone/data/internet services. COUNTY shall be responsible for providing building hook-up connections for said utilities, except phone/data/internet connections.

10. JANITORIAL

VETERANS shall be responsible for janitorial services, as specified in **Exhibit H – Veterans Maintenance Responsibilities – Page 2 of 2.**

11. MAINTENANCE AND REPAIRS

During the term of this Lease or any extension thereof, COUNTY and VETERANS shall maintain the premises in good repair and tenantable condition as specified in **Exhibit H – County Maintenance Responsibilities, Page 1 of 2,** and **Exhibit H – Veterans Maintenance Responsibilities, Page 2 of 2,** to minimize breakdowns and loss of VETERAN'S use of the HALL caused by deferred or inadequate maintenance.

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

COUNTY shall have twenty (20) days after notice from VETERANS to commence and perform its obligations under this section, except that COUNTY shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by VETERANS. If COUNTY does not perform its obligations within the time limitations in this section, VETERANS, after notice to COUNTY, can perform the obligations and has the right to be reimbursed for the sum VETERANS actually and reasonably expends (including charges for VETERAN employees and equipment) in the performance of COUNTY'S obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made. Such confirmation shall be made as provided in section 27 of this Agreement.

12. IMPROVEMENTS AND ALTERATIONS

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

VETERANS, at its own cost, may install in the premises the equipment needed for telecommunication system and computer terminals including, but not limited to, the following:

- A. Telephone cable;
- B. Key system units;
- C. Intercom system;
- D. Telephones;
- E. Answering machines;
- F. Security system;
- G. Public Address (PA) Systems; and
- H. Media Equipment

Upon termination of this Agreement, VETERANS shall have the right to remove from the HALL any such equipment installed by VETERANS.

13. INSTALLATION AND REMOVAL OF TRADE FIXTURES

VETERANS may cause or permit to be installed and/or affixed to the HALL such fixtures, signs and equipment as VETERANS deems desirable and all such fixtures, signs and equipment shall remain the property of VETERANS and may be removed at any time provided that VETERANS, at its expense, shall repair any damage caused by reason of such removal. All such fixtures, signs and equipment that are exterior to the building shall be approved by COUNTY.

14. VETERAN'S RIGHT TO ERECT SIGNS

VETERANS shall have the exclusive right to erect and maintain upon the premises all signs that it deems appropriate. All signs shall be in compliance with the Americans with Disabilities Act. COUNTY agrees that no signs or advertising matter of any nature other than VETERANS shall be permitted upon any of the HALL. COUNTY shall cooperate with VETERANS in obtaining any variances from restrictions placed on the use of signs by local authorities. COUNTY and VETERANS shall mutually agree as to the location, size, and style of any signs.

15. REAL PROPERTY TAXES

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

16. HOLD HARMLESS/INDEMNIFICATION

A. COUNTY shall indemnify, defend and hold harmless VETERANS 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 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 VETERANS.

B. VETERANS shall indemnify, defend and hold harmless 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 VETERAN'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 COUNTY.

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

17. COUNTY'S INSURANCE

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

Without limiting COUNTY'S indemnification provided for herein, COUNTY 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 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

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

C. Workers' Compensation Insurance Coverage

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 VETERANS, its officers, agents, and employees.

18. VETERAN'S INSURANCE

Without limiting VETERAN'S indemnification provided herein, VETERANS shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease 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 VETERANS, 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 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.

Liquor Legal Liability Insurance in the amount of not less than \$1,000,000.00 if VETERANS distribute, sell or furnish alcoholic beverages on the premises to non-members of said HALL.

B. Property Insurance

VETERANS is responsible for providing an "All-Risk" Property Insurance for the contents of the property at this location.

C. Workers' Compensation Insurance Coverage

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

19. SPECIAL INSURANCE REQUIREMENTS

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

A. COUNTY

1. The Comprehensive General Liability Policy shall provide that VETERANS, 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 VETERANS, 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 VETERAN 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 VETERANS and in accordance with the Notice provisions set forth under section 27 of this Agreement. It is further understood that COUNTY shall not terminate such coverage until it provides VETERANS with proof satisfactory to VETERANS that equal or better insurance has been secured and is in place.
- g. Is primary coverage to VETERANS, and insurance or self-insurance programs maintained by VETERANS are excess to COUNTY'S insurance and will not be called upon to contribute with it.

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

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

B. VETERANS

1. The Comprehensive General Liability Policy shall provide that 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 VETERAN. The coverage shall contain no special limitations on the scope of protection afforded to 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. 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 COUNTY and in accordance with the Notice provisions set forth under section 27 of this Agreement. It is further understood that VETERANS 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.
- e. VETERANS shall furnish COUNTY with certificates and original endorsements effecting the required coverage of this Agreement by COUNTY.

C. VETERANS AND COUNTY

1. VETERANS 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 COUNTY, VETERANS, their officers, officials, employees, and volunteers.

D. HALL USER INSURANCES

1. VETERANS shall require insurance from HALL users prior to approving and executing the rental agreement as described in **Exhibit C – Rental Application**.

20. PARKING

The leased premise includes twelve (12) off-street parking spaces which are shown in **Exhibit A – Premises**, of this Agreement. COUNTY shall be responsible for all maintenance and repair of the parking lot.

21. 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, VETERANS reserve the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

22. USE UNLAWFUL OR PREMISES CONDEMNED

If it becomes unlawful for VETERANS 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, VETERANS shall have the right at any time thereafter to terminate this Agreement by giving COUNTY seven (7) days' notice in writing of such termination.

23. NUCLEAR FREE CLAUSE

VETERANS certifies by its signature below that VETERANS is not a nuclear weapons contractor, in that VETERANS 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. VETERANS agree 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 VETERANS becomes a nuclear weapons contractor.

24. COUNTY DEFAULT

Except where another time limit is specifically provided, COUNTY 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 VETERANS to COUNTY. If the default cannot reasonably be cured within ten (10) days, COUNTY shall not be in default of this Lease if COUNTY commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

25. VETERAN'S REMEDIES ON LESSOR'S DEFAULT

VETERANS, at any time after COUNTY is in default, can terminate this Agreement or can cure the default at COUNTY'S cost. If VETERANS at any time, by reason of COUNTY'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by VETERANS shall be due from COUNTY to VETERANS within ten (10) business days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate VETERANS is permitted by law to charge from the date the sum is paid by VETERANS until VETERANS is reimbursed by COUNTY.

26. TERMINATION

VETERANS or COUNTY reserves the right to terminate this Agreement, upon thirty (30) 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 COUNTY of any general assignment for the benefit of creditors.

B. The failure of COUNTY or VETERANS to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by COUNTY or its employees, or VETERANS.

C. The violation of any of the provisions of this Agreement.

D. The building becomes damaged due to fire, flood, earthquake, or any other natural disaster.

E. Intentionally supplying VETERANS or COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before VETERANS or COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

Any termination of the Agreement as hereinbefore described may only be between the COUNTY and American Legion Post #212 if such termination results in American Legion Post #212 violations of this provision. For clarity purposes only, if such termination between the COUNTY and American Legion Post #212 occurs, the representative of the VETERANS shall solely comprise of Veterans of Foreign Wars Post #1872, and will therefore assume all duties and responsibilities under the provisions of the Agreement including without limitation the hold harmless and indemnity obligation and maintaining and/or required insurance.

Any termination of the Agreement as hereinbefore described may only be between the COUNTY and Veterans of Foreign Wars Post #1872 if such termination results in Veterans of Foreign Wars Post #1872 violations of this provision. For clarity purposes only, if such termination between the COUNTY and Veterans of Foreign Wars Post #1872 occurs, the representative of the VETERANS shall solely comprise of American Legion Post #212, and will therefore assume all duties and responsibilities under the provisions of the Agreement including without limitation the hold harmless and indemnity obligation and maintaining and/or required insurance.

27. 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.

VETERANS: Eureka Veterans House Committee
Chairman
1018 H Street
Eureka, CA 95502

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.

28. ASSIGNMENT

This Agreement shall not be assigned by either party without the written consent of the other party. Such consent shall not be unreasonably withheld.

29. AGREEMENT MODIFICATION

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

30. VETERANS NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

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

31. ATTORNEY'S 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 attorney's fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorney's 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.

32. 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.

33. REMEDY FOR BREACH

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

34. SURRENDER OF PREMISES

At the termination of this Agreement, VETERANS shall surrender the building to COUNTY in good condition and repair, except for normal wear and tear. VETERANS 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.

35. 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.

36. 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.

37. PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST

A. The Premises have undergone an Americans with Disabilities Act (ADA) Access Compliance Assessment.

B. The Premises have not been issued a disability access inspection certificate. Pursuant to Civil Code section 1938(e):

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

38. INTERPRETATION

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

39. COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

40. ENTIRE AGREEMENT

This Agreement, including all exhibits, contains all the terms, covenants, conditions and agreements between COUNTY and VETERANS relating to any manner to the rental,

use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing and signed by COUNTY and VETERANS. All references herein, directly or indirectly, to the term of this Agreement shall also be deemed to include any extensions or renewals thereof provided VETERANS herein, unless expressly provided to the contrary.

41. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligation hereunder have been duly authorized.

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

COUNTY OF HUMBOLDT:

By: Virginia Bass

Name: Virginia Bass

Title: CHAIRPERSON
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

VETERANS:

AMERICAN LEGION POST #212

By: Bill Long

Title: Post Commander

VETERANS OF FOREIGN WARS #1872

By: Leo Herrera

Title: Post Commander

(SEAL)

Attest:
Clerk of the Board

By: Ryan Sharp

Name: Ryan Sharp

Title: Deputy Clerk of the Board
of Supervisors