

AGENDA ITEM NO. D-37

COUNTY OF HUMBOLDT

DATE: 9/26/91

For meeting of: November 5, 1991

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. Mutsaers

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☐ Other County Counsel

Arcata Veterans

PREVIOUS ACTION/REFERRAL

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:

Doris L. Smith

VETERANS HALL MANAGEMENT AGREEMENT

This Agreement, entered into this 5th day of November, 19 91, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and KENNETH RASMUSSEN POST #6353, VETERANS OF FOREIGN WARS, and STUART MACKLIN POST #559, 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 Ferndale 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 Ferndale 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) VETERAN shall require any group, including VETERANS groups, which dis, nses 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, Earl Ambrosini, Veterans

Building, 1100 Main Street, Ferndale CA 95536.

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

BY Doris L. Smith
DEPUTY

APPROVED AS TO FORM:
COUNTY COUNSEL

BY R. Zuber
DEPUTY

INSURANCE CERTIFICATES
REVIEWED AND APPROVED:

BY Steve K. Kosh
RISK MANAGER

COUNTY OF HUMBOLDT

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

VETERANS:
STUART MACKLIN POST #559
AMERICAN LEGION

BY Karl H. Brown

TITLE Commander

KENNETH RASMUSSEN POST #6353
VETERANS OF FOREIGN WARS

BY Earl J. Ambrosini

TITLE Housing Committee Chairman

**RENTAL AGREEMENT FOR USE OF VETERANS MEMORIAL BUILDING
FERNDAL, CA.**

THIS AGREEMENT, made this ____ day of _____, 20__, at Ferndale, CA, by and between the Housing Committee of the Veterans Memorial Building, Ferndale, CA.

WITNESSETH:

The Housing Committee is the manager of the Ferndale Veterans Building.

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 Building shall govern the 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 the Ferndale Veterans Memorial Building 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 alcoholic beverages, the Rental Agreement must specifically state that this use is possible.
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 the amount of not less than One Million Dollars (\$1,000,000.00), if said User is **charging** for liquor served at the 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 The Ferndale Veterans Memorial Building 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.

Ferndale Veteran's Committee Rules Regulating Use of the Hall

CLEANING:

TABLES & CHAIRS:

1. Remove all decorations, tape, etc.
2. Wash off all food, grease, etc.
3. Stack tables and return racks of chairs to the storage room.

HALL FLOOR:

1. Floor is expected to be thoroughly cleaned of all food, dirt, scuffs, etc.
DO NOT WET MOP.

BATHROOMS:

1. To be cleared of all trash and unfortunate accidents.

KITCHEN:

1. All surfaces are to be cleaned of food, grease and dirt.
2. All Hall utensils are to be cleaned and returned to appropriate cabinet.
3. Stove - all surfaces are to be thoroughly cleaned of food, grease and dirt.
4. Floor is to be swept AND mopped.

TRASH:

1. All trash is to be completely removed from the building the day of your event.
2. It is your responsibility to also clean up trash and debris from around the building. The fee for the pick up is \$7.00 per can. We encourage you to haul your trash away. Full cans left on the premises will be billed to you.

NON OPERATING EQUIPMENT:

1. Upon completion of your event, please notify Hall management of any non-operating equipment, electrical failures, water leaks, toilet problems or damage.

PROFESSIONAL CLEAN-UP:

1. Clean-up is to be done immediately following your event unless other arrangements have been made.
2. If the Hall is not cleaned to the Hall management's satisfaction, we will contract with a professional service. This will be deducted from your deposit.

DAMAGE AND REPAIRS:

1. Any repairs necessary to correct any damage caused by your event will be deducted from the cleaning deposit. Damage exceeding your deposit will be billed to the renter.
2. If you desire to have a professional cleaning service perform your clean-up

please notify Hall management for recommendation.

3. It is your responsibility to bring to the Hall management's attention any damaged or missing equipment or fixtures prior to taking possession or to your vacating the building.

DECORATING INSTRUCTIONS:

1. Please do not use push pins, staples, nails, screws or any fasteners other than tape on the walls, ceiling or floor.

SET UP:

Anyone wishing to use the building to set up prior to the rental date, providing the building is not in use, must pay a \$25.00 per day set up fee.

**AGREEMENT OF RENTAL OF VETERANS BUILDING
FERNDALE, CA.**

By the parties this ____ day of _____, 20__.

HALL COMMITTEE OF THE FERNDALE VETERANS MEMORIAL BUILDING

BY _____ TITLE _____

RENTER _____ TITLE _____
Name

Address

Telephone

BY: _____
Signature

Rental period: _____

Area Rented: _____

Rental Fee: _____

Cleaning Deposit: _____

Garbage: _____

Liability Ins. _____

Set Up Fee: _____