

Agreement Between
County of Sonoma and the City of Sonoma
For "Free Event Days" at the Sonoma Veterans Memorial Building

This Agreement, effective as of _____, 2024 is between the County of Sonoma ("County") and the City of Sonoma ("City"), regarding City-sponsored "Free Event Days" for use of the Sonoma Veterans Memorial Building and associated parking areas and grounds (individually and collectively, "Facility") by non-profit community organizations to be designated by the City.

The Facility is managed by the County for the benefit of Veterans and the general community. County responsibilities include entering into agreements with individuals, groups, non-profits, and others for the use of all or a portion of the Facility in exchange for certain fees based on time of use, facilities used and activities.

As a benefit to the Sonoma Valley community, for the period of July 1, 2024, through June 30, 2027, the County will provide the City up to 15 "Free Event Days" per fiscal year (July 1st through June 30th), for use of the Facility. These "Free Event Days" in turn are to be provided by the City to non-profit organizations designated by the City. The City will propose to the County the day(s) the City would like to designate as "Free Event Days" and the organization that will be the recipient of each "Free Event Day". County will approve proposed days that are not already scheduled or that are not subject to other use restrictions specified in this Agreement. Recipients will be allowed to use the Facility up to 12 hours on their designated "Free Event Day.". Prior to each designated "Free Event Day", the City will provide the County \$1,000 to offset the County's costs for providing the Facility at no charge to the designated organization. The organization will not be charged by the City nor by the County for the use of the Facility as long as the organization executes the County's standard license agreement for rental of the Facility, agrees to clean up the area used, and secures the facility after use. Charges may be imposed on the organization by the County for clean up or damage due to the use.

Total "Free Event Days" will be limited to 15 days per fiscal year. Weekend "Free Event Days" will be limited to ten days per year. Weekends will be defined as occurring on any day or time between Friday 5pm through Sunday midnight. "Free Event Days" will be limited to no more than 12 hours during normal operating hours. Operating hours are from 8:00am to 11:59pm. County Holidays will not be eligible for "Free Event Days", except July 4th which will be treated as a "Weekend Free Event Day" for use by the City to occupy certain designated areas for parade staging. The July 4th "Free Event Day" will expire at 2pm to accommodate other County-scheduled events at the Facility. Additionally, Thanksgiving Day will be treated as a "Weekend Free Event Day". The City will work with County's Facility management to assure that its use of the Facility does not interfere with other, concurrent events.

The Facility is routinely used by Veterans for meetings, parties, social events, etc. City acknowledges that Veteran activities take priority over all other uses of the Facility; accordingly, "Free Event Days" cannot be used if the event conflicts with any Veteran use.

Notwithstanding the City's designation of a use of the Facility as a "Free Event Day," participating organizations shall be required to enter into the County's standard license agreement for Facility rental and shall be responsible for securing all necessary permits, licenses, insurance, and other standard and general requirements. All use of the Facility shall comply with County general rules and regulations for facility rentals, including those regarding alcohol, noise, hours of use and smoking. All events authorized under this Agreement will be subject to Facility availability and County approval of the reservation request.

Any penalties, fees, assessments, charges, excessive cleaning costs or other costs incurred to pay for damages or penalties caused by the "Free Event Day" organization or its guests, vendors, licensees, etc. will be the responsibility of the organization that is the recipient of the "Free Event Day".

This Agreement may be terminated by either party for any reason upon 60 days prior written notice to the other party. In the event of such termination both the County and the City will honor the terms of this Agreement with respect to all "Free Event Days" reserved prior to the termination notice.

Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

The signatures below indicate agreement to the terms of this Agreement:

CITY OF SONOMA

By: 
David Guhin, City Manager

COUNTY OF SONOMA

By: _____
Johannes Hoevertsz, Director
Public Infrastructure Department

APPROVED AS TO FORM:

By: _____
Jeremy Fonseca
Deputy County Counsel