

**AGREEMENT BETWEEN THE CITY OF COSTA MESA  
AND THE HEROES HALL VETERANS FOUNDATION  
TO PROVIDE ONE-TIME GRANT FUNDING TO ASSIST WITH THE CONSTRUCTION OF A  
ORANGE COUNTY MILITARY MUSEUM LOCATED AT  
THE ORANGE COUNTY FAIRGROUNDS**

THIS AGREEMENT, entered into this 30TH day of JUNE, 2015 (Execution Date) by and between the CITY of COSTA MESA, a California municipal corporation ("CITY") and the HEROES HALL VETERANS MUSEUM, a 501(C)(3) non-profit corporation of the State of California (CORPORATION) is made in light of the following:

**MISSION STATEMENT**

It is the stated goal of this AGREEMENT to have a working partnership between the CITY and CORPORATION so as to provide a one-time grant to assist with the development and construction of museum that will honor all Orange County Veterans and tell of the rich history that exists to all future generations that visit the museum.

**RECITALS**

- A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. CORPORATION is a non-profit 501(C)(3) of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.
- C. CORPORATION is requesting one-time funding to assist with the development and construction of a veterans museum.
- D. CORPORATION is authorized to enter into this AGREEMENT pursuant to the laws of the State of California.
- E. CITY and CORPORATION are joining together in a collaborative effort to provide mutual assistance to share Orange County's rich military history and honor all those that have served in the military.
- F. CITY has determined that the veterans museum will be a cultural asset to its citizens and that the grant made pursuant to this AGREEMENT is in the public interest.

**AGREEMENT**

NOW THEREFORE, CITY and CORPORATION agree as follows:

**1. TERM**

The term of this AGREEMENT shall commence on June 30th, 2015. This AGREEMENT shall expire upon issuance of the one-time payment of \$25,000.

**2. CITY SERVICES**

- a. Services - General. CITY will provide no additional services other than the issuance of the one-time assistance payment.

### **3. CORPORATION DUTIES**

In addition to other duties specified in this AGREEMENT, it is the duty of the CORPORATION to ensure that the funding is utilized in accordance to the provisions set forth herein.

### **4. FUNDING**

CITY will make a one-time grant payment to the CORPORATION for the development and construction of a military museum that will honor local veterans and preserve Orange County's rich military history. The grant payment will be \$25,000 and will be issued upon the execution of this AGREEMENT

### **5. INDEMNIFICATION.**

CORPORATION agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the CORPORATION's negligent performance of this Agreement. CORPORATION assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.

### **6. ASSIGNMENT**

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

### **7. NOTICE / REPRESENTATIVES**

The CITY and CORPORATION have designated the following representatives to receive notices and act in their agency's behalf in the administration of this AGREEMENT.

CITY                      Chief Executive Officer  
                                 City of Costa Mesa  
                                 77 Fair Drive  
                                 Costa Mesa, CA 92626

CORPORATION      HEROES Hall Veteran's Foundation  
                                 88 Fair Drive  
                                 Costa Mesa, CA 92626

### **8. NO THIRD PARTY BENEFICIARY**

This AGREEMENT, including, but not limited to, the indemnification provisions, is for

the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed as of the date set forth above.

CITY OF COSTA MESA REDACTED  
By: [REDACTED]  
Mayor

Date: 7/14/15

HEROES HALL VETERANS MUSEUM FOUNDATION  
[REDACTED]

By: [REDACTED]

Date: 7/9/15

By: Director

Date: 7/9/15

ATTEST:

[REDACTED]  
City Clerk, City of Costa Mesa

Date 7-16-15

CITY: APPROVED AS TO FORM:  
[REDACTED]

City Attorney  
City of Costa Mesa