RESOLUTION - ACTION REQUESTED 2015-170

MEETING: April 14, 2015

TO: The Board of Supervisors

FROM: Mary Hodson, CAO

RE: Grant Agreement with 35-A District Agricultural Association for Museum Lease

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Grant Agreement with the 35-A District Agricultural Association for the Payment of Rent on the California State Mineral and Mining Museum Building, and Authorize the Board of Supervisors Chair to Sign the Grant Agreement.

The Grant Agreement will provide rental payments for the building housing the California State Mineral and Mining Museum at the Mariposa Fairgrounds from July 1, 2015 through June 30, 2020, in the amount of $52,454.40 annually.

This grant agreement differs from the prior lease agreement in that the County is no longer in the role of lessee and with the associated responsibilities. The Grant Agreement is solely for payment of the rent. It is anticipated that the 35-A District Agricultural Association will interact with the State Department of Parks & Recreation in regards to the upkeep of the building and associated utilities. The Agreement includes a provision that allows the County to terminate the agreement with two weeks notice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Your Board has approved similar agreements in order to house the Mineral and Mining Museum since October 1999.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved it is likely that the Mineral and Mining Museum will close or relocate away from Mariposa.

FINANCIAL IMPACT:
$52,454.40 annual cost. This amount will be included in the Fiscal Year 2015-16 Requested Budget.

ATTACHMENTS:
CSMMM Grant Agrmt 2015-2020 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hudson
Mary Hudson, CAO 4/9/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and the State of California, through its duly elected or appointed, qualified and acting General Manager, 35-A District Agricultural Association, hereinafter referred to as “ASSOCIATION,” on the most recent date written below.

WITNESSETH:

WHEREAS, ASSOCIATION desires to rent a building on its grounds located at 5007 Fairgrounds Road, Mariposa, California, next to the front lawn/camping facilities and northwest of Manzanita Hall, designated and identified as the California State Mining and Mineral Museum (“CSMMM”); and

WHEREAS, COUNTY has deemed it is in the public’s interest to provide a grant to assist CSMMM by making CSMMM’s rental payments to ASSOCIATION.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. COUNTY shall provide to ASSOCIATION a monthly rental payment in the amount of Four Thousand Three Hundred Seventy-One Dollars and 20/100 ($4,371.20) commencing on July 1, 2015 and terminating on June 30, 2020.

2. In the event COUNTY does not pay the monthly rental rate to ASSOCIATION within thirty (30) days of date of invoice, COUNTY will be given written notice that they are in default of this Agreement and that this default is to be corrected within thirty (30) days. In the event of a default hereunder ASSOCIATION shall have all the rights and remedies of a landlord pursuant to California law.

3. COUNTY shall have the right to terminate this Agreement upon fourteen (14) days written notice.

4. The County Administrative Officer, or his/her designee, shall be available to ASSOCIATION relative to any discussion regarding this Agreement. The
ASSOCIATION's designated representative shall be available to COUNTY relative to any discussion regarding this Agreement.

5. This Agreement constitutes the entire Agreement between the parties hereto and may not be modified, amended, or otherwise changed in any manner except by mutual written consent of the parties.

6. This Agreement shall be governed and construed in accordance with the laws of the State of California.

COUNTY OF MARIPOSA:

MERLIN JONES, Chair
Mariposa County Board of Supervisors

Date: __________________________

STATE OF CALIFORNIA
35-A DISTRICT AGRICULTURAL ASSOCIATION:

BRIAN BULLIS, General Manager

Date: 3-26-15

Approved as to Form:

STEVEN W. DAHLEM, County Counsel
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COUNTY OF MARIPOSA:

[Signature]
MERLIN JONES, Chair
Mariposa County Board of Supervisors
Date: 4-28-15

STATE OF CALIFORNIA
35-A DISTRICT AGRICULTURAL ASSOCIATION:

[Signature]
BRIAN BULLIS, General Manager
Date: 3-26-15

Approved as to Form:

[Signature]
STEVEN W. DAHLEM, County Counsel