RESOLUTION - ACTION REQUESTED 2016-466

MEETING: September 13, 2016

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Facilities Use Agreement Between County of Mariposa and Mariposa Unified School Dist.

RECOMMENDATION AND JUSTIFICATION:
Approve a Facilities Use Agreement Between the County of Mariposa and the Mariposa County Unified School District for Use of Real Property Commonly Known as the Greeley Hill Community Hall and Senior Annex for a Term of Ten (10) Years; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In 2004 the Mariposa County Unified School District (School District) entered into a non-monetary Agreement with the County of Mariposa to transfer to the County the property that the Greeley Hill Community Hall is situated on and in the same action entered into a Facilities Use Agreement which allowed the School District to use the premises at no cost for a period of ten years following the transfer of the property. That Agreement has expired and both parties desire to enter into a new Facilities Use Agreement for another ten years at no cost to the School District.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous Agreement was approved by the Board in 2004.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement. The School District may need to find another facility to deliver services in the area and may incur additional expense.

FINANCIAL IMPACT:
None

ATTACHMENTS:
GH FACILITIES USE AGREEMENT-MCUSD (DOXX)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
FACILITIES USE AGREEMENT BETWEEN THE
COUNTY OF MARIPOSA AND
THE MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

THIS FACILITIES USE AGREEMENT ("AGREEMENT"), effective on July 1,
2016, is entered into by and between the COUNTY OF MARIPOSA, a political subdivision of
the State of California, hereinafter called COUNTY, and the MARIPOSA COUNTY
UNIFIED SCHOOL DISTRICT, a public school district existing under the laws of the State of
California, hereinafter referred to as DISTRICT.

I.
RECATALS

WHEREAS, that certain real property currently known as the Greeley Hill Community
Hall and Senior Annex, hereinafter referred to as "PROPERTY", was purchased from the
DISTRICT by the COUNTY in April 2004; and

WHEREAS, COUNTY agrees that DISTRICT shall be allowed to use the
PROPERTY, including utilities, for a period of ten (10) years at no cost to the DISTRICT
under the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein
contained, the Parties hereby agree as follows:

II.
TERM OF AGREEMENT

This AGREEMENT shall commence on the 1st day of July, 2016 and shall continue for
ten (10) years, renewable thereafter as mutually agreed by the Parties.

III.
PROPERTY DESCRIPTION

The PROPERTY is located in the town of Greeley Hill, County of Mariposa, generally
described as follows:
Land located at 10332 Fiske Road, Greeley Hill, California 95311 that contains an approximate 3,162 square feet structure known as the Greeley Hill Community Hall and an approximate 1,232 square feet structure known as the Greeley Hill Community Hall Senior Citizens Annex.

IV.

DISTRICT’S USE OF PROPERTY

1. COUNTY shall make the PROPERTY available for DISTRICT use for a variety of DISTRICT functions.

2. DISTRICT shall provide COUNTY or its designee with a yearly schedule of intended dates and times of use of the PROPERTY by DISTRICT on or before October 1st of each year, which schedule shall encompass usage by DISTRICT for the school year.

3. DISTRICT may use the PROPERTY as needed but must obtain permission to do so from COUNTY or its designee prior to such usage. In the event previously scheduled community events conflict with the DISTRICT’S proposed usage under this paragraph, such community events shall take priority if alternate dates for usage cannot be arranged.

4. DISTRICT shall be responsible for returning the PROPERTY to COUNTY or its designee in good and clean condition and repair following each usage.

V.

TERMINATION OF AGREEMENT

A. COUNTY shall have the right to terminate this AGREEMENT on the occurrence of any of the following events:

   (i) The failure of DISTRICT to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this AGREEMENT.

B. COUNTY and DISTRICT shall each have the right to terminate this AGREEMENT upon sixty (60) days written notice.

C. It is mutually agreed that if COUNTY, during any fiscal year covered by this AGREEMENT fails to appropriate sufficient funds to continue this AGREEMENT, this AGREEMENT shall be of no further force and effect. California State Constitution Article XVI section 18.
D. In the event of breach of this AGREEMENT by DISTRICT, COUNTY shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

VI.

INSURANCE

DISTRICT will provide insurance coverage as of the commencement of this AGREEMENT and during any right of occupancy of the PROPERTY and shall maintain coverage in full force and in effect until the termination of this AGREEMENT as follows:

General Liability Insurance: DISTRICT shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

VII.

INDEMNIFICATION

DISTRICT agrees to indemnify, protect, defend and hold COUNTY and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of DISTRICT'S use or the use of any guests, invitees or agents of DISTRICT of the PROPERTY. Upon demand DISTRICT shall, at its own expense, defend COUNTY and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of DISTRICT. COUNTY shall indemnify, protect, defend, and hold DISTRICT and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to COUNTY’S obligations to maintain and repair the PROPERTY, or any negligence of COUNTY, or any structural or other defects of the PROPERTY.

VIII.

NOTICES

Notices given under this AGREEMENT shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:
VIII.

GOVERNING LAWS

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized officers as follows:

COUNTY OF MARIPOSA:  


John Carrier, Chairman  
Mariposa County Board of Supervisors

MARIPOSA COUNTY SCHOOL DISTRICT:


Robin Hopper, Superintendent  
Mariposa County Unified School District

APPROVED AS TO FORM:


Steven W. Dahlem  
County Counsel