

DEPARTMENT:

Public Health

BY:

C. B. Mosher, MD, Health Officer

PHONE:

966-3689

RECOMMENDED ACTION AND JUSTIFICATION:

Recommend resolution authorizing Health Officer to sign standard "Hold Harmless Agreements" and application forms for use of school facilities with the Mariposa County Unified School District. Schools are to be used for some of the sites of Tobacco Cessation Clinics and the schools require this agreement. It will expedite things if the Health Officer is authorized to sign.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board previously approved funding and implementation of the Tobacco Control Program.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We will be unable to use schools as site for Tobacco Cessation Clinics.

COSTS: (X) Not Applicable  
A. Budgeted current FY \$ \_\_\_\_\_  
B. Total anticipated costs \$ \_\_\_\_\_  
C. Required Add'l funding \$ \_\_\_\_\_  
D. Source: \_\_\_\_\_

SPECIAL INSTRUCTIONS:  
List the attachments and number the pages consecutively:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

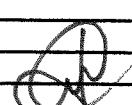
SOURCE: ( ) 4/5ths Vote Required  
A. Internal transfers \$ \_\_\_\_\_  
B. Unanticipated revenues \$ \_\_\_\_\_  
C. Reserve for contingency \$ \_\_\_\_\_  
D. Description: \_\_\_\_\_  
Balance in Reserve for Contingencies, if approved: \$ \_\_\_\_\_

CLERK'S USE ONLY:  
Res. No.: 91-31  
Ord. No.: \_\_\_\_\_  
Vote - Ayes: 5 Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_  
Approved ( ) Denied  
( ) Minute Order Attached

ADMINISTRATIVE OFFICER'S RECOMMENDATION:  
This item on agenda as:  
 Recommended  
 Not Recommended  
 For Policy Determination  
 Submitted with Comment  
 Returned for Further Action

The foregoing instrument is a correct copy of the original on file in this office.

Date: \_\_\_\_\_  
ATTEST: MARGIE WILLIAMS  
Clerk of the Board of Supervisors  
County of Mariposa, State of CA  
By: \_\_\_\_\_  
Deputy

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
A.O. Initials: 

# APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES AT NO CHARGE

To: Superintendent, \_\_\_\_\_  
(Street - City - State - Zip)

Date of Application: \_\_\_\_\_

We: \_\_\_\_\_, (hereinafter called "User") hereby apply for permission to occupy  
(Organization Name) at \_\_\_\_\_ School, commencing  
(facility desired) \_\_\_\_\_, 19\_\_\_\_, and on all following dates:

\_\_\_\_\_ at \_\_\_\_\_ M. to \_\_\_\_\_ M.  
(Give exact days and dates desired.) hours of day

\_\_\_\_\_ Check here if a supplemental sheet is attached.

The facility shall be used for the following purpose (list speaker and topic or type of meeting)

The average attendance is expected to be \_\_\_\_\_.

Will admission be charged or money collected?  Yes  No

If "Yes," how will the proceeds be used? \_\_\_\_\_

Will kitchen, snack bar, etc., be used  Yes  No

If "Yes," has such use been cleared through the Superintendent?  Yes  No

(The district will arrange to assign a school district employee or employees as necessary.)

Additional comments regarding special needs:

### Agreement to Indemnify

The \_\_\_\_\_ agrees to and does hereby indemnify and hold harmless the \_\_\_\_\_ School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any persons, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.
- (b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the \_\_\_\_\_ arising from any act of neglect, default, omission, negligence or willful misconduct of the \_\_\_\_\_ or any person, firm or corporation employed by the \_\_\_\_\_, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off District property.

The \_\_\_\_\_, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees in any action, suit or other proceedings as a result of the activity called for in this agreement.

The user agrees that it will conform to all the "rules and regulations governing the use of school facilities" as contained herein.

**THE UNDERSIGNED, ON BEHALF OF THE USER, ACKNOWLEDGES THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE "RULES AND REGULATIONS GOVERNING THE USE OF FACILITIES" AS LISTED ON THE REVERSE SIDE.**

(Please print)

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### PERMIT APPROVAL

Facility Available  Yes  No

Personnel Assigned: \_\_\_\_\_

Signature of Site Administrator: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

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to occupy \_\_\_\_\_ at \_\_\_\_\_ School,  
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commencing \_\_\_\_\_, 19\_\_\_\_, and on all following dates: \_\_\_\_\_  
(Effective exact days and dates desired.) at \_\_\_\_\_ hours of day .M. to \_\_\_\_\_ .M.

\_\_\_ Check here if a supplemental sheet is attached.  
The facility shall be used for the following purpose (list speaker and topic or type of meeting). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The average attendance is expected to be \_\_\_\_\_.  
Will admission be charged or money collected? \_\_\_ Yes \_\_\_ No If "Yes," how will the proceeds be used? \_\_\_\_\_  
Will kitchen, snack bar, etc., be used? \_\_\_ Yes \_\_\_ No If "Yes," has such use been cleared through the Superintendent? \_\_\_ Yes \_\_\_ No  
(The district will arrange to assign a school district employee or employees as necessary.)

### ALL FEES ARE PAYABLE IN ADVANCE:

Use charge: No Fee  
Personnel: ϕ Cafeteria and/or Custodial  
\_\_\_\_\_ Damage deposit for breakage and/or loss (Refundable)  
TOTAL: \$ ϕ  
Additional comments regarding special needs: ϕ  
\_\_\_\_\_

### Agreement to Indemnify

The User agrees that its agents, officers, members and/or employees shall be personally responsible, on behalf of the organization, for any damage sustained to the facility, including but not limited to damage to the building, furniture, equipment or supplies, occurring through the occupancy of said facility by User.  
The User agrees that its agents, officers, members and/or employees shall indemnify and hold harmless the \_\_\_\_\_ School District its agents, officers, and/or employees from any and all liability, \_\_\_\_\_ of any person or damages to the property of the sch members and/or employees or arising out of ac'  
The User agrees that it will provide comprehensive liability insurance coverage of One Million Dollars per occurrence per \_\_\_\_\_ the District and that the District, its ag  
The User agrees that it will conform

THE UNDERSIGNED, ON \_\_\_\_\_  
AND REGULATIONS \_\_\_\_\_  
(please print)

Authorized \_\_\_\_\_  
Facility avail. \_\_\_\_\_  
Personnel assigned \_\_\_\_\_  
Signature of Site Admin. \_\_\_\_\_  
Date of Approval: \_\_\_\_\_