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:
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: ______ Noes: ______
Absent: ______ Abstained: ______
( ) Approved ( ) Denied ( ) Minute Order Attached

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

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

☑ Recommended
☐ Not Recommended
☐ For Policy Determination
☐ Submitted with Comment
☐ Returned for Further Action

Comment: __________________________
A.O. Initials: A

Action Form Revised 12/89
APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES AT NO CHARGE

To: Superintendent, 

Date of Application: 

We: _________________________________, (hereinafter called “User”) hereby apply for permission to occupy ___________________________ School, commencing ___________________________ at ______, 19____, and on all following dates: 

__________________________________________ at ______M. to ______M. hour of day

(Give exact days and dates desired.) 

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, firms 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, or 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: _________________________________

form 7-8
APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES

To: Superintendent,

Date of Application: ____________________________

We: ____________________________________________ (Organization Name)

(hereinafter called "User") hereby apply for permission to occupy ____________________________________________ at ____________________________ School, commencing ____________ 19___________, and on all following dates: ____________________________________________at ____________ M. to ____________ M.

(If exact days and times desired.)

____ 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: ___ Damage deposit for breakage and/or loss (Refundable)

Cafeteria and/or Custodial

TOTAL: $ ___

Additional comments regarding special needs: ___

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 school members and/or employees or arising out of acts of the User.

The User agrees that it will provide comprehensive liability insurance, including third-party liability, personal injury, and property damage coverage, in an amount not less than One Million Dollars per occurrence for the District and that the District, its agents, officers, and employees will have no liability for any damages sustained or injuries arising from acts of the User.

THE UNDERSIGNED, ON AND REGULATION (please print)

(Primary signatory)

Authorized by: ____________________________________________

Facility assigned: ____________________________

Signature of Site Admin.: ____________________________

Date of Approval: ____________________________