



MARIPOSA COUNTY

County Counsel • (209) 966-3222



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 (DOCX)

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 9/8/2016

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.

RECITALS

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:

County: Mariposa County Administrative Officer
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

District: Mariposa County Unified School District
5082 Old Highway North
P.O. Box 8
Mariposa, CA 95338

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:

**MARIPOSA COUNTY SCHOOL
DISTRICT:**

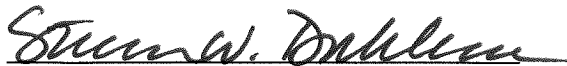


John Carrier, Chairman
Mariposa County Board of Supervisors



Robin Hopper, Superintendent
Mariposa County Unified School District

APPROVED AS TO FORM:



Steven W. Dahlem
County Counsel