



# MARIPOSA COUNTY

Fire · 209-966-4330



## RESOLUTION - ACTION REQUESTED 2019-209

MEETING: April 16, 2019  
TO: The Board of Supervisors  
FROM: Mike Van Loben Sels, Acting Fire Chief  
RE: Spring Hill License Agreement

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve the Spring Hill License Agreement Between the Mariposa County Unified School District and the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Agreement would commence on May 1, 2019 and continue for a period of up to ten years. The Spring Hill Agreement would allow the Mariposa County Fire Department to use the premises, located at 4802 Highway 140, for emergency services training and administration office space. Terms of the Agreement are a rental fee of \$1,300 per year, a one-time Facility Maintenance Account deposit of \$10,000, and \$1,800 per month (\$21,600 per year) to the Facility Maintenance Account. For Fiscal Year 2018/2019 the cost would be \$32,900. For Fiscal Years following 2018/2019, the yearly cost would be \$22,900. County Fire will be responsible to maintain the Premises for all routine maintenance and repairs up to \$5,000 per item. Any repair or maintenance which exceeds the \$5,000 limit will be paid from the Facility Maintenance Account.

If the Spring Hill License Agreement is approved County Fire would gain much needed secure storage space for all emergency and safety equipment, as well as access to seven class rooms, one gymnasium, two storage buildings and the administrative building. All other emergency services would have access to use the facility for training. Other Mariposa County Departments are looking for additional office space. If the Spring Hill License Agreement is approved the office space located at 5080 and 5082 Bullion Street would be available for other Mariposa County Departments.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

County Fire has leased its current office space located at 5080 and 5082 Bullion Street since 1999. The current lease agreement expires on July 1, 2019. County Fire currently pays \$21,000 per year for the office space.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

A negative action would require County Fire to remain at its present location at 5080

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and 5082 Bullion Street in Mariposa. County Fire would not gain the benefit of the large training facility and administrative offices.

### **FINANCIAL IMPACT:**

The annual rental amount is \$1,300 per year, there will be a one time maintenance deposit of \$10,000, and a continuing maintenance fee of \$1,800 per month (\$21,600 per year) continuing for the term of the agreement. The agreement would commence on May 1, 2019, and would be in the amount of \$32,900 for the first year, and \$22,900 for each year continuing. The \$22,900 expenditure was requested for the Fiscal Year 2019/2020 budget for the Mariposa County Fire Department.

### **ATTACHMENTS:**

SpringHill\_License\_Agreement\_05 (DOCX)  
Exhibit A (PDF)

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Rosemarie Smallcombe, Merlin Jones, Marshall Long, Kevin Cann

**EXCUSED:** Miles Menetrey

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into effective May, 1, 2019 between the Mariposa County Unified School District (“Licensor”) and the County of Mariposa, a political subdivision of the State of California (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is the owner of that certain real property commonly known as the Spring Hill Facility located in Mariposa, California, more specifically described in Exhibit A attached hereto and by this reference incorporated herein, hereinafter referred to as “Premises”; and

WHEREAS, Lot Line Adjustment (LLA) No. 2016-209, a project which involves the Premises, was approved by the Board of Supervisors on July 18, 2017. LLA No. 2016-209, upon completion by the filing of a Certificate of Compliance for the Premises, will result in slight adjustments to the boundary line of the Premises. This Agreement recognizes and incorporates the LLA project by reference, and will remain in full force and effect following the filing of the Certificate of Compliance.

WHEREAS, the Premises is not and will not during the term of the License be needed by Licensor; and

WHEREAS, Licensor desires to allow Licensee to use said Premises pursuant to this Agreement; and

WHEREAS, Licensee desires to use said Premises pursuant to this Agreement; and

WHEREAS, Licensor and Licensee have, through a vote of all members of their respective governing boards, obtained the approval to enter into this Agreement.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and considerations hereinafter contained, the parties hereto agree that Licensor grants a revocable License to Licensee to use the Premises under the following conditions:

1. DURATION: Licensor hereby licenses to Licensee use of the Premises for a period of up to ten (10) years, commencing May 1, 2019, and continuing through April 30, 2029. Licensor and Licensee each reserve the right to cancel this agreement for any reason by providing written notice to the other at least one (1) year prior to cancellation.

2. CONDITION OF PREMISES: On commencement of the term, Licensee shall take possession of the Premises in "as is" condition. Licensor does not warrant the buildings located on the Premises to meet current building codes or public safety standards.

3. PERMITTED USE OF PREMISES: Licensee shall use the Premises for emergency services training and administration during the term hereof, and Licensee shall not use the Premises for other purposes without the prior written consent of Licensor.

4. RENTAL: Licensee shall pay to Licensor, for use of the Premises, the sum of One Thousand Three Hundred Dollars (\$1300) per year, payable on May 1<sup>st</sup> of each year this Agreement remains in effect.

5. UTILITIES: Except for water, Licensee shall be responsible for all utilities servicing the Premises during the term hereof, including, but not limited to, gas, electric, and telecommunications. Licensor shall be responsible for providing clean and drinkable water for the Premises, including all costs, and to test the water by method and frequency that meets California requirements for school sites. Licensee shall be responsible for routine pumping of the septic system. However, Licensor shall be responsible for the first service.

6. TAXES: All real property taxes, if any, due and payable and assessed against the Premises shall be paid by Licensor.

7. INSURANCE: Licensee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, or employees.

A. Minimum Scope And Limit Of Insurance

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Licensee has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: Licensor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Licensee's insurance coverage shall be primary insurance as respects Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Licensor, its officers, officials, employees, or volunteers shall be excess of Licensee's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Licensor.

(4) Waiver of Subrogation: Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of Licensee may acquire against Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Licensor has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Licensor. Licensor may require Licensee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Licensor.

(7) Verification of Coverage: Licensee shall furnish Licensor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Licensor prior to Licensee taking possession of the Premises. However, failure to obtain the required documents prior to Licensee taking possession shall not waive the Licensee's obligation to provide them. Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances: Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION AND EXCULPATION: Licensor shall not be liable to Licensee, and Licensee hereby waives all claims against Licensor for any injury or damage to any person or property in, on or about the Premises by or from any cause whatsoever. Licensee shall hold Licensor harmless from and defend Licensor against any and all claims or liability for injury or damage to any person or property whatsoever occurring in, on or about the Premises by or from any cause whatsoever.

9. MAINTENANCE:

A. Licensor shall remove any and all waste, furniture, and school supplies located at the Premises, at Licensor's own expense, prior to Licensee taking possession.

B. Licensee shall keep and maintain the Premises in good condition and repair during the term hereof as set forth herein. Licensee shall, at its own cost and expense, be responsible for all routine maintenance and repairs of the Premises up to Five Thousand Dollars (\$5,000) per item. Licensee shall provide Licensor with a log of any such maintenance and repair at least quarterly. Any item of maintenance or repair which exceeds Five Thousand Dollars (\$5,000) shall be paid from the "Spring Hill Facility Maintenance Account" described in subsection C. of this section.

C. Licensor shall establish and maintain a separate "Spring Hill Facility Maintenance Account" to be funded by Licensee as follow:

(1) Licensee shall make a one-time payment to Licensor of Ten Thousand Dollars (\$10,000) upon taking possession of the Premises; and

(2) Licensee shall pay Licensor the sum of One Thousand Eight Hundred Dollars (\$1,800) per month commencing May 1, 2019 and continuing for the term of this Agreement; and

(3) Licensor shall provide Licensee an annual, itemized account statement showing all transactions in the “Spring Hill Facility Maintenance Account.”

10. ALTERATIONS: Licensee shall not be permitted to make alterations, additions, or modifications to the Premises without the prior written approval of Licensor.

11. MECHANICS LIENS: Licensee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Licensee.

12. INSPECTION AND ENTRY BY LICENSOR: Licensee shall permit Licensor or Licensor’s agents to enter into and upon the Premises at reasonable times during business hours for the purpose of inspecting the Premises.

13. COMPLIANCE WITH LAWS: Licensee shall, at Licensee’s own expense, comply with all applicable laws, rules, regulations, statutes, ordinances and requirements of all governmental authorities pertaining to the use of the Premises.

14. DAMAGE TO THE PREMISES: In the event the Premises are fully or partially destroyed by any cause, rendering the Premises totally or partially inaccessible or unusable, Licensor may restore the Premises to substantially the same condition as they were in immediately before destruction, if the restoration can be made under existing laws and can be completed within sixty (60) working days after the date of destruction. Such destruction shall not terminate this Agreement.

If the restoration cannot be made in the time stated in this section or Licensor chooses not to restore the Premises, then within fifteen (15) days after the parties determine that the restoration will not be made in the time stated in this section, Licensee can terminate this Agreement immediately by giving written notice to Licensor. If Licensee fails to terminate this Agreement and if restoration is undertaken by Licensor, Licensor, at its election, can either terminate this Agreement or restore the Premises within a reasonable time, and this Agreement shall continue in full force and effect.

If Licensor elects to restore the Premises, Licensor shall not be required to restore alterations made by Licensee, Licensee’s improvements, Licensee’s trade fixtures, or Licensee’s personal property, such excluded items being the sole responsibility of Licensee to restore.

15. ASSIGNMENT AND SUBLETTING: Licensee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or suffer any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Licensor.

16. DEFAULT: In the event of any breach of this Agreement by Licensee that continues for a period of thirty (30) days after Licensor has given written notice to

Licensee to cure said breach, then in that event, Licensor shall be entitled to all legal remedies given to a landlord pursuant to the laws of the State of California.

17. WAIVER: The waiver by Licensor of the breach by Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. HOLDING OVER: In the event Licensee shall hold possession of the Premises after the termination date of this Agreement, Licensee shall become a tenant from month-to-month at the rental rate of One Thousand Eight Hundred Dollars (\$1,800) per month and upon the terms and conditions set forth herein.

19. NOTICES: All notices to be given by Licensor to Licensee shall be made by sending the same by registered mail, postage prepaid, addressed to Licensee at:

Mariposa County Board of Supervisors  
P.O. Box 189  
Mariposa, CA 95338

All notices to be given by Licensee to Licensor shall be given by sending the same by registered mail, postage prepaid, addressed to Licensor as follows:

Mariposa County Unified School District  
P.O. Box 8  
Mariposa, CA 95338

20. SEVERABILITY: The unenforceability, invalidity or illegality of any provision of this license shall not render the other provisions hereof unenforceable, invalid or illegal.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understanding with respect thereto. There are no promises, terms, conditions or obligations referring to the subject matter of this Agreement other than contained herein. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation hereunder be waived except by written instrument signed by the party to be charged, or by its agents, duly authorized in writing, or as otherwise expressly permitted in this Agreement.

22. INTERPRETATION: This Agreement shall be interpreted pursuant to the laws of the State of California.



23. EXECUTION OF LICENSE AGREEMENT: This Agreement shall be valid and binding upon the parties hereto if executed by the parties in counterparts.

Date: 4-18-19

ATTEST:

Tracy Daulton, Deputy  
Rene' La Roche  
Clerk of the Board

Date: 4.11.19

LICENSEE:  
COUNTY OF MARIPOSA

Kevin Cann  
Miles Menetrey, Chair  
Board of Supervisors  
By Kevin Cann, Vice-Chair  
APPROVED AS TO FORM:

Steve W. Dahlem  
Steve W. Dahlem  
County Counsel

LICENSOR:  
MARIPOSA COUNTY UNIFIED  
SCHOOL DISTRICT

Robin Hopper  
Robin Hopper  
Superintendent

THIS ATTACHMENT IS MADE A PART OF THAT CERTAIN GRANT DEED DATED 8/22/84

EXHIBIT "A"

All that certain real property situate in the County of Mariposa, State of California, described as follows:

A tract of land situated in the North 1/2 of projected section 26, T.5 S., R.18 E., M.D.B.&M., Rancho Las Mariposas, Mariposa County, California, as described as follows:

Commencing at a concrete monument set to mark the southerly right-of-way boundary of State Highway 140, at engineering station 357+30.18, said monument also bearing South 48° 30' 51" West, 3003.06 feet from the northeast corner of said projected section 26; thence along said southerly right-of-way boundary, through a curve, concave to the north, with a radius of 1075.00 feet, through a central angle of 09° 54' 48", an arc distance of 186.00 feet to the point of beginning, being a point on the curve of said southerly right-of-way boundary, with a radial bearing of North 02° 26' 12" East; thence leaving said southerly right-of-way boundary, South 08° 21' 54" West, 292.00 feet; thence South 83° 39' 06" East, 210.00 feet; thence North 69° 17' 08" East, 422.10 feet; thence North 16° 11' 36" West, 267.00 feet to a point on said southerly right-of-way boundary, said point being on a curve with a radial bearing of North 24° 12' 45" West; thence along said southerly right-of-way boundary, through a curve, concave to the northwest, with a radius of 1075.00 feet, through a central angle of 26° 39' 57", an arc distance of 500.00 feet to the point of beginning, containing 3.70 acres more or less.

Reserving therefrom a non-exclusive easement for public access and utility purposes on over and across a portion of the above tract, as described as follows:

Beginning at the northwest corner of said tract; thence along the westerly line of said tract, South 08° 21' 54" West, 60.30 feet; thence leaving said westerly line, through a curve, concave to the north, with a radial bearing of North 02° 45' 04" East, a radius of 1135.00 feet, through a central angle of 06° 23' 26", an arc distance of 126.59 feet; thence North 03° 38' 22" West, 60.00 feet to the northerly line of above said tract; thence along said northerly line, through a curve, concave to the north, with a radial bearing of North 03° 38' 22" West, a radius of 1075.00 feet, through a central angle of 06° 04' 34", an arc distance of 114.00 feet to the point of beginning.