



# MARIPOSA COUNTY

Administration • 966-3222



## RESOLUTION - ACTION REQUESTED 2019-633

MEETING: November 5, 2019  
TO: The Board of Supervisors  
FROM: Dallin Kimble, County Administrative Officer  
RE: Fairgrounds Lease for NRCS

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Lease Agreement with 35A District Agricultural Association for Office Space at the Mariposa County Fairgrounds for NRCS; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In the mid-1990s, the U.S. Department of Agriculture decided to consolidate local offices of the National Resource Conservation Service (NRCS). Mariposa County's office was identified for closure.

The office was eventually allowed to remain open as a "local partnership office", not an official NRCS office, with the condition that the local NRCS would not be permitted to pay for rent or other expenses associated with operating a local office. Mariposa County Resource Conservation District (RCD) was able to provide space at their location on the fairgrounds and NRCS has continued serving the county under that arrangement ever since.

Although RCD remains supportive of NRCS, operating a nonprofit conservation district is a difficult proposition and the RCD Board of Directors has recently determined it would be in their own best interest to relocate to a smaller office. The smaller space will allow RCD to continue serving the community with the excellent tools they provide; but it places the NRCS office in some jeopardy.

The Mariposa NRCS office is the most productive in the state with more than 350 active contracts valued at over \$19 million. They have been a crucial partner in battling drought and tree mortality on private land throughout our community and are awarded grants on a regular basis that improve our fire safety and resource management.

Regulations have also changed since the mid-1990s. The local office is in the process of requesting authorization from their superiors in the federal government to pay for rent and other expenses. Officials at NRCS are cautiously optimistic their request will

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be granted. A response indicating whether authorization will or will not be provided is expected in about three months. In the meantime, the lease for their current space expires at the end of October.

The County is supportive of NRCS, RCD and the Mariposa County Fairgrounds. In view of the value each of these organizations brings to our community, and in order to maintain an NRCS office in Mariposa County, staff recommends entering a lease for office space at the fairgrounds where NRCS can continue operations.

The proposed lease includes all costs associated with establishing an office in this location (rent, utilities, trash collection, etc.) for a monthly fee of \$1,375. It does not include general maintenance or janitorial services.

The proposed lease is for a full year. The agreement can be canceled within thirty (30) days if, at any time, NRCS receives authorization to pay for rent or finds another solution to maintain an office in Mariposa County. Staff will continue working with NRCS to identify alternatives if their authorization request is denied. No ongoing contribution to NRCS is anticipated at this time.

With gratitude to NRCS for the work they have and continue to do in our community, staff recommends approval of the attached agreement. A Memorandum of Understanding (MOU) formalizing the relationship with NRCS is forthcoming.

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

The Board regularly provides funding for nonprofits delivering services in our community.

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

Do not approve this agreement. NRCS will continue working to find solutions allowing them to stay in Mariposa County, but may or may not ultimately have to close their Mariposa office.

### **FINANCIAL IMPACT:**

**\$15,000 will be included in balancing adjustments to accommodate this lease.**

### **ATTACHMENTS:**

**Fairgrounds Lease Agreement for NRCS (PDF)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Kevin Cann, District IV Supervisor

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

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

**LEASE AGREEMENT  
2019-2020. No. 2**

RES. NO. 19-633

This agreement, by and between the 35-A District Agricultural Association, hereinafter called the Association and the Mariposa County hereinafter referred to as RENTER is entered into this 5<sup>th</sup> day of Nov, 2019.

The program representatives for correspondence, inquiries, etc. during the term of this agreement are:

<b>Requesting Agency:</b> Mariposa County	<b>Providing Agency:</b> California Department of Food and Agriculture, Division of Fairs and Expositions
Section/Unit: MARIPOSA COUNTY	Section/Unit: 35-A District Agricultural Association
Attention: Miles Menetrey	Attention: Brian Bullis, General Manager
Address: P.O. Box 784 Mariposa, California 95338	Address: 5007 Fairgrounds Road, Mariposa, Ca 95338
Phone: 209/966-3222	Phone: 209/966-2432
Fax:	Fax: 209/966-6273

1. The term of this lease agreement is November 1, 2019 through October 31, 2020.
2. The ASSOCIATION grants RENTER the right to occupy the Resource Building subject to the terms and conditions of this agreement.
3. The purpose of occupancy shall be limited to office space for Natural Resource Conservation Service and shall be for no other purpose or purposes whatsoever without prior written permission from fair management.
4. RENTER agrees to pay to ASSOCIATION for the rights and privileges hereby granted, the amounts in the manner set forth below:
  - November 1, 2019 through October 31, 2020: \$1,375.00 per month

Lease to include electricity, propane, water and sewer hook-up, disposal of normally generated office trash and annual inspection/servicing of fire extinguisher.

**PARKING:** RENTER may use area known as RV#3 for parking official vehicles during working hours, evenings and weekends. Such vehicles will be relocated at ASSOCIATION'S request when specific interim activities or the annual county fair require said space. In addition, No more than six (6) parking spaces in front of and adjacent to leased building may be designated as parking only for Cooperative Extension, Agricultural Commissioner and Resource Conservation customers. Said spaces to be marked with signs that can be removed during weekend interim events and during the annual county fair. No permanent markings such as paint, etc. shall be painted in said parking places with the exception of the handicapped parking spaces located next to the building.

**NOT INCLUDED IN THE LEASE IS:** General maintenance inside office building, i.e. windows broken by or use by RENTER, painting inside of building, renovating inside office space, replacement of light bulbs, maintenance or smoke alarm(s), toilet paper, paper towels, soap, seat liners, restroom and janitorial supplies or janitorial services.

5. RENTER agrees to pay fees required by Association as set forth above and to guarantee payment of:
  - a. Any money which may be payable to Association under this agreement.
  - b. Any damage to Fairgrounds property and extra utilities, if any.
  - c. Removal of all property of RENTER and leaving premises in a condition satisfactory to the Association at end of agreement.
  - d. Use of facilities not set forth in this agreement will result in extra charges.

6. ASSOCIATION shall have the right to access and monitor any and all events on the premises.
7. RENTER shall provide, as required by ASSOCIATION, evidence in the form of resolution or written document declaring RENTER is self-insured and responsible for liability resulting from the use of the facility.
8. RENTER further agrees to indemnify and save harmless ASSOCIATION and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom RENTER may be liable under any Workers Compensation law and renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise caused by, arising out of or in any way connected with the exercise by RENTER of the privileges herein granted.
9. RENTER further agrees that s/he will not sell, barter or exchange or permit his employees to sell, barter or exchange any permits issued to RENTER or his employees hereunder.
10. It is mutually agreed that his contract or the privileges granted herein, or any part thereof, cannot be assigned to otherwise disposed of without the written consent of the ASSOCIATION.
11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
12. The rules and regulations attached to this agreement (Refer to paragraphs 27 thru 34) hereof are made a part of this agreement as though fully incorporated herein, and RENTER agrees that he has read this agreement and the said rules and regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.
13. In the event RENTER fails to comply in any respect with the terms of this agreement and the rules and regulations referred to herein, all payments for facilities used shall be deemed earned and non-refundable by the Association and the Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
14. RENTER will conduct his business in a quiet and orderly manner, will deposit all rubbish, garbage, etc. in receptacles provided for such purpose outside the building by the ASSOCIATION.
15. RENTER will conduct the privileges granted in this agreement according to all the rules and requirements of the State Department of Health Services and local health authorities and will not engage in any other business whatsoever upon or within said premises except that which is herein expressly stipulated and contracted for in this agreement.
16. All sound producing devices used by RENTER within or outside his space must be of such nature and must be so operated as not to cause annoyance or inconvenience to others. The decision of ASSOCIATION as to the desirability of any such sound producing device shall be final and conclusive. Sound application equipment may be installed outside the office space only by first obtaining written permission thereof from Association.
17. Any activities or item(s) deemed objectionable or harmful by Association are prohibited.
18. RENTER is entirely responsible for facilities allotted to RENTER and agrees to reimburse Association for any damage caused in conjunction with said facilities with the exception of reasonable wear and tear and damage beyond the control of RENTER.
19. Association shall not be responsible for loss or damage to the property of RENTER.
20. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, California Construction Authority, State Department of Environmental Health, etc. must be strictly observed.

21. Failure of ASSOCIATION to insist on any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
22. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the ASSOCIATION of any further performance of the terms of this agreement.
23. RENTER recognizes and understands that this rental may create a possessory interest subject to property taxation and that RENTER may be subject to payment of property taxes levied on such interest.
24. The association shall have the right to inspect the premises covered by this agreement at any time or at all times, with permission of RENTER.
25. The parties here to agree that RENTER and any agents and employees of RENTER in the performance of this agreement shall act in an independent capacity and not as officers or employers or agents of the ASSOCIATION.
26. Time is of the essence of each and all provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto.

#### RULES & REGULATIONS-STANDARD CONTRACT TERMS AND CONDITIONS

27. RENTER, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against RENTER within the immediately preceding two-year period because of the RENTER'S failure to comply with an order of a Federal Court which orders the RENTER to comply with an order of National Labor Relations Board (Public Contract Code §10296).
29. RENTER shall provide a worker's compensation insurance certificate if worker's compensation is required for this contract. This determination will be made by the fair.
30. If, during the performance of this agreement, a dispute arises between RENTER and Fair Management which cannot be settled by discussion, the RENTER shall submit a written statement within eight hours of the incident giving rise to the dispute to Fair Management. A decision by Fair Management shall be made to the RENTER within four hours, in writing, and shall be final and conclusive. RENTER shall continue to perform contract requirements without interruption during the dispute period.
31. It is understood and agreed that this contract shall be governed by the laws of the State of California both as to interpretation and performance.
32. During the performance of this contract, RENTER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. RENTER shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. RENTER shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. RENTER shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This RENTER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
33. RENTER by signing this contract hereby certifies, unless specifically exempted, compliance with Government Code §12990 (a-f) and California Code of Regulations, Title 2 Division 4, Chapter 5 in matters relating to reporting requirements and the development, and implementation and maintenance of a Nondiscrimination Program. Prospective RENTER agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
34. By signing this contract, RENTER assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

This agreement is not binding upon ASSOCIATION until it has been duly accepted and signed by its authorized representative.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and the year first above written.

35-A DISTRICT AGRICULTURAL ASSOCIATION  
5007 Fairgrounds Road  
Mariposa, California 95338

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Brian Bullis, General Manager

  
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APPROVED AS TO FORM:

  
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STEVEN W. DAHLEM  
COUNTY COUNSEL