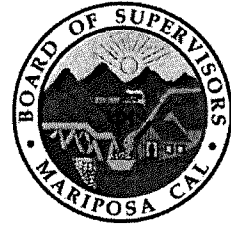




# MARIPOSA COUNTY

Administration • 209-966-3222



## RESOLUTION - ACTION REQUESTED 2014-297

MEETING: June 24, 2014

TO: The Board of Supervisors

FROM: Rick Benson, County Administrative Officer

RE: Fairgrounds Museum Lease

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### RECOMMENDATION AND JUSTIFICATION:

Approve a one-year agreement with the 35-A District Agricultural Association for the California State Mineral and Mining Museum from July 1, 2014 through June 30, 2015, in the amount of \$52,454.40 annually, and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement allows the County to continue to provide for the rent payments necessary to house the museum as has been the practice since 1999. There are no substantial changes from last year's agreement and the amount of lease agreement is the same as the previous fiscal year. Wording has been added that the County is not responsible for utilities, and it still continues a provision that allows the County to terminate the agreement with two weeks notice.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

Your Board has approved similar agreements in order to house the Mineral and Mining Museum since October 1999.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not approved it is likely that the Mineral and Mining Museum will close or relocate away from Mariposa.

### FINANCIAL IMPACT:

**\$52,454.40 annual cost. This amount is included in the Fiscal Year 2014-15 Requested Budget.**

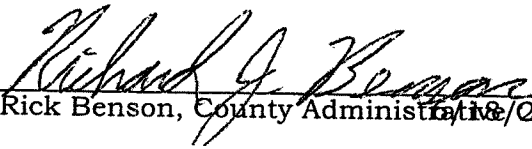
### ATTACHMENTS:

**INTERAGENCY AGREEMENT Lease 2014-2015 M&MM (DOC)**  
**Exhibit A M&MM Lease Agreement 14-15 (PDF)**

### CAO RECOMMENDATION

Requested Action Recommended

*Fairgrounds/Mineral & Mining Museum*

  
Rick Benson, County Administrator/Office

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:** Janet Bibby, District III Supervisor  
**SECONDER:** John Carrier, District V Supervisor  
**AYES:** Lee Stetson, Janet Bibby, Kevin Cann, John Carrier  
**EXCUSED:** Merlin Jones

This agreement is entered into this 1st day of July 2014 in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting General Manager, 35-A District Agricultural Association, hereinafter called ASSOCIATION and

**COUNTY OF MARIPOSA, hereafter called RENTER.**

**TERMS OF THE AGREEMENT:**

1. RENTER secures from the ASSOCIATION the right to occupy a building located on Association grounds, next to the front lawn/camping facilities and northwest of Manzanita Hall (Building B), designated and identified as the California State Mining and Mineral Museum and consisting of 5,776 square feet. RENTER also secures from the ASSOCIATION the right to occupy the underground tunnel adjoining the north side of the building consisting of approximately 1,223 square feet, and certain outside facilities surrounding the outside perimeter of the building and consisting of approximately 4,749 square feet. The building, mine tunnel and easements are diagramed and more particularly described in Exhibit "A" attached hereto. It is understood and agreed by all parties that the facilities which are the subject of this agreement, as described above and in Exhibit "A" are the property of, and owned by, the ASSOCIATION and are occupied by the RENTER as a leasehold interest only.

2. The term of this rental agreement shall commence July 1, 2014 and shall end at midnight June 30, 2015 unless terminated by RENTER. RENTER shall have the right to terminate this agreement upon fourteen (14) days written notice. RENTER is granted the right to extend the term of this rental agreement for up to two additional periods of two years each for a total additional period of up to four (4) years or less upon expiration date. Specific terms and rental rate to be agreed upon between the parties at the commencement of each successive two-year option term of this agreement. RENTER shall provide ASSOCIATION with written notice of intent to exercise the option at least ninety (90) days prior to the expiration of the initial term or the first option term.

In the event that RENTER or ASSOCIATION terminates this agreement or if it is not extended for any reason, the ASSOCIATION shall take lawful possession of the building, the tunnel and the easement included in this agreement. In such event, ASSOCIATION reserves the right to use the building for any purpose it deems appropriate and all minerals, rocks, gems, artifacts and other property including display cases, interpretive displays, furniture, office equipment and supplies of the RENTER will be removed from the premises at RENTER'S expense. Property not to be removed includes anything permanently attached to facility such as, but not limited to, built-in safe, light fixtures, carpeting, fire suppression equipment, fencing, HVAC units, internal wiring for telephone and alarm systems, etc.

Upon termination of this lease, facility vacated by RENTER must be returned to a usable and reasonably acceptable condition as approved by ASSOCIATION. Any expenses to ASSOCIATION for repairs of damages caused by RENTER and not repaired upon vacating premises will be charged at actual cost and paid by RENTER within thirty (30) days of invoice.

3. RENTAL RATE shall be:

July 1, 2014 through June 30, 2015: \$4371.20 per month itemized as follows:

For 5,776 square foot building: .550 per square foot or \$3176.80

For 1,223 square foot underground tunnel: .20 per square foot or \$244.60

For 4,749 square foot area immediately adjacent building: \$.20 per square foot or \$949.80

RENTER shall not be responsible for the payment of utilities, including, but not limited to electricity, LP gas, telephone, internet, alarm system, or trash disposal.

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Rent will be charged for entire time facility is occupied by the California State Mining and Mineral Museum but not necessarily open to the public to include time needed to vacate and restore the premises to a condition acceptable by the ASSOCIATION.

Use of ASSOCIATION facilities and equipment not covered under this agreement will be subject to availability and charged at current rental rates.

All fees are due and payable within 30 days after date of invoice.

Invoices in accordance with this agreement shall be submitted to:

COUNTY OF MARIPOSA: Rent

4. PAYMENT PENALTIES. In the event RENTER does not pay the monthly rental rate to ASSOCIATION within thirty (30) days of billing due date as specified herein, RENTER will be given written notice that they are in default of this agreement and that this default is to be corrected within thirty (30) days. In the event of a default hereunder ASSOCIATION shall have all the rights and remedies of a landlord pursuant to California law. Also, in the event of a default, RENTER shall have all rights and remedies of a renter or lessee pursuant to California law.

5. It is mutually agreed that if RENTER, 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. In this event, the RENTER shall have no liability to pay any funds whatsoever to ASSOCIATION or to furnish any other considerations under this Agreement and ASSOCIATION shall not be obligated to perform any provisions of this Agreement.

In the event funding for any fiscal year is reduced or deleted for purposes of this agreement, and no alternate agreement is made, ASSOCIATION shall take possession of the facilities covered under this lease and RENTER shall immediately vacate the premises.

6. The Chairman of the Board of Supervisors, or his/her designee, shall be available to ASSOCIATION relative to any discussion regarding this agreement. The ASSOCIATION'S designated representative shall be available to RENTER relative to any discussion regarding this agreement.

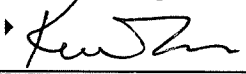
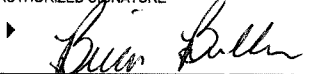
7. DISPUTES. In the event of a dispute regarding the interpretation or performance of this rental agreement, it shall be referred to the general manager of the ASSOCIATION who shall attempt in good faith to settle the dispute to the satisfaction of all parties within 48 hours. Should a settlement not be reached by the general manager within the specified time, a joint committee as designated by both parties shall be appointed to settle the dispute. The utilization of this procedure shall be precedent to any court action.

8. RENTER, and the agents and employees of RENTER, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the ASSOCIATION.

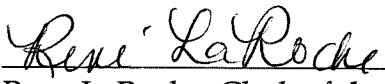
9. RENTER shall maintain all financial records relating to this agreement for a period of three years after final payment of this agreement or until audited by the State, whichever comes first, and shall be available for inspection or audit at any reasonable time (Gov Code Section 105332).

10. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

11. It is understood and agreed that this agreement shall be governed by the laws of the State of California both as to interpretation and performance.

NAME OF STATE AGENCY RECEIVING SERVICES:	NAME OF STATE AGENCY PROVIDING SERVICES
County of Mariposa	California Department of Food and Agriculture, Division of Fairs and Expositions
CALLED ABOVE (SHORT NAME)	CALLED ABOVE (SHORT NAME)
AUTHORIZED SIGNATURE 	35-A District Agricultural Association AUTHORIZED SIGNATURE 
PRINTED NAME AND TITLE OF PERSON SIGNING Chairman of the Board, KEVIN CAWN	PRINTED NAME AND TITLE OF PERSON SIGNING Brian Bullis, General Manager

ATTEST:

  
\_\_\_\_\_  
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steven W. Dahlem, County Counsel