

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: September 6, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: (530) 289-3201

AGENDA ITEM: Approval of mural to be painted at the Alleghany Community Park (County Property) including authorization for Director of Transportation to issue facilities use agreement to artists which will provide specific County authorization as well as indemnification.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Facilities Use Agreement Form (blank) and e-mail with conceptual photo

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD _____
DATE

Miriam Dines

From: Supervisor Lee Adams [hangman1885@jps.net]
Sent: Monday, August 29, 2016 10:38 AM
To: Miriam Dines
Subject: Fwd: mural idea

FYI

Thank you.

Lee Adams
Sierra County Supervisor
District One
PO Box 1
Downieville, CA 95936-0001
916.709.6880
hangman@sierracounty.ca.gov

Begin forwarded message:

Resent-From: <supervisor1@sierracounty.ca.gov>
From: ACWD <alleghanywater@gmail.com>
Date: August 24, 2016 at 8:21:18 AM PDT
To: Lee Adams <supervisor1@sierracounty.ca.gov>, Tim Beals <tbeals@sierracounty.ca.gov>, Tobyn Mehrmann <IrishPirate4200@gmail.com>
Subject: mural idea

Hi Tim:

Here it is again, the most recent idea. The ACWD board did not approve it at the meeting in August. I think they want to provide input (I was not there). This is the basic idea right now. I will call a special meeting when I get back to get final approval on the design. The artists would like input but I had to explain to them that it is not up to me.

I just sent them a message to get all of their contact info for the indemnification form. It is two women artists from Mexico. They have assured me that it will be weather resistant and will add to the upkeep at the park. That was my concern. It will be a mosaic of tile and mirrors so the design has to be fairly simple.

Thanks!

*Rae Bell Arbogast
President, ACWD
530-287-3223*

*Alleghany County Water District
P.O. Box 860
Alleghany, CA 95910
530-287-3204*



FACILITY USE AND INDEMNIFICATION AGREEMENT

This Facility Use and Indemnification Agreement (hereinafter referred to as "Agreement") is entered into as of the Effective Date last set forth below by and between the COUNTY OF SIERRA, a political division of the State of California (hereinafter referred to as the "COUNTY"), and

OPERATIONAL PROVISIONS

1. FACILITY. LICENSEE has or does hereby apply for use of the following location(s) collectively identified as "FACILITY":

2. CONDITIONS ON USE OF FACILITY. In partial consideration of the indemnification set forth below and at the request of LICENSEE, the COUNTY hereby consents to the use of the FACILITY as follows:

Commencement Date:

Termination Date:

Hours of Use:

Purpose of Use:

Contact Party:

Address:

Telephone Number:

3. FEE. LICENSEE shall pay to the COUNTY the sum of \$25.00.

4. TERMINATION OF FACILITY USE. It is understood by the parties hereto that this Agreement constitutes a revocable license to use the FACILITY in a manner consistent with the terms set forth in Provision 1 above, which license may be revoked at any time by the COUNTY.

5. INDEMNIFICATION. The FACILITY USER does hereby indemnify and agree to hold the COUNTY and its employees, agents, representatives, successors and assigns entirely free and harmless from and against any and all suits, judgments, executions, payments, compromises in settlement, liability, loss, costs, damages, fees of attorneys and other expenses which the COUNTY may sustain or incur arising out of the use of the FACILITY by the LICENSEE, or any third party, which indemnity shall include any and all losses which LICENSEE may sustain for any reason arising out of the FACILITY use and the LICENSEE does expressly waive any and all claims or

causes of action against the COUNTY and its employees, agents, successors, representatives and assigns.

6. INSURANCE. LICENSEE shall obtain comprehensive liability insurance with a combined single limit coverage in an amount not less than _____ per occurrence, which insurance shall name the COUNTY as an additional insured. A certificate of insurance shall be provided to the COUNTY prior to the exercise of the license set forth in this Agreement.

7. POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with a Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this Agreement, and if created the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

8. INTERPRETATION AND ENFORCEMENT.

8.1 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

8.2 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

8.3 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

8.4 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8.5 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

8.6 EFFECTIVE DATE OF THIS AGREEMENT. Effective Date of this Agreement is _____.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use and Indemnification Agreement as of the Effective Date specified above.

"COUNTY"

"LICENSEE"

COUNTY OF SIERRA

By _____

Tim H. Beals
Director of Transportation

By _____

Title: _____

(Corporations: Attach a duly executed
Resolution of Authorization)
SCFORMS\FACILITY.USE 829161008