

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: SHERIFF

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE May 14, 2013

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Authorize the Sheriff to Enter into a License Agreement with Modesto City Schools to Use the Equestrian Area of the Sheriff's Operation Center Located at 250 E. Hackett Road, Modesto, CA

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to enter into a license agreement with Modesto City Schools to use the Equestrian Area of the Sheriff's Operation Center located at 250 E. Hackett Road, Modesto, CA.
2. Authorize the Sheriff to sign the license agreement between Modesto City Schools and the Sheriff.

FISCAL IMPACT:

There is no fiscal impact to the Sheriff's Department with Modesto City School using the Equestrian Area. There is an understanding that Modesto City Schools will leave the facility in a clean condition.

BOARD ACTION AS FOLLOWS:

No. 2013-234

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien, and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Sheriff to Enter into a License Agreement with Modesto City Schools to Use the Equestrian Area of the Sheriff's Operation Center Located at 250 E. Hackett Road, Modesto, CA

DISCUSSION:

Currently, Modesto City Schools provides Future Farmers of America (FFA) and 4H instructions at the Equestrian area at the Sheriff's Operation Center located at 250 E. Hackett Road, Modesto, CA.

FFA and 4H are dynamic leadership development organizations that involve students from elementary school through High School in supervised, hands on agricultural experiences such as livestock management and care, science, citizenship and healthy living. These programs make a positive difference in the lives of students by developing their potential for leadership, personal growth, and career success through agricultural education.

Modesto City Schools and students will keep animals at the Sheriff's Equestrian area of the Sheriff's Operation Center, where students will be engaged in learning animal management and care. Modesto City Schools will indemnify the County and maintain insurance as part of the agreement to use the area.

Government Code section 25526.6 allows the Board to allow the use of County property by a public entity upon a finding that it is in the public interest, and that the use will not interfere with the County's use of the property.

POLICY ISSUE:

This action is consistent with the Board's priorities of Efficient Delivery of Public Services, Effective Partnerships, and a Strong Agricultural Economy/Heritage.

STAFFING IMPACT:

There is no staffing impact associated with this action.

CONTACT PERSON:

Lieutenant Jim Jacobs (209) 525-5628



SHERIFF'S DEPARTMENT
Adam Christianson, Sheriff – Coroner

APPLICATION AND LICENSE FOR TEMPORARY USE OF PROPERTY – Public Agencies

(Government Code, §25526.6 (b))

The undersigned entity ("Entity") requests and applies for a temporary license to use a portion of the property owned or controlled by the County of Stanislaus ("County") on the terms and conditions set forth herein, and any additional terms agreed to by the Entity and the County and attached to this Application and License.


Name of Entity:	Modesto City Schools FFA
Address:	426 Locust Street, Modesto, CA 95351
Phone:	(209) 576-4161
County Property:	Sheriff's Equestrian Center
When:	7/1/13 – 6/30/14
Purpose:	Use of small barn and horse stalls in pole barn


Terms and Conditions

1. The below authorized County Officer finds that issuing the license described above is in the public interest and that the authorized use of the property will not substantially conflict or interfere with the use of the property by the county, and on those findings hereby grants to Entity and its employees, agents or contractors, and volunteers a limited right of access to enter upon the Property for the purpose set forth above, subject to the following conditions and any special conditions attached hereto.
2. This License is for a limited period during the dates and times set forth above. The term of this License is not renewable, although the County, in its sole discretion, may grant additional, new licenses. This Agreement may be terminated by the County upon reasonable notice to the Entity.
3. Entity shall pay to the County as rent, a non-refundable fee in the amount of \$ 0 for the use of the Property during the license term.
4. Entity shall not modify or alter the Property without prior written consent of the County. Entity shall return the Property to its condition prior to such entry, except for reasonable wear and tear to the Property caused by the permitted use. Entity shall keep the property free of liens and encumbrances, including mechanic's liens, arising out of the activities and conduct of the Entity and Entity's agents, employees and contractors.
5. Any entry upon the Property by Entity, or Entity's employees, agents or contractors, and students shall be at Entity's sole risk and expense. The Entity's agree to assume responsibility for damages resulting from negligence or improper actions by Entity's occurring on the Property and arising out of Entity's use of the Property.
6. Entity shall indemnify and hold the County harmless from any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the Entity's occupation and use of the premises. The County shall assume liability for negligent acts and omissions committed by its employees, agents or contractors during the term of the License.

Agreed To By Applicant

Permitted by County of Stanislaus

 Date: 7/27/13
 Julie A. Chapin
 Associate Superintendent, Business Services
 Chief Business Official

 Date: 7/19/13
 Adam Christianson
 Sheriff – Coroner

