

CITY OF ST. HELENA

RESOLUTION NO. 2017-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING A JOINT USE AGREEMENT WITH THE ST. HELENA UNIFIED SCHOOL DISTRICT FOR THE USE OF VINTAGE HALL BOARD ROOM THROUGH FEBRUARY 2020 FOR A TOTAL COST NOT TO EXCEED \$31,500

RECITALS

- A. On April 9, 2013, the City Council approved a three year joint use agreement with the St. Helena Unified School District for the use of Vintage Hall Board Room for an annual cost of \$10,000 expiring on October 31, 2016; and
- B. On November 29, 2016, the City Council approved an agreement amendment through February 28, 2017; and
- C. The St. Helena Unified School District Governing Board provided an agreement through February 2020 (Exhibit A). The new agreement will include a gradual increase from \$10,000 to \$10,500 in March 2018 and an additional increase to \$11,000 in March 2019.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. The City Council authorizes the City Manager to approve the joint use agreement with the St. Helena Unified School District.

Approved at a Special Meeting of the St. Helena City Council on January 24, 2017 by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Dohring:	Yes
Councilmember Koberstein:	Yes
Councilmember Ellsworth:	Yes

APPROVED:



Alan Galbraith, Mayor

ATTEST:



Cindy Black, City Clerk



ST. HELENA UNIFIED SCHOOL DISTRICT

JOINT USE AGREEMENT
VINTAGE HALL BOARD ROOM

This joint Use Agreement is entered into between the St. Helena Unified School District of Napa County, California (hereinafter referred to as the District) and the City of St. Helena, a municipal corporation (herein after referred to as the City.)

RECITALS

- A. The District and the City have been cooperating in the use of facilities for many years.
- B. For the past twelve years the District has shared Vintage Hall with the City for official meetings.
- C. The City shared in the renovation of Vintage Hall and equipment for improved communication with the community.
- D. The District desires to make available the Vintage Hall Board room for both City Council and City Planning Commission meetings.

The following terms and conditions are accepted and agreed upon by the District and the City.

- 1. Term- The District hereby grants the City a three (3) year lease for use of the Vintage Hall Board room, hereinafter described, commencing March 1, 2017 and concluding on February 29, 2020.
- 2. Facility- The Vintage Hall Boardroom and the CCTV room are the facilities covered by this agreement.
- 3. Consideration- Good, valuable and adequate consideration exists in the mutual benefit by the District and the City as a result of their entering into and fulfilling agreement.
- 4. District modifications to the property- The District, at the District's sole discretion, may make any modifications, improvements or place equipment within the leased area with a seven (7) day notice to the City Manager. The improvements, modifications or placements may be for the purpose of, but not limited to the operation of public education and/or other education related activities. In no case shall the changes deprive the City's use of this facility as specified herein.
- 5. City use of property- The City shall have exclusive use of the facilities identified in section 2 every Tuesday in connection with its regularly scheduled City Council and City Planning Commission meetings. It is understood that these meetings shall take place on the first through fourth Tuesday of each month. Meetings shall commence no earlier than 5:00 p.m. and shall be concluded by 11:30pm.

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Restrooms and emergency use of the District copy machine shall be available. Parking shall be provided on a first come, first serve basis and generally will be available unless spaces are used for District educational purposes. The City may display City items (such as the City flag, maps and mission statement) during its meetings, provided that such items are removed upon the conclusion of the meetings.

6. District use of property- The District will have exclusive use of the Vintage Hall Boardroom at all other times not stated above. The City may negotiate with the District for additional hours not included in this agreement. Agreed upon hours shall be at the usual rate charged by the District to other governmental agencies, or, if there is no such rate, the usual rate charged by the district to local non-profit organizations.
7. District responsibilities - The District agrees to provide the board room described in section 2 to include, but not limited to, acoustically appropriate wall, window and floor surfaces; a CCTV room equipped for broadcasting teleconferencing equipment (including an access service line from/to City Hall), sound system and equipment, ceiling mounted computerized projection system; furniture to include dias, tables and chairs, storage access for Council and Commission supplies, custodial services, and normal use utility costs.
8. Rent-The City shall pay to the District a sum of \$10,000 due on March 1, 2017 for the first year. \$10,500 shall be due on March 1, 2018 for the second year. \$11,000 shall be due on March 1, 2019 for the third year of the term. If the City terminates the lease during the term, the City shall be reimbursed a prorated share of the balance. The City shall provide the district with a 30 day notice for termination.
9. During the term of this agreement the City will be using a dedicated internet line provided by the school district; the cost of which is included in the rental amount.
10. Equipment and Improvements- The District shall own all broadcasting and technical equipment necessary to conduct and broadcast formal meetings. The City shall have the right to operate this equipment. The District will be responsible for preventative and normal maintenance of the equipment. Repair and replacement costs for equipment shall be borne by the parties in proportion to their use of the equipment, except that if one party damages the equipment through its own negligence, that responsible party shall bear the entire cost of repair or replacement. All equipment, maintenance, repair and purchase will be through District contract and the equipment will remain the property of the District. The City will be bill once the repair/purchase is complete and will include all copies of invoices for repair/purchase

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11. Joint Review- The District and the City shall meet annually, prior to January 1 of each year, to review the joint-use of the Vintage Hall Board room. As a result of this review, the use schedule as identified in this agreement may be revised upon mutual consent of both the District and the City. Such changes, when made, shall become part of this agreement.
12. Improvements- The City shall make no improvements until plans and specifications for such improvements are reviewed, approved and signed by both parties. Any such improvement made to the property described herein shall remain the property of the district.
13. Quiet Possession- The City, subject to performing the covenants and agreements herein, shall during the terms of the agreements, peacefully and quietly have, hold and enjoy the property listed in section two (2) of this agreement.
14. Security- As agreed herein, the District shall provide an electronic security system for Vintage Hall, which will be operated by District staff until completion of the meetings. Should a meeting extend beyond 10:30p.m., the City will be billed for custodial overtime if incurred by the district.
15. Assignment- The City shall not assign this agreement or any interest herein without prior written consent of the District. Any such assignment without such consent shall be voided.
16. Compliance With Law- At its sole cost and expense the City shall comply, and shall secure compliance by persons within its control and authority, with all requirements of State and Federal authorities now in force, or which may herein after be in force, pertaining to the premises or the operations conducted thereon, and shall faithfully observe and secure observances of all State and Federal statutes now in force, or which may herein after be in force, in the use of the premises by persons within its control and authority.
17. Assigns - Time is of the essence of each and all of the terms and provisions of this agreement, and this agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the agreement shall extend to and bind any successor(s) of the parties.
18. Waiver- The waiver by either party of any breach of any term, covenant, or conditions herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this agreement.

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19. Administration Of Agreement: Notices- Control and administration of this agreement is under the jurisdiction of the Superintendent as to District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this agreement or by law required to be given or served upon the District may be given or served by certified letter deposited in the United States mail, postage paid, and addressed to attentions: Superintendent, St. Helena Unified School District, 465 Main Street, St. Helena, CA 94574, or may be personally served upon District or any person hereafter authorized by district to receive such notice. Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by depositing in the United States mail, postage prepaid, a certified letter addresses to the City Manager, City of St. Helena, 1480 Main Street, St. Helena, CA 94574, or may be personally served upon City or any person hereafter authorized by City to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal served upon personal services, or 48 hours after mailing in the manner required herein.
20. Remedies- In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure such default within sixty (60) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within sixty (60) days after the service of written notice upon the default it the defaulting party immediately commences to cure such fault and diligently pursues such cure to completion.
21. Hold Harmless- District shall indemnify, hold harmless, and defend City, its officers, agents and employees from and against all claims. Damages, losses and expenses, including reasonable costs and attorney's fees, arising out of or resulting from District's sole negligence in the performance of this agreement. City shall indemnify, hold harmless, and defend District, its officers. Agents and employees from and against all claims. Damages. Losses and expenses, including reasonable costs and attorney's fees, arising out of or resulting from City's sole negligence in the performance of this agreement.
22. Insurance- City, at its own cost, shall maintain public liability and property damage insurance with liability limits of not less than one million dollars (\$1,000,000.) per person and three million dollars (\$3,000,000.) per occurrence insuring against all

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liability of for City, its offices, agents and employees. City shall provide a certificate of insurance to District naming District as additional insured.

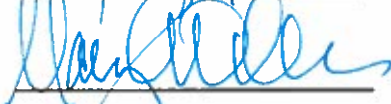
23. Legal Proceedings- The parties agree that the law of the State of California shall be used in interpreting this agreement and will govern all disputed under the agreement and will determine all rights hereunder.
24. Verbal Agreements- This agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties or inducements either expressed verbally or implied except as are fully set forth herein. This agreement cannot be enlarged, modified or changed in any respect except by written agreement between the said parties.
25. Severance- If any part of the agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force effect.
26. Amendment or Renewal- This agreement may be amended or renewed in writing by mutual consent of District and City as permitted by law.
27. Nondiscrimination- District, City and all other who from time to time may use the property described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on a account of race, color, sex, creed or national origin including, but not limited to, the providing of goods, services, facilities, advantages and the holding and obtaining of employment.
28. Loss of Use of Premises- If City is unable to use the facility for any reason beyond the parties' control including damage to the facility by fire, or other casualty, the District will provide and alternate facility of equal capacity or, should the loss of use continue for six months or longer, the City may, at its election, terminate the agreement.
29. Termination - The City at its discretion may terminate this agreement at any time with 30 days notice.

IN WITNESS WHEREOF, the agreement is executed by the St. Helena Unified School District acting by and through its Superintendent pursuant to resolution of its board of Education authorizing such execution, and by the City of St. Helena acting by and through its City Manager.

ST. HELENA UNIFIED SCHOOL DISTRICT

ST. HELENA UNIFIED SCHOOL DISTRICT
OF NAPA COUNTY, CALIFORNIA


Date: 1/20/17

By: 

Dr. Marylou Wilson
Superintendent

CITY OF ST. HELENA
A MUNICIPAL CORPORATION

Date: 1/24/17

By: 
Larry Pennell, Interim

City Manager