

TO: TOWN COUNCIL
FROM: TOWN MANAGER 
RE: CONSENT ITEM
BLUE GOOSE FACILITY USE AGREEMENT

ISSUE

The following agreement would formalize an informal understanding that now exists between the Heritage Foundation and Town concerning Town use of the Blue Goose Shed.

RECOMMENDATION

Approve agreement and authorize Mayor to sign.

CEQA

There are no CEQA issues associated with a rental agreement.

MONEY

Costs for renting the Blue Goose Shed currently run: \$400 Monday thru Thursday; \$950 Friday or Saturday; and \$700 for Sunday.

DISCUSSION

For about the last four years the Heritage Foundation and Town have had an unwritten agreement that the Town could use the Blue Goose Shed for a number of public purposes related to the government of the Town. Over time there has been more rented use of the shed as it has become a popular place to hold events. Occasionally people and groups have asked to use the Shed under Town auspices and thereby avoid paying the fees that are necessary to operate the Shed.

The following agreement formalizes the use of the shed by the Town for public purposes as originally discussed.

**AGREEMENT BETWEEN THE SOUTH PLACER HERITAGE FOUNDATION AND
THE TOWN OF LOOMIS FOR USE OF THE BLUE GOOSE FRUIT SHED**

WHEREAS, the South Placer Heritage Foundation (“Foundation”) and the Town of Loomis (“Town”) desire to make an agreement for Town use of the Blue Goose shed; and

WHEREAS, the Foundation owns the Blue Goose shed and rents, at an agreed upon rate, the land that the shed sits on from the Town; and

WHEREAS, the Town sometimes has need of a large meeting area for gatherings of citizens in furtherance of the business of Town government; and

WHEREAS, the Foundation considers it beneficial to assist the Town by providing meeting space;

NOW THEREFORE, in consideration of the mutual promises made herein, the Foundation and Town agree as follows:

- A. The Foundation will make the Blue Goose shed available for Town meeting use for up to four (4) meetings per calendar year at no charge to the Town. Meetings in excess of this amount will be charged facility rental at the Foundation’s customary rates or the Foundation can choose to waive rental charges as it may determine. Meetings not used in the course of a year will not be carried over to the following year.
- B. A meeting of the Town is defined as a noticed meeting for government purposes such as hearings, workshops and other events approved by the Town Council. The no complimentary meetings noted in section A above do not include uses by community groups, civic organizations, individuals, private or private non-profit entities, schools or other government entities.
- C. Meetings scheduled by the Town will be subject to the availability of shed meeting facilities.
- D. The Town will name the Foundation as additional insured on Town insurance when using the Blue Goose shed meeting facilities.

- E. This agreement is effective immediately on the date signed below and will continue from year to year unless otherwise terminated by either party.
- F. Either party may terminate this agreement without cause on thirty (30) days notice to the other party.
- G. This agreement may not be amended except by a writing signed by the designated officials of the Foundation and Town.

TOWN OF LOOMIS

**SOUTH PLACER HERITAGE
FOUNDATION**

Gary Liss, Mayor

Randy Elder, President

DATE: _____

DATE: _____

ATTEST:

Crickett Strock, Town Clerk

Approved as to form:

Approved as to form:

Dave Larsen, Town Attorney

_____, **Foundation Counsel**