RESOLUTION - ACTION REQUESTED 2013-245

MEETING: June 18, 2013

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Mariposa Preschool Cooperative Lease Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2013/2014, and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has authorized the Mariposa Preschool Cooperative to lease the Woodland Community Building for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

ATTACHMENTS:
Preschool Coop Lease Agt (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrator 6/18/2013

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Janet Bibby, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Stetson, Jones, Bibby, cann, Carrier
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SECONDER: Merlin Jones, District II Supervisor
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LEASE AGREEMENT

THIS AGREEMENT is entered into on the date or dates last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Mariposa Preschool Cooperative, a non-profit corporation, hereinafter referred to as "PRESCHOOL COOPERATIVE".

WITNESSETH

WHEREAS, PRESCHOOL COOPERATIVE operates a preschool center for preschool use in County of Mariposa, and

WHEREAS, PRESCHOOL COOPERATIVE is in need of facilities wherein preschool activities will be conducted, and

WHEREAS, COUNTY is the owner of Woodland Community Hall, hereinafter referred to as "PREMISES", and

WHEREAS, COUNTY has determined that the preschool program is in the public's interest and a benefit to the public by having such a program available,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

1. COUNTY hereby leases to PRESCHOOL COOPERATIVE and PRESCHOOL COOPERATIVE hereby leases from COUNTY the PREMISES for the 2013-2014 school year, which commences in August of 2013 and concludes in June of 2014.

2. This LEASE shall begin July 1, 2013 and shall terminate June 30, 2014. Either PARTY hereto may cancel this AGREEMENT upon fourteen (14) days notice in writing.

3. PRESCHOOL COOPERATIVE shall pay COUNTY the sum of ONE HUNDRED FIFTY DOLLAR ($150.00) per month. This sum includes routine water testing and shall be payable on the 28th of each month.

4. PRESCHOOL COOPERATIVE hereby warrants that it is a legally licensed preschool operation, licensed by the State of California.

5. This AGREEMENT shall permit PRESCHOOL COOPERATIVE the use of the PREMISES, Tuesday, Wednesday, and Thursday of each week during the term hereof, from 6:00 a.m. to 12:00 p.m. Days of operation will be within the Public School calendar with all holidays and vacations observed.

6. During the usage period allowed herein, during the term of this AGREEMENT, PRESCHOOL COOPERATIVE shall have the full use of all of the facilities of the PREMISES.

7. PRESCHOOL shall be responsible for cleaning the PREMISES and
removal and storage of all equipment, furnishings, and supplies of PRESCHOOL COOPERATIVE when the PREMISES is scheduled for use by other members of the public or the COUNTY during times when PRESCHOOL COOPERATIVE is not using PREMISES pursuant to this LEASE AGREEMENT.

8. PRESCHOOL COOPERATIVE shall be responsible for keeping PREMISES in neat and clean order during its use thereof. COUNTY will be responsible for cleaning the PREMISES after any public use and prior to the next use by PRESCHOOL COOPERATIVE.

9. PRESCHOOL COOPERATIVE shall carry liability insurance naming COUNTY as an additional insured in the minimum amount of ONE MILLION DOLLARS ($1,000,000.00), without a deductible requirement, in the event of injury to any person as a result of the use of the PREMISES by PRESCHOOL COOPERATIVE.

10. INDEMNITY: PRESCHOOL COOPERATIVE agrees to indemnify, protect, defend and hold COUNTY, its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including, but not limited to, all costs of defense thereof, caused by, arising out of, or in any way related to PRESCHOOL COOPERATIVE’S use or the use of any guests, invitees or agents of PRESCHOOL COOPERATIVE of the Leased Premises. Upon demand PRESCHOOL COOPERATIVE shall, at its own expense, defend COUNTY, and its officers, agents and employees, against any and all such liabilities, actions, losses, damages and costs, claims, demands, actions, losses, damages, and costs of any type or nature. In addition, PRESCHOOL COOPERATIVE shall comply with state insurance requirements.

11. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

COUNTY OF MARIPOSA:

LEE STETSON, Chair
Mariposa County Board of Supervisors
Date: 6-18-13

MARIPOSA PRESCHOOL COOPERATIVE:

Rachel G. Carr, President
Date: 5/28/2013

ATTEST:

Rene La Roche
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel