

DEPARTMENT: Board

BY: John McCamman

PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No X)

Adopt this resolution authorizing Chairman to sign Lease Agreement with Mariposa County Unified School District for day center activities for school age children at Woodland Community Hall for FY 1991-92.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This action renews a previously approved use of the facilities.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- 1) Approve.
- 2) Do not approve and provide alternative direction.

COSTS: (X) Not Applicable
 A. Budgeted current FY \$ _____
 B. Total anticipated costs \$ _____
 C. Required Add'l funding \$ _____
 D. Source: _____

SOURCE: () 4/5ths Vote Required
 A. Internal transfers \$ _____
 B. Unanticipated revenues \$ _____
 C. Reserve for contingency \$ _____
 D. Description: _____
 Balance in Reserve for Contingencies,
 if approved: \$ _____

CLERK'S USE ONLY:
 Res. No.: 91-315
 Ord. No.: _____
 Vote - Ayes: 5 Noes: _____
 Absent: _____ Abstained: _____
 () Approved () Denied
 () Minute Order Attached

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
ATTEST: MARGIE WILLIAMS
 Clerk of the Board of Supervisors
 County of Mariposa, State of CA
 By: _____
 Deputy

SPECIAL INSTRUCTIONS:
 List the attachments and number the pages consecutively:

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
 This item on agenda as:
 Recommended
 Not Recommended
 For Policy Determination
 Submitted with Comment
 Returned for Further Action

Comment: _____

 A.O. Initials: John / by me

original lease agreement sent to MCHSD for Dept. initials 7-24-91/ah

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 the Mariposa County Unified School District, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, DISTRICT desires to operate an after school day center for school age children in COUNTY, and

WHEREAS, DISTRICT is in need of facilities wherein the day center 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 day center program is in the public interest,

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

1. COUNTY hereby leases to DISTRICT, and DISTRICT hereby leases from COUNTY, the PREMISES.

2. This LEASE shall be valid beginning ~~August~~ ^{July} 1, 1991 and shall terminate June 30, 1992. Either PARTY hereto may cancel this AGREEMENT upon fourteen (14) days notice in writing.

3. DISTRICT shall pay to COUNTY upon execution of this AGREEMENT the sum of ONE DOLLAR (\$1.00) for the entire term hereof, together with utilities in the sum of EIGHTY-FIVE DOLLARS (\$85.00) per month.

4. DISTRICT hereby warrants that it is a legally licensed school day center operation, licensed by the State of California.

5. This AGREEMENT shall permit DISTRICT the use of the PREMISES, Monday through Friday of each week during the term hereof, for twelve (12) hours per day, i.e. 6:00 a.m. to 6:00 p.m. Days of operation will be within the Public School calendar with all holidays and vacations observed. Notwithstanding anything to the contrary contained herein the DISTRICT shall not have access or use of the PREMISES for the days of November 4th, 5th, and 6th. COUNTY shall have the right to the exclusive use of the PREMISES for the days of November 4th, 5th, and 6th to

use the PREMISES as an election polling place.

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

7. DISTRICT shall be responsible for cleaning the PREMISES of all equipment, furnishings, and supplies of DISTRICT upon notification by the public during times wherein DISTRICT is not using PREMISES pursuant to this LEASE AGREEMENT.

8. DISTRICT shall be responsible for keeping the 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 DISTRICT.

9. DISTRICT shall either carry liability insurance naming COUNTY as an additional insured in the amount of a minimum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), without a deductible requirement, in the event of injury to any person as the result of the use of the PREMISES by DISTRICT or be self-insured. Upon execution of this AGREEMENT, DISTRICT shall provide to COUNTY proof of insurance.

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

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT:

By: *Jim B. Hill*

Title: Superintendent

Date: June 18, 1991

COUNTY OF MARIPOSA:

George P. Radanovich
~~ARTHUR G. BAGGETT, JR.,~~ Chairman

Board of Supervisors

Date: 7-2-91

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

for *Anne Blackwell*, Deputy *Michelle*
MARGIE WILLIAMS Clerk of the Board Board

Jeffrey G. Green
JEFFREY G. GREEN
County Counsel

Mariposa County Board of Supervisors



JOHN W. McCAMMAN
Administrative Officer

MARGIE WILLIAMS
Clerk of the Board

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(209) 966-3222

DISTRICT 1 ARTHUR G. BAGGETT, JR.
DISTRICT 2 SALLY S. PUNTE
DISTRICT 3 ERIC J. ERICKSON
DISTRICT 4 GEORGE P. RADANOVICH
DISTRICT 5 GERTRUDE R. TABER

MARIPOSA COUNTY BOARD OF SUPERVISORS

MEMORANDUM

TO: Val Fall, Secretary to the Superintendent
FROM: Margie Williams, Clerk of the Board
RE: Superintendent's Initials on Lease Agreement

Date: July 24, 1991

Please have Superintendent Hill initial the change on the attached lease agreement, and return the original to our office.

Thank you.

cc File