

MARIPOSA COUNTY  
BOARD OF SUPERVISORS

AGENDA  
ACTION FORM

DATE: October 15, 1991  
AGENDA ITEM NO. RA 7

DEPT.: COUNTY COUNSEL

BY: JEFFREY G. GREEN

PHONE: 966-3625

**RECOMMENDED ACTION AND JUSTIFICATION:** (Policy Item: Yes  No   
Pass and adopt this Resolution authorizing Chairman to sign Lease Agreement with Mariposa Pre-School Cooperative for the use of Woodland Community Hall. The term of this Lease will be for the school year beginning September 1, 1991 and terminating May 31, 1992. The Pre-School Cooperative will use Woodland Community Hall on Tuesday and Thursday only, six hours per day.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**  
The Board has entered into similar Agreements with this Pre-school Cooperative group for approximately the last ten years, however, the previous facility used was the Darrah Community Hall.

**LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**  
Mariposa Pre-school Cooperative would have to locate an alternate facility. The program may not be available to students.

**COST:** (x) Not Applicable  
A. Budgeted current FY \$ \_\_\_\_\_  
B. Total anticipated costs \$ \_\_\_\_\_  
C. Required add'l funding \$ \_\_\_\_\_  
D. Source: \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**  
List the attachments and number the pages consecutively:  
Lease Agreement (2 originals)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:**  
Resolution No. 91-484  
Ordinance No. \_\_\_\_\_  
Vote: Ayes: 5 Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_  
 Approved ( ) Denied  
( ) Minute Order Attached

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

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 Calif.  
By: \_\_\_\_\_  
Deputy

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
A.O. Initials: [Signature]

*agreement*

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By: \_\_\_\_\_  
Deputy

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
A.O. Initials: [Signature]

MARIPOSA COUNTY BOARD OF SUPERVISORS

MEMORANDUM

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TO: JEFFREY G. GREEN, COUNTY COUNSEL  
FROM: ANNE BLACKWELL, <sup>at</sup> DEPUTY CLERK OF THE BOARD  
RE: LEASE AGREEMENT WITH MARIPOSA PRE-SCHOOL  
COOPERATIVE FOR THE USE OF WOODLAND COMMUNITY  
HALL

---

Date: October 15, 1991

Attached please find two original copies of the lease agreement with Mariposa Pre-School Cooperative for the use of Woodland Community Hall.

Please have them signed and return an original copy to our office for our files.

Thank you.

cc File

Attachment

*10/16 Anne  
This is fully  
signed + Jackie  
has an orig.  
for Pre-School.  
mur*

MARIPOSA COUNTY BOARD OF SUPERVISORS

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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 Pre-School Cooperative, a Non-Profit California Corporation, hereinafter referred to as "PRE-SCHOOL COOPERATIVE".

### WITNESSETH:

WHEREAS, PRE-SCHOOL COOPERATIVE operates a pre-school center for pre-school use in COUNTY, and

WHEREAS, PRE-SCHOOL COOPERATIVE is in need of facilities wherein the pre-school activities will be conducted, and

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

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

1. COUNTY hereby leases to PRE-SCHOOL COOPERATIVE, and PRE-SCHOOL COOPERATIVE hereby leases from COUNTY, the PREMISES for the 1991/92 school year.

2. This LEASE shall be valid beginning September 1, 1991 and shall terminate May 31, 1992.

3. PRE-SCHOOL COOPERATIVE shall pay to COUNTY for the term of this AGREEMENT the sum of ONE DOLLAR (\$1.00).

4. PRE-SCHOOL COOPERATIVE hereby warrants that it is a legally licensed pre-school operation, licensed by the State of California. PRE-SCHOOL COOPERATIVE shall, upon execution of this LEASE AGREEMENT, provide COUNTY with proof of licensing.

5. This AGREEMENT shall permit PRE-SCHOOL COOPERATIVE the use of PREMISES, Tuesday and Thursday of each week during the term hereof, for six (6) hours per day, i.e. 6:00 a.m. to 12 noon. Days of operation will be within the Public School calendar with all holidays and vacations observed. Notwithstanding anything to the contrary contained herein the PRE-SCHOOL COOPERATIVE 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, PRE-SCHOOL COOPERATIVE shall have the full use of all of the facilities of PREMISES.

7. PRE-SCHOOL COOPERATIVE shall be responsible for cleaning PREMISES of all equipment, furnishings, and supplies of PRE-SCHOOL COOPERATIVE after each use.

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

9. PRE-SCHOOL COOPERATIVE shall 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 PREMISES by PRE-SCHOOL COOPERATIVE. Upon execution of this AGREEMENT, PRE-SCHOOL COOPERATIVE shall provide to COUNTY proof of insurance.

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

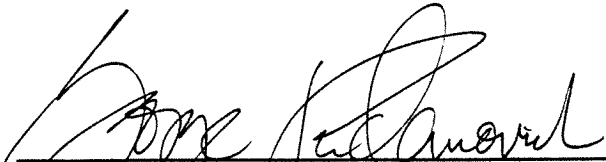
MARIPOSA PRE-SCHOOL COOPERATIVE  
A Non-Profit California Corporation:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

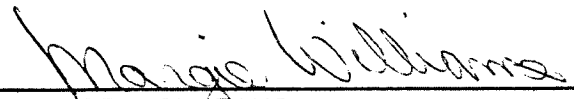
COUNTY OF MARIPOSA:

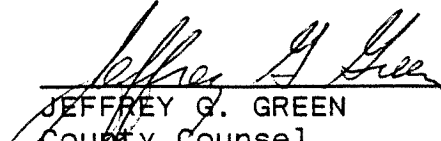
  
\_\_\_\_\_  
GEORGE P. RADANOVICH, CHAIRMAN  
Board of Supervisors

Date: 10-15-91

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
MARGIE WILLIAMS  
Clerk of the Board

  
\_\_\_\_\_  
JEFFREY G. GREEN  
County Counsel