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MARIPOSA COUNTY RESOLUTION NO. 82-168

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:

Agreement with Central Sierra Elderly Assistance Inc., for use of the Masonic Hall for the Nutrition Site Project

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 17th day of August 1982, by the following vote:

AYES: Barrick, Taber, Dalton, Erickson, Moffitt
NOES: None
ABSENT: None
ABSTAINED: None

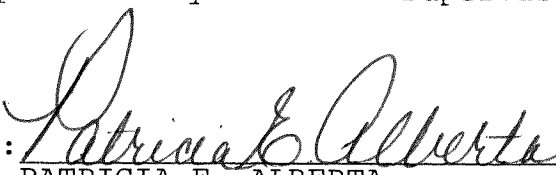


WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

BY: 

PATRICIA E. ALBERTA
Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



RICHARD K. DENHALTER,
County Counsel

AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND
CENTRAL SIERRA ELDERLY ASSISTANCE, INC.

1 This agreement is made and executed this 17th day of August
2 1982, by and between the COUNTY OF MARIPOSA, a political
3 subdivision of the State of California, hereinafter called the
4 COUNTY, and CENTRAL SIERRA ELDERLY ASSISTANCE, INC., a provider
5 of elderly nutrition services in Mariposa County, hereinafter
6 called the PROJECT.

7
8 WITNESSETH: That: for and in consideration of the performance
9 of the covenants contained herein on the part of the PROJECT in
10 the manner hereinafter stated, the COUNTY does hereby allow, upon
11 the terms and conditions hereinafter set forth, the use of the
12 lower floor of the Masonic Hall situated on the north side of
13 Sixth Street and between Charles Street and Bullion Street, in the
14 town of Mariposa, County of Mariposa, State of California.

15
16 The term of this agreement shall be from July 1, 1982 through June
17 1, 1983. Total rent shall be no charge.

18
19 Further, it is mutually agreed as follows:

- 20 1. If default shall be made in any of the conditions herein
21 contained, this agreement shall be null and void.
- 22 2. The PROJECT shall not let or sub-let the whole or any
23 part of said premises, nor allow any person, persons, or
24 corporation to occupy the same or any part thereof, with-
25 out the written consent of the COUNTY.
- 26 3. The PROJECT shall personally occupy said premises and
27 shall keep the same in good repair, damage by the elements
28 and/or by other users excepted.
- 29 4. The PROJECT shall not use said premises for any purpose
30 which will cause the COUNTY to pay any additional or added
31 expense, without obtaining prior written consent of the
32 COUNTY.

- 1 5. All governmental laws and ordinances shall be complied with
2 by the PROJECT, including but not limited to requirements
3 of the Mariposa County Department of Public Health.
- 4 6. The waiver, by the COUNTY, of any condition herein con-
5 tained shall not vitiate the same or any other conditions
6 contained herein; and the terms and conditions contained
7 herein are to apply to and bind the heirs, successors,
8 and assigns of each of the parties hereto.
- 9 7. The PROJECT agrees to pay during the term hereof, all
10 charges against said premises for garbage disposal ser-
11 vices related to the PROJECT.
- 12 8. The PROJECT shall use the premises for meal preparation
13 for congregate and home delivered meals for the elderly,
14 for congregate site feeding, for related supporting ser-
15 vices to the elderly, and for no other purpose except upon
16 the written consent of the COUNTY.
- 17 9. The use of the premises described herein shall be limited
18 to Monday through Friday of each week, between the hours
19 of 8:00 a.m. and 2:00 p.m.
- 20 10. The PROJECT may use the kitchen and dining room equipment
21 provided by the COUNTY in the area specified herein, and
22 the PROJECT is responsible for any damage other than
23 normal wear and tear.
- 24 11. The 2-compartment stainless steel sink, provided by the
25 PROJECT and located in the kitchen area of said premises,
26 shall be available to all users of the premises. The
27 COUNTY is responsible for any damage, except normal wear
28 and tear, caused by said users.
- 29 12. The Jackson chemical dishwasher, provided by the PROJECT
30 and located in the kitchen area of said premises, shall be
31 restricted to use by the PROJECT only, except upon written
32 consent by the PROJECT.

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- 13. The Hall shall be returned to its original condition in the event changes are made or equipment removed if necessary.
- 14. The COUNTY shall not remove any of the equipment provided with said permits except upon 60 days written notice to the PROJECT unless said equipment has ceased to function.
- 15. The PROJECT shall have the responsibility for cleanliness and sanitation of said permits, except that other users will be responsible for leaving said permits in a clean and sanitary condition after their use of said permits.
- 16. The PROJECT shall pay a prorated share of utility costs based upon PROJECT utility usage.

COUNTY: COUNTY OF MARIPOSA PROJECT: CENTRAL SIERRA ELDERLY ASSISTANCE, INC.

By: *William Moffitt*
William Moffitt, Chairman
Mariposa County Board of
Supervisors

By: _____
Nathelle Fisher, President
Central Sierra Elderly
Assistance, Inc.