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MARIPOSA COUNTY RESOLUTION NO. 81-73

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:


Lease Agreement between Mariposa County, Wain Johnson, Farm Advisor and University of California Cooperative Extension Service (attached as Exhibit A)
PASSED AND ADOPTED by the Mariposa County Board of

Supervisors this 7th day of April 1981, by the following vote:


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


WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:


ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


RICHARD K. DENHALTER, 4/8/81
County Counsel


Attachment to Lease Agreement 81-4
MARIPOSA COUNTY BOARD OF SUPERVISORS and
WAIN JOHNSON AS FARM/4-H ADVISOR,
UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

APPLICANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE 35-A DISTRICT AGRICULTURAL ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSS OR EXPENSE, (INCLUDING COSTS AND ATTORNEY'S FEES) BY REASON OF LIABILITY IMPOSED BY LAW UPON THE 35-A DISTRICT AGRICULTURAL ASSOCIATION FOR DAMAGES DUE TO BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM SUSTAINED BY ANY PERSON OR PERSONS AND/OR DAMAGES TO PROPERTY, INCLUDING LOSS OF USE THEREOF ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, PROVIDING SUCH INJURY TO PERSONS OR DAMAGE TO PROPERTY IS DUE OR CLAIMED TO BE DUE TO THE NEGLIGENCE OF APPLICANT, ITS OFFICERS, EMPLOYEES OR AGENTS.

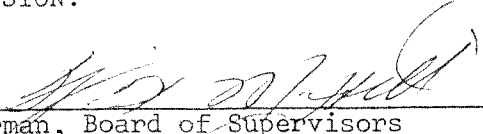
APPLICANT: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

35-A DISTRICT AGRICULTURAL ASSN.

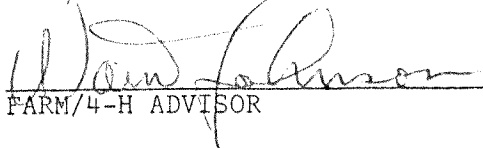
MARIPOSA COUNTY BOARD OF SUPERVISORS
and WAIN JOHNSON AS FARM/4-H ADVISOR,
UNIVERSITY OF CALIFORNIA COOPERATIVE
EXTENSION.



Mary A. Kingsley
Secretary-Manager



Chairman, Board of Supervisors



Wain Johnson
FARM/4-H ADVISOR

ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPPLICATE (Yellow)—To Department of Finance

AGREEMENT No. 81-4

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 17th day of March, 19 81,

at MARIPOSA, California, by and between the 35-A Mariposa County Board of District Agricultural Association, a State institution, hereinafter called the LESSOR, and Supervisors & Wain Johnson As Farm/4-H Advisor, University of California Cooperative Extension of Mariposa County, hereinafter called the LESSEE:

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of MARIPOSA, County of MARIPOSA, State of California, described as:

Room #3 in the Administration Building, space in room #1 for his secretary and supportive equipment, space in room #2 for equipment and storage of supplies, occasional meetings in room #4, plus barn area, Building A and Red Barn for Spring Show.

Occasional meetings as needed subject to prior approval by the Secretary-Manager of the Association.

for the term of one year commencing on the 1st day of July

1981, and ending on the 30th day of June, 19 82, with the right of termination

as hereinafter set forth, at the total rental of \$1,200.00, payable to the LESSOR

in lawful money of the United States, ~~in monthly installments of \$1,000.00~~, in advance, on the 7/1/81

~~day of each month~~ ~~for the first and last month's rental under this lease~~

All rental payments shall be delivered to the

office of the 35-A District Agricultural Association at Mariposa

, California, on or before the 7/1/81 ~~day of each month~~

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for

DAMAGES DONE TO THE PROPERTY, IF ANY.

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only.

UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. BOX 246, Mariposa CA 95338

and to the LESSOR at P.O. BOX 187, 5007 Fairgrounds Drive, Mariposa CA 95338

the address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

~~"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expense of such repairs from the rent of the lease, or the lessor may enter the premises in which case he shall be discharged from further payment of rent, or performance of other conditions."~~

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex, age, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used on the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease. Prior to the execution of this agreement the attached sheet was incorporated and made part of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

35-A DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

MARIPOSA COUNTY BOARD OF SUPERVISORS AND
WAIN JOHNSON, FARM/4-H ADVISOR, UNIVERSITY
LESSEE

By Mary A. Kingsley
Mary A. Kingsley
Secretary-Manager
TITLE

By [Signature]
Chairman, Board of Supervisors
TITLE

By _____
TITLE

[Signature]
Wain Johnson, Farm/4-H Advisor

"Lessee recognizes & understands that this lease may create a possessory interest subject to the payment of property taxes levied on such interest."

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
 2. Department of Finance approval is required on all three copies if the period is for longer than one month.
 3. Submit all three copies of the lease agreement if Department of Finance approval is required. Submit only the triplicate yellow copy if Department of Finance approval is not required.
 4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.
- * See Labor Code Sections 1411-1432.5 for further details