



# MARIPOSA COUNTY

County Counsel • (209) 966-3222



## 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

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### 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:

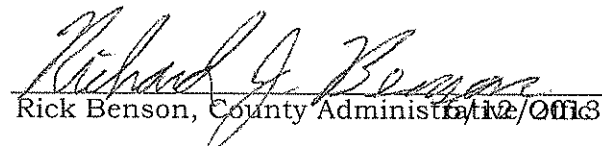
None

### ATTACHMENTS:

Preschool Coop Lease Agt (PDF)

### CAO RECOMMENDATION

Requested Action Recommended

  
Rick Benson, County Administrator

**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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Rick Benson, County Administrator 6/12/2013

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**MOVER:** Janet Bibby, District III Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Stetson, Jones, Bibby, Cann, Carrier

**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 28<sup>th</sup> 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.

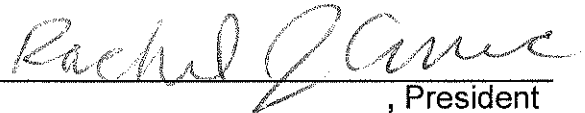
**COUNTY OF MARIPOSA:**

**MARIPOSA PRESCHOOL COOPERATIVE:**



\_\_\_\_\_  
**LEE STETSON**, Chair  
Mariposa County Board of Supervisors

Date: 6-18-13



\_\_\_\_\_  
, President

Date: 5/20/2013

**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
**RENE LAROCHE**  
Clerk of the Board



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**STEVEN W. DAHLEM**  
County Counsel