

DEPARTMENT: County Counsel

BY: Jeffrey G. Green

PHONE: 966-3625

RECOMMENDED ACTION AND JUSTIFICATION:

Pass and adopt this resolution authorizing the Chairman to sign the Lease Agreement with Greeley Hill Community Club, attached hereto as Exhibit "A", for the Greeley Hill Senior Nutrition Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has had similar Agreements with the Greeley Hill Community Club in past years.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Greeley Hill Community Club would not be reimbursed for senior services.

COSTS: () 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:
Exhibit "A"

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.: 90-68
Ord. 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 CA
By: _____
Deputy

Comment: _____

A.O. Initials: 

LEASE AGREEMENT

THIS AGREEMENT is entered into on the date or dates last below written by and between the County of Mariposa, hereinafter referred to as "COUNTY", and the Greeley Hill Community Club, said Club being a Non-profit Corporation of the State of California, hereinafter referred to merely as the "COMMUNITY CLUB".

WITNESSETH :

WHEREAS, COUNTY conducts a Senior Nutrition Program hereinafter referred to as "PROGRAM" at the Greeley Hill Community Club, and

WHEREAS, the leased premises shall consist of a portion of the property commonly known as the *Greeley Hill Community Club, Senior Citizens Annex* located on Fiske Road in Greeley Hill, hereinafter referred to as "PREMISES", and

WHEREAS, COUNTY desires to compensate COMMUNITY CLUB for the use of the PREMISES for its PROGRAM;

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

1. COUNTY shall pay to COMMUNITY CLUB the sum of Four Hundred Twenty-four Dollars (\$424.00) per month for the month of July 1989, and the sum of Four ^{Hundred} Sixteen Dollars (\$416.00) per month for each month beginning with the month of August 1989 through and including the month of June 1990, as consideration for use of PREMISES for its PROGRAM.

2. COUNTY shall have the right to use the PREMISES for five (5) hours per day Monday through Friday, including holidays, during the term of this AGREEMENT.

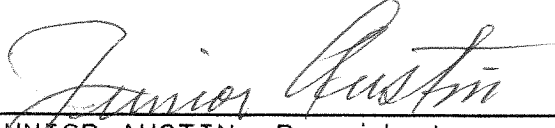
3. It is expressly agreed by and between the PARTIES hereto that the rental payment as above-described includes utilities, save and except the use of the telephone of COMMUNITY CLUB.

4. COMMUNITY CLUB shall be responsible for all maintenance and repair of the PREMISES.

EXHIBIT A

5. COUNTY shall not assign its interest hereunder without the prior written consent of COMMUNITY CLUB.

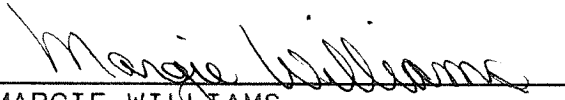
GREELEY HILL COMMUNITY CLUB,
a Non-profit Corporation of
the State of California.



JUNIOR AUSTIN, President

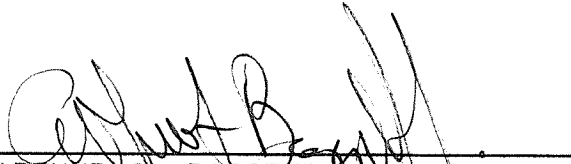
Date: 2-26-90

ATTEST:



MARGIE WILLIAMS
Clerk of the Board


COUNTY OF MARIPOSA:



ARTHUR G. BAGGETT, JR.,
Chairman, Mariposa County
Board of Supervisors

Date: 2-6-90

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



JEFFREY G. GREEN
County Counsel