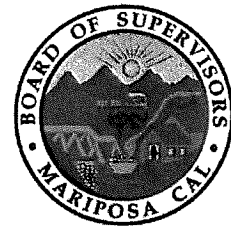




MARIPOSA COUNTY

Sheriff's Office · (209) 966-3615



RESOLUTION - ACTION REQUESTED 2016-164

MEETING: April 12, 2016
TO: The Board of Supervisors
FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator
RE: 2016-2017 Animal Control Lease Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a lease agreement between William Freeman and the County of Mariposa for the property located at 5012 Fairgrounds Drive for use as an animal control facility, and Authorize the Board of Supervisors Chair to Sign the Agreement.

On December 1, 2001, William Freeman and the County of Mariposa entered into a lease agreement for the property located at 5012 Fairgrounds Drive, Mariposa, California. The property leased has been used by Mariposa County Animal Control to house abandoned, lost and owner released animals. The current lease agreement for the property will expire on June 30, 2016.

The annual increase of 3% that will go into effect on January 1, 2017, will result in an increase of \$406.68 over the cost of the previous lease agreement and will be included in the Requested Fiscal Year 2016/2017 Budget for the Sheriff's Department.

The lease agreement is for one (1) year and would be in place from July 1, 2016 through June 30, 2017.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has annually approved this Lease Agreement since December 2001.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the lease agreement is not authorized the Mariposa County Animal Control Facility will need to be relocated to new site by June 30, 2016.

FINANCIAL IMPACT:

The 3% increase in the lease amount of \$406.68 for six months will be included in the Fiscal Year 2016-2017 requested budge for the Sheriff's Department.

ATTACHMENTS:

Resolution - Action Requested 2016-164

2016-2017 ACO Lease Agreement (DOC)
Exhibit A (2)(DOC)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 4/7/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2016, by and between William A. Freeman, hereinafter called **LESSOR**, and the **COUNTY OF MARIPOSA**, hereinafter called **LESSEE**.

WITNESSETH

WHEREAS, the **LESSOR** owns real property commonly known as 5012 Fairgrounds Drive, Mariposa, California 95338 and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES**: The leased **PREMISES** is the real property located in the County of Mariposa as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2. **CONSIDERATION/TERM**: For and in consideration of the sum of Two Thousand Two Hundred Fifty Nine Dollars and 03/100 (\$2259.03) per month for the months of July through December 2016 and for the sum of Two Thousand Three Hundred Twenty Six Dollars and 81/100 (\$2326.81) for the months of January through June 30, 2017, **LESSOR** agrees to lease the real property described above. This Lease shall commence on the 1st day of July 2016, and shall continue for one year, renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a County Impound Facility for unwanted/stray domestic pets from Mariposa County and serve as the Office for Mariposa County Sheriff's, Animal Control Staff.

4. **REGULATIONS:** The use of the leased **PREMISES** by **LESSEE** shall at all times be subject to all federal and state laws and ordinances of the County of Mariposa. **LESSOR** warrants that the **PREMISES** is at the time of this Lease in compliance with all laws and ordinances.

5. **COMPLIANCE WITH LAW:** As required by California Civil Code section 1938, Lessor represents that premises **have not** undergone inspection by a Certified Access Specialist (CASp),

6. **VOLUNTARY ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **INVOLUNTARY ASSIGNMENT:** **LESSEE** agrees that, except as expressly provided herein, neither this Lease or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld. **LESSEE** may use the **PREMISES** for other similar County activities if the use in paragraph 3 is no longer needed.

8. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **LESSEE** may

maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

9. **MAINTENANCE AND REPAIR:** **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements, doors and windows, heating and air conditioner. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to roof, foundation, exterior walls, sewer lines and common areas. Plumbing and sewer problems or glass breakage attributed to misuse of same by **LESSEE** shall be the responsibility of the **LESSEE**. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

10. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

12. INDEMNITY: LESSEE agrees to indemnify, protect, defend and hold LESSOR and 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 or arising out of LESSEE'S use or the use of any guests, invitees or agents of LESSEE of the leased PREMISES. Upon demand LESSEE shall, at its own expense, defend LESSOR, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of LESSEE.

LESSOR shall indemnify, protect, defend, and hold LESSEE and 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 or arising out of, or in any way related to LESSOR'S obligations to maintain and repair the PREMISES, or any negligence of LESSOR, or any structural or other defects of the PREMISES.

13. INSURANCE: LESSEE will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased PREMISES and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance:** LESSEE shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars (\$1,000,000) combined limit for bodily injury and property damage.

14. CHANGE OF ADDRESS: It shall be LESSOR'S responsibility to inform LESSEE of any change of address.

15. INSPECTION: LESSOR shall be permitted to enter and view the PREMISES at any reasonable time for the purpose of inspecting or maintaining such PREMISES and doing any and all things with reference thereto which the LESSOR is obligated to do.

16. TERMINATION PRIOR TO EXPIRATION:

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

17. BREACH: In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

18. PARTNERSHIP DISCLAIMER: It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

19. NOTICES: Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to the County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to **LESSOR** at: William A. Freeman, 624 Shadowhawk Way, Walnut Creek, CA 94595.

20. **NON-WAIVER**: Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

21. **SUCCESSOR**: This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.


IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:


William A. Freeman

Date: 4-5-16

LESSEE:


John Carrier, Chairman
Mariposa County Board of Supervisors

Date: April 14, 2016

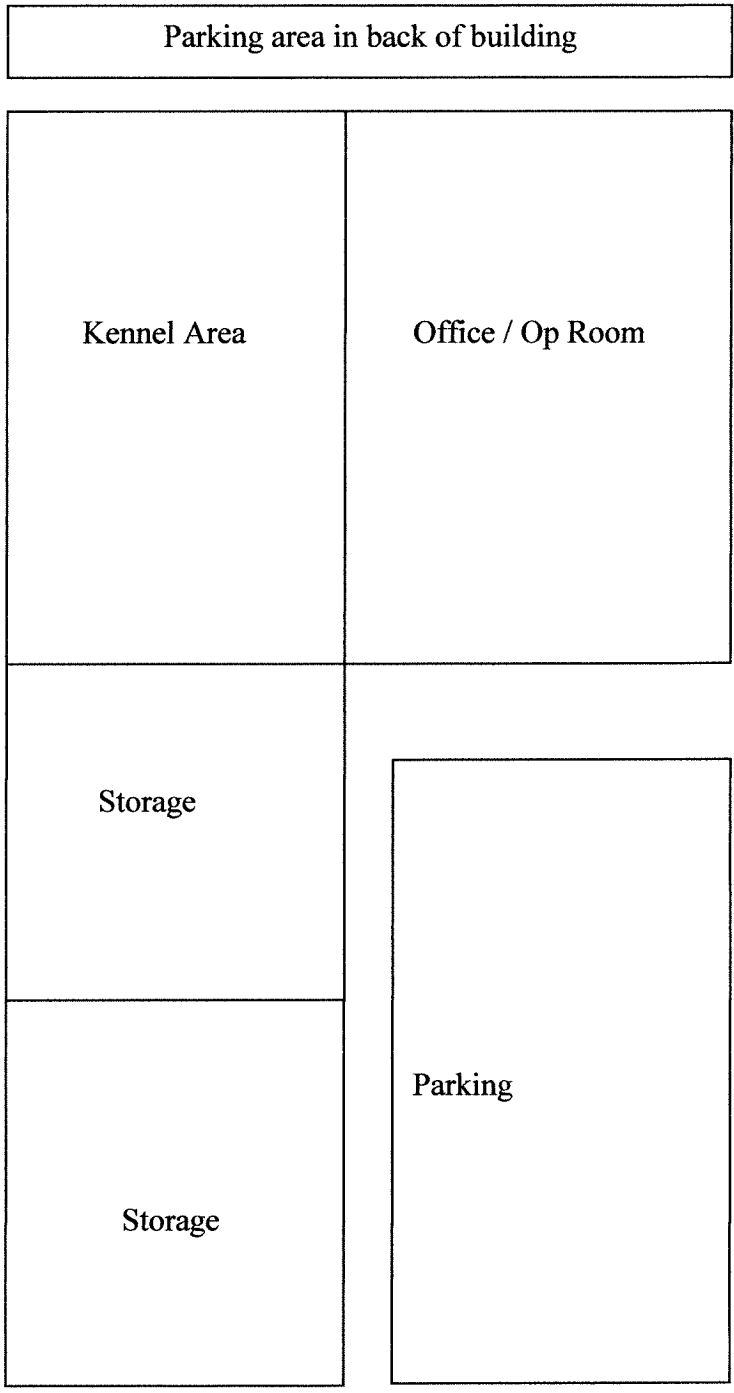
ATTEST:


RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:


STEVEN W. DAHLEM
County Counsel

Exhibit "A"
5012 Fairgrounds Drive



Not to scale

Structure and parking areas equal approximately 3200 sq.ft.
Storage is used for records and surplus equipment