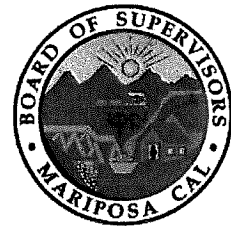




MARIPOSA COUNTY

Victim Witness - 209 966 3626



RESOLUTION - ACTION REQUESTED 2016-323

MEETING: June 21, 2016

TO: The Board of Supervisors

FROM: Thomas Cooke, District Attorney

RE: Approve Lease Agreement for Victim Witness

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement for Office Space for the District Attorney's Victim Witness Program and Space to Conduct Child Abuse Forensic Interviews; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Lease Agreement would be in effect from July 1, 2016, through June 30, 2017. There are no substantial changes from the previous 12 month Lease Agreement, rent will remain at \$425 per month and will be paid through the Victim Witness Grant Programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Since June of 2000, the Board has approved the yearly Lease Agreement for office space for the District Attorney's Victim Witness Program and the Child Abuse Forensic Interview Room.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses not to approve the Lease Agreement it would cause the loss of office space for the Victim Witness Program of the District Attorney's Office and the space used to conduct Child Abuse Forensic Interviews.

FINANCIAL IMPACT:

Funds are available within the District Attorney's Victim Witness Program Grants, which are fully funded with State and Federal Grant Funds. No General Fund dollars will be used.

ATTACHMENTS:

2016-2017 Lease Agreement (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodsqr, CAO 6/15/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III 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 **MARC AND TRACY LINGENFELTER**, hereinafter called **LESSOR**, and the **COUNTY OF MARIPOSA**, hereinafter called **LESSEE**.

WITNESSETH

WHEREAS, the **LESSOR** owns real property commonly known as 5080 Jones Street, Mariposa, California 95338; 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 commonly known as 5080 Jones Street, Mariposa, California 95338.
2. **CONSIDERATION/TERM**: For and in consideration of four hundred twenty-five dollars (\$425.00) per month **LESSOR** agrees to lease the real property described above. This Lease shall commence on the 1st day of July 2016, and shall continue for 12 months, 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 an office space for use by the Mariposa County District Attorney's Victim Witness Program and Child Forensic Interview Center.
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. **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 heat, air conditioning, water, and sewer. 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.

11. **POSSESSORY INTEREST:** **LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

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, Post Office Box 784, Mariposa, California 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to **LESSOR** at 4916 Ashworth Road, Mariposa, California 95338.

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:


MARC LINGENFELTER 6/9/16
Date

LESSEE:


John Carrier, Chairman 6-21-16
Date
Mariposa County Board of Supervisors


TRACY LINGENFELTER 6/8/16
Date

ATTEST:


RENE LAROCHE 6-21-16
Date
Clerk of the Board

APPROVED AS TO FORM:


STEVEN W. DAHLEM 6-21-16
Date
County Counsel