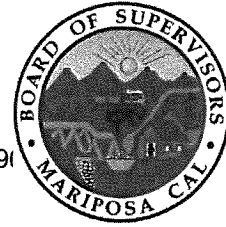




MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 991-1111



RESOLUTION - ACTION REQUESTED 2019-451

MEETING: August 6, 2019
TO: The Board of Supervisors
FROM: Chevon Kothari, Health and Human Services Director
RE: Sub-Lease Agreement - Alliance for Community Transformations

RECOMMENDATION AND JUSTIFICATION: Approve a Sub-Lease Agreement between the County of Mariposa (Sub-Lessee) and Alliance for Community Transformations (Lessee) for a portion of property located at 5174 Hwy 140, Mariposa, CA; and authorize the Board of Supervisors to Sign the Sub-Lease Agreement.

Sub-Lessee will use an estimated 1,000 square feet of property to conduct State required Driving Under the Influence (DUI) courses. The term of the proposed sub-lease agreement will be July 1, 2019 through June 30, 2020 at an annual cost not to exceed \$11,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the existing agreement on October 9, 2018, through Resolution No. 2018-486.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The County of Mariposa's ability to perform state required DUI courses would be greatly hindered.

FINANCIAL IMPACT:

The program costs are generally offset by participant fees, and there is sufficient funding for this lease in the Health and Human Services budget for Fiscal Year 2019-2020 for small incidental costs, if any. There is no impact to the General Fund.

ATTACHMENTS:

Alliance - Lease Agreement 2020v3 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey

EXCUSED: Merlin Jones

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2019, by and between Alliance for Community Transformations, hereinafter referred to as **SUBLESSOR**, and the County of Mariposa, hereinafter referred to as **SUB LESSEE**.

WITNESSETH

WHEREAS, SUBLESSOR leases the property located in the County of Mariposa commonly known as 5174 Hwy 140 Mariposa, California; and

WHEREAS, the parties wish to provide for the sub-leasing of said property by the **SUBLESSOR** to the **SUB LESSEE**;

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

1. **PREMISES:** The leased **PREMISES** is a portion of the real property located in the County of Mariposa commonly known as 5174 Hwy 140, Mariposa, California. The portion consists of the lower level section of the two story building and includes kitchen, bathroom, and reception area. Overall measurement is estimated at 1,000 square feet.
2. **CONSIDERATION:** For and in consideration of Five Hundred Seventy Three Dollars (\$573) per month. **SUB LESSEE** will also pay 2/5th cost of both utilities (electric and propane gas) and 1/5th cost of trash service per month. **SUBLESSOR** agrees to lease the real property described above commencing July 1, 2019 and terminating on June 30, 2020. This Sublease is renewable thereafter as mutually agreed by the **SUBLESSOR** and **SUB LESSEE**.
3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as an office.
4. **COMPLIANCE WITH LAW:** **SUB LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.
5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **SUBLESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Sublessor may not prohibit the Sub Lessee or tenant from obtaining a CASp inspection of the subject

premises for the occupancy or potential occupancy of the Sub Lessee or tenant, if requested by the Sub Lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **SUB 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 **SUBLESSOR**, 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 **SUBLESSOR** terminate this Lease. This provision does not prohibit the **SUB LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **SUB 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 **SUB LESSEE** and at the termination of this Lease shall be removed at the **SUB LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **SUB LESSEE** and **SUBLESSOR**.

8. **MAINTENANCE AND REPAIR:** **SUB LESSEE** will be responsible for all maintenance and repairs of **SUB LESSEE** installed interior improvements. **SUB 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. **SUB LESSEE** is 50% responsible for cleaning the common areas (bathroom and kitchen) and fully responsible for designated office area. **SUB LESSEE** agrees to supply toilet paper, trash bags, and cleaning supplies for bathroom, kitchen and office areas. **SUBLESSOR** shall notify the **SUB LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **SUB LESSEE**. **SUBLESSOR** 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 **SUB LESSEE** may at its option terminate this Lease.

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

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

11. **INDEMNITY:** **SUB LESSEE** agrees to indemnify, protect, defend and hold **SUBLESSOR** 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 **SUB LESSEE'S** use or the use of any guests, invitees or agents of **SUB LESSEE** of the leased **PREMISES**. Upon demand **SUB LESSEE** shall, at its own expense, defend **SUBLESSOR**, 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 **SUB LESSEE**. **SUBLESSOR** shall indemnify, protect, defend, and hold **SUB 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 **SUBLESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **SUBLESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **SUB 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:** **SUB 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.

13. **CHANGE OF ADDRESS:** It shall be **SUBLESSOR'S** responsibility to inform **SUB LESSEE** of any change of address.

14. **INSPECTION:** **SUBLESSOR** 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 **SUBLESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

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

(i) The failure of the **SUB 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 **SUBLESSOR** shall not be responsible for the custodial protection of **SUB LESSEE'S** abandoned property, fixtures or equipment.

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

C. It is mutually agreed that if **SUB 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.

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

17. **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 **SUB LESSEE** as an agent or representative of the **SUBLESSOR** for any purpose or in any manner whatsoever.


18. **NOTICES:** Any notice to the **SUB LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **SUBLESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to Alliance for Community Transformations PO Box 2075 Mariposa, California 95338.

19. **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.

20. **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.

SUBLESSOR:



Alison Tudor
Alliance for Community Transformations

SUB LESSEE:



Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:



RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel