RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes__ No__)

Resolution authorizing Chairman to execute a Lease Agreement between the County of Mariposa (Lessee) and William A. Freeman (Lessor) for the premises housing the impound facility located at 5012 Fairgrounds Road.

An additional 1,600 square feet has been added to this Lease Agreement to accommodate an increase in the number of animals being impounded at the animal impound facility. This Lease Agreement will supersede the Lease Agreement approved by the Board on April 10, 2001. The new terms of the Lease shall be $1,450 for the month of December 2001 and the sum of $1,493.50 per month for the months of January 2002 through June 2002.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board adopted Resolution No. 01-91 on April 10, 2001 authorizing the Chairman to execute a Lease Agreement for 1,600 square feet for an impound facility on the premises located at 5012 Fairgrounds Road. An additional 1,600 square feet adjacent to the space currently being leased at 5012 Fairgrounds Road has become available.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Approve a new Lease Agreement consisting of 3,200 square feet for the animal impound facility.
- Do not approve a new Lease Agreement and search for another suitable location for an animal impound facility, which will be difficult to find.

| COSTS: | ( ) Not Applicable | B. Total anticipated costs $ | D. Internal transfers $ |
| Source: | ( ) 4/5ths Vote Required | A. Unanticipated revenues $ | C. Source description: |
| | | Balance in Reserve for Contingencies, if approved: $ |

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

CLERK'S USE ONLY:

Res. No.: 5-322 Ord. No.

Vote: Ayes: 5 Absent: 

Noes: Abstained: 

Approved: ( ) Denied: 

Minute Order Attached: ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

Recommended

Not Recommended

For Policy Determination

Submitted with Comment

Returned for Further Action

Comment:

A.O. Initials:

Action Form Revised 5/92
LEASE AGREEMENT

This Lease Agreement is entered into by and between the County of Mariposa, a political subdivision of the State of California, P.O. Box 784, Mariposa, California 95338, hereinafter referred to as "LESSEE," and William A. Freeman, as Trustee of the Freeman Family 1991 Revocable Trust, P.O. Box 3038, Monterey, California 93942, hereinafter referred to as "LESSOR."

WITNESSETH:

WHEREAS, LESSOR is the owner of real property together with commercial use improvements thereon, located at 5012 Fairgrounds Road, Mariposa, California, consisting of a portion of an improved building containing approximately 3,200 square feet together with outside area and parking space, the leased premises is marked in hatched lines on Exhibit "A", and

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR the above-described property hereinafter referred to as "PREMISES."

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

1. TERM: OPTION: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR the PREMISES commencing December 1, 2001 and terminating June 30, 2002. If LESSEE is not in material default of any terms of this LEASE AGREEMENT, LESSEE shall have the Option to renew the term for an additional one (1) year term upon the same terms and conditions as contained herein, except for monthly rental, which shall be mutually agreed upon between the parties LESSEE shall give LESSOR written notification at least ninety (90) days prior to the expiration of the initial term of this LEASE AGREEMENT in order to execute the Option.

2. RENTAL: LESSEE shall pay to LESSOR, as rental for the PREMISES the sum of One Thousand Four Hundred Fifty Dollars ($1,450.00) for the month of December 2001, and the sum of One Thousand Four Hundred Ninety Three Dollars and 50/100 ($1,493.50) per month for the months January 2002 through June 2002, payable on the first of each month, in advance.

3. UTILITIES: LESSEE shall be responsible for all utilities servicing the PREMISES during the term hereof, including but not limited to propane, electrical, water, sewer, waste disposal, and telephone.

4. TAXES: All Real Property Taxes and/or Possessory Interest Taxes, due and payable and assessed against the PREMISES shall be paid by LESSOR. However, if Real Property Taxes and/or Possessory Interest Taxes are increased as a result of LESSEE'S renovation of the PREMISES, LESSEE shall be responsible for reimbursing LESSOR for any such increase during the term of the LEASE AGREEMENT.

5. USE OF PREMISES: LESSEE shall use the PREMISES for animal impounds and animal control office space.
6. **MECHANICS LIENS:** LESSEE shall keep the PREMISES free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE.

7. **FIRE INSURANCE:** During the term of this LEASE AGREEMENT, LESSOR shall be responsible for insuring the building against fire loss. LESSOR shall have no responsibility for insuring LESSEE’S leasehold improvements, furniture, fixtures or other contents of the building. LESSEE agrees to insure the same and hold LESSOR harmless for or on account of any loss, injury or damage to any person or persons or their property, including that of LESSEE, resulting from fire.

8. **LIABILITY INSURANCE AND HOLD HARMLESS:** LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the PREMISES by LESSEE.

9. **MAINTENANCE:** LESSEE shall maintain the interior of the PREMISES, doors and windows, heating, and air conditioning, in a reasonable state of repair and good order.

   Maintenance by LESSOR shall include but not be limited to roof, foundation, exterior walls, sewer lines, and common areas.

   Plumbing and sewer problems or glass breakage attributed to misusage of same by LESSEE shall be the responsibility of the LESSEE.

10. **ALTERATIONS:** LESSEE shall be permitted to make alterations as necessary for LESSEE’S use of the PREMISES at LESSEE’S sole cost and expense, and with prior written approval of LESSOR.

11. **ASSIGNMENT AND SUB-LETTING:** LESSEE shall not be permitted to assign and/or sub-let the PREMISES during the term hereof without written permission from LESSOR, which shall not be unreasonably withheld.

12. **COMPLIANCE WITH LAWS:** LESSEE shall, at LESSEE’S own expense, comply with all of the laws, rules, regulations, statutes, ordinances and requirements of all governmental authorities, pertaining to the use of the PREMISES.

13. **DEFAULT:** In the event of any breach of this LEASE AGREEMENT by LESSEE, that continues for a period of thirty (30) days after LESSOR has given written notice to LESSEE to cure the breach, LESSOR shall be entitled to all legal remedies given to a landlord pursuant to the laws of the State of California.

14. **INSPECTION AND ENTRY BY LESSOR:** LESSEE shall permit LESSOR or LESSOR’S agents to enter into and upon the PREMISES at reasonable times during business hours for the purpose of inspecting the PREMISES.

15. **HOLDING OVER:** In the event LESSEE shall hold possession of the PREMISES after the termination date of this LEASE AGREEMENT, or any Options, LESSEE shall become a tenant from month-to-month at the rental and upon the terms and conditions as herein provided.

16. **TRADE FIXTURES:** LESSEE may install upon the PREMISES trade fixtures to be used by them in the conduct of their business upon the PREMISES, and such trade fixtures shall at all times remain the property of LESSEE, provided, however, upon the expiration of the term of this LEASE AGREEMENT, LESSEE shall be responsible for and shall pay LESSOR for any damage or injury done to the PREMISES as a result of the installation or removal of any
such trade fixtures. All trade fixtures shall be removed on or before the last day of this LEASE AGREEMENT.

17. NOTICES: All notices to be given by LESSOR to LESSEE shall be made by sending by registered mail, postage prepaid, addressed to LESSEE at:

Mariposa County  
Post Office Box 189  
Mariposa, California 95338

All notices to be given by LESSEE to LESSOR shall be given by sending the same by registered mail, postage prepaid, addressed to LESSOR as follows:

William A. Freeman  
Post Office Box 3038  
Monterey, California 93942

18. MODIFICATION OF AGREEMENT: Notwithstanding any of the provisions of this LEASE AGREEMENT, this writing contains the entire agreement between the PARTIES hereto, and there are no other agreements or understandings written or oral. This LEASE AGREEMENT may not be changed or modified except in writing and signed by the PARTIES hereto.

19. WAIVER OF TERMS: No waiver of term, condition, or covenant of this LEASE AGREEMENT by either PARTY shall be deemed as a waiver of any other item, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

20. INTERPRETATION: This shall be interpreted pursuant to the laws of the State of California.

21. RESCISSION OF PREVIOUS AGREEMENT: This Lease Agreement shall supersede in its entirety that Lease Agreement entered into by and between the parties hereto on the 3rd day of August, 2001 for the rental of 1,600 square feet of space at 5012 Fairgrounds Road, Mariposa, California.

LESSEE: MARIPOSA COUNTY

DOUG BALMAIN, Chairman  
Mariposa County Board of Supervisors

Date: 11-30-01

LEESOR: WILLIAM A. FREEMAN

WILLIAM A. FREEMAN, Trustee  
Freeman Family 1991 Revocable Trust

Date: 11-23-01

ATTEST:

MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN, County Counsel