RESOLUTION - ACTION REQUESTED 2015-341

MEETING: July 7, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Lease Agreement with Harold Chivers for 5125 Jones Street

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement with Harold Chivers for 5125 Jones Street, Mariposa, California to be used for transitional housing, in an amount not to exceed $7,800; and authorize the Board of Supervisors Chair to sign the Lease Agreement.

The Behavioral Health unit of the Human Services Department wishes to utilize this dwelling to serve as Transitional Housing to independent living for mentally ill homeless clients. The participants in this Transitional Housing Program will enter into an agreement with Mariposa County Human Services to engage in services and work towards independent or supportive living. The financial situation of each participant will be assessed to determine their share of cost in rent and utilities. The Unit will be fully furnished by the Human Services Department and the participant will purchase their own food and personal items as their income allows.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new Lease Agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this lease is not approved, it will be more difficult for Behavioral Health to serve the needs of mentally ill homeless clients.

FINANCIAL IMPACT:
The lease cost is $650.00 per month. This lease is budgeted in the Mental Health Services Act Innovation budget unit line 410-0439-686-0433. There is no impact to the General Fund.

ATTACHMENTS:
Chivers Lease 5125 Jones St 2016  (PDF)
Mariposa County Transitional Housing Program Description 7.2.15  (DOCX)
Transitional Housing Program Agreement 7.2.15  (DOCX)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III 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, 2015, by and between HAROLD CHIVERS, hereinafter called LESSOR, and the COUNTY OF MARIPOSA, hereinafter called LESSEE.

WITNESSETH

WHEREAS, the LESSOR owns real property commonly known as 5125 Jones Street and identified as APN 013-112-0020; 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 Six Hundred Fifty dollars ($650) per month LESSOR agrees to lease the real property described above. This Lease shall commence on the 1st day of July 2015, and shall continue for 1 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 transitional housing for homeless clients served by Mariposa County Behavioral Health.

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 undergone inspection by a Certified Access Specialist (CASp), and the premises has been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53.

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.

12. **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.

13. **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**.
14. **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.

15. **CHANGE OF ADDRESS:** It shall be LESSOR’S responsibility to inform LESSEE of any change of address.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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 3883 Hwy 49 S, Mariposa, CA 95338.

21. **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.

22. **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:**

[Signature]

Merlin Jones, Chair
Mariposa County Board of Supervisors

**LESSEE:**

[Signature]

**ATTEST:**

[Signature]
RENE LAROCHE
Clerk of the Board

**APPROVED AS TO FORM:**

[Signature]
STEVEN W. DAHLEM
County Counsel

Last Revised 5/14/14
Exhibit A

The facility to be leased is located at 5125 Jones Street, Mariposa, Mariposa County, California, APN 013-112-0020.

This lease does not include utilities. Lessee shall pay utility bills and keep the yard clean.