

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

DATE: 1-14-92
AGENDA ITEM NO.: RA 4

DEPARTMENT: Human Services
Social Services Div.

BY: Tom Archer PHONE: 966-3609

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No X)
Resolution authorizing the Chairman to sign lease with Robert Chivers for space for Housing and Community Development and Human Services Department/GAIN. A tenant has been found for the current Human Services Admin space. This lease supercedes the existing lease.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolutions #89-552 and 90-338 authorized rental of space for the GAIN classroom in the Mariposa Hotel Building.
The Board authorized and directed County Counsel to prepare a lease for joint tenancy for Human Services and Housing and Community Development Departments staff.
Resolution #90-604 authorized the chairman to sign the current Lease Agreement between the County and Robert Chivers for joint tenancy by Human Services and Community Development Departments.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Continue working in existing space.

COSTS: () Not Applicable
A. Budgeted current FY \$ 9,904
B. Total anticipated costs \$ 10,306
C. Required Add'l funding \$ 402
D. Source: internal transfer

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
Executive Summary and Lease Agreement (8 pages)

SOURCE: () 4/5ths Vote Required
A. Internal transfers \$ _____
B. Unanticipated revenues \$ _____
C. Reserve for contingency \$ _____
D. Description: _____
Balance in Reserve for Contingencies, if approved: \$ _____

CLERK'S USE ONLY:
Res. No.: 92-20
Ord. No.: _____
Vote - Ayes: 4 Noes: _____
Absent: 1 Abstained: _____
4/4 Approved () Denied
() Minute Order Attached

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
9 Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

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

Date: _____
ATTEST: MARGIE WILLIAMS
Clerk of the Board of Supervisors
County of Mariposa, State of CA
By: _____
Deputy

Comment: _____

A.O. Initials: [Signature]

EXECUTIVE SUMMARY

The county currently has approved a 5-year lease for 3,108 square feet at 5200 Highway 49 North for Human Services and Housing and Community Development Departments. This proposed lease would supercede the existing lease and add 552 square feet of office space and 270 square feet of storage space (3930 square feet total).

The small increase in rental expense will provide space for the Human Services director and support staff to be centrally located and will allow all GAIN services and staff to be consolidated.

Current usage includes:

- 860 square feet for Housing and Community Development (HCD)
- 480 square feet for Human Services Administration
- 726 square feet for Human Services GAIN
- 1,042 square feet of common area (bathrooms & hallways)

Proposed usage includes:

- 860 square feet for HCD
- 480 square feet for Fire Department
- 1,542 square feet for Human Services GAIN
- 954 square feet of common area

This proposal includes no changes for HCD staff. GAIN staff would move from the main Social Services building to the 552 square foot area which will be renovated by the owner plus an additional 270 square feet to be used for storage. The Mariposa County Fire Department is looking at the space (480 sq.ft.) currently used by the Human Services Administration which will be moved to the main Social Services building in space vacated by the GAIN staff.

Funding for the change in Human Services staff will be partially offset by billing Mental Health/Drug & Alcohol programs for space for Director and support staff housed in the main social services building.

LEASE AGREEMENT

This LEASE AGREEMENT is entered into on the date or dates last below written by and between Robert Chivers, hereinafter referred to as "LESSOR", and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, LESSOR is the owner of that certain Real Property together with improvements thereon, located at 5200 Highway 49 North, Mariposa, California, consisting of an improved building containing approximately 4,200 square feet, more specifically described on Exhibit "A" attached hereto and by this reference incorporated herein, and

WHEREAS, LESSEE desires to lease a portion of the Property from LESSOR, and

WHEREAS, LESSOR desires to rent a portion of the Property to LESSEE;

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. RENTAL: LESSOR hereby leases to LESSEE, AND LESSEE hereby leases from LESSOR a portion of the Property upon the following terms and conditions:

a. 3,660 square feet of the property as outlined in the hatch marks on Exhibit "B" attached hereto and by this reference incorporated herein. LESSEE shall pay to LESSOR the sum of FORTY-FIVE CENTS (\$.45) per square foot for the 3,660 square feet commencing January 1, 1992. The rental shall be payable on the first of each month in advance during the term hereof.

b. 270 square feet of the property as outlined in the hatch marks on Exhibit "C" attached hereto and by this reference incorporated herein. LESSEE shall pay to LESSOR the sum of THIRTY CENTS (\$.30) per square foot for the 270 feet commencing January 1, 1992. The rental shall be payable on the first of each month in advance during the term hereof.

c. The rental rate hereunder shall be increased by three percent (3%) each March 1st, during the term hereof, commencing March 1, 1992.

2. TERM: LESSOR and LESSEE have heretofore entered into a written LEASE AGREEMENT wherein LESSEE executed the AGREEMENT on January 4, 1991 for a portion of the same property. The LEASE AGREEMENT executed by LESSEE on January 4, 1991 shall remain in full force and effect until January 1, 1992 when this LEASE AGREEMENT shall take effect. Commencing January 1, 1992 the LEASE AGREEMENT entered into by and between LESSOR and LESSEE wherein LESSEE executed said LEASE AGREEMENT on January 4, 1991 shall be rescinded in its entirety.

3. UTILITIES: LESSEE shall be responsible for all utilities servicing the PREMISES during the term thereof, including but not limited to gas, electrical, water, telephone.

4. USE OF PREMISES: LESSEE shall use the PREMISES for any lawful purpose.

5. MECHANICS LIENS: LESSEE shall keep the PREMISES free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE.

6. 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. LESSEE shall either self insure or maintain liability insurance with a reliable insurance company covering personal injuries and property damage as follows: for any one (1) injury, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); for two or more injuries, TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and for damage to property, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

7. REPAIRS, MAINTENANCE AND IMPROVEMENTS: LESSEE shall keep and maintain the inside of the PREMISES in good condition and repair during the term thereof. LESSOR shall maintain and keep the outside of the PREMISES in good condition and repair during the term hereof, including the roof, heating, and cooling apparatus.

8. ALTERATIONS: LESSEE shall be permitted to make alterations as necessary for LESSEE's use of the PREMISES, at LESSEE's sole cost and expense.

9. ASSIGNMENT AND SUB-LETTING: LESSEE shall not be permitted to assign and/or sub-let the PREMISES during the term hereof without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

10. 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.

11. 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 said breach, then in that event LESSOR shall be entitled to all legal remedies given to a landlord pursuant to the laws of the State of California to the laws of the State of California.

In the event of a default hereunder, the non-defaulting PARTY shall be entitled to attorney's fees whether or not litigation is commenced.

12. 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.

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

14. DESTRUCTION OF PREMISES: In the event of damage to the PREMISES by fire, earthquake, water or other accident to an extent equal to or less than fifty percent (50%) of the then value of the improvements on said PREMISES, LESSOR shall repair the PREMISES and put the said in condition to which the same was in when said damage occurred with all reasonable dispatch, and this LEASE AGREEMENT shall not be otherwise affected except that at the time of making such repairs, the rental reserve herein shall be rebated in proportion to the loss of occupancy and interference with the business of LESSEE and that no action for damages shall accrue by virtue of such abatement of rent. If the PREMISES are damaged more than fifty percent (50%) of the value of the improvements thereon, then LESSEE, may at LESSEE's option, terminate this LEASE AGREEMENT or demand construction as above-provided.

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

Board of Supervisors
5088 Bullion Street
P. O. Box 784
Mariposa, CA 95338

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

Robert Chivers
3883 Highway 49 South
Mariposa, CA 95338

16. EXECUTION OF LEASE AGREEMENT: This LEASE AGREEMENT shall be valid and binding upon the PARTIES hereto if executed by the PARTIES in counterparts.

17. MAINTENANCE OF LANDSCAPE AND PARKING LOT: LESSOR shall, at LESSOR'S own expense perform all maintenance necessary to maintain the outside landscaping around the building as well as the parking lot in a condition acceptable to LESSEE for the use thereof.

18. INTERPRETATION: This LEASE AGREEMENT shall be interpreted pursuant to the laws of the State of California.

LESSOR:

Robert Chivers
ROBERT CHIVERS

DATE: 12/5/91

LESSEE

COUNTY OF MARIPOSA:

George P. Radanovich
George P. Radanovich
GEORGE P. RADANOVICH, Chairman
Board of Supervisors

DATE: 1-15-92

ATTEST:

Margie Williams
MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN, County Counsel

LEGAL DESCRIPTION OF REAL PROPERTY

of Harold Robert Chivers and Louise A. Chivers, husband and wife, as Joint Tenants in the County of Mariposa, State of California, located in Mariposa County Official Records Book 063, Page 083, more commonly known as APN No. 013-050-0050, and more specifically described as follows:

"A parcel of land containing 0.49 acres, more or less, situate in the SW1/4 of Section 14, Township 5 South, Range 18 East, MDB&M and being a fractional part of that certain tract known as the "Robert Mueller Tract" (as said Robert Mueller Tract is designated by deed recorded in Volume 12 of Official Records of Mariposa County at page 273) more particularly described as follows: Commencing at Corner #1 a point on line 28-29 of said Robert Mueller Tract, from which corner #29 bears S. 44 48' E. 20.87 feet and from which the SW corner of said Section 14 bears S. 6 27' 22" W. 688.25 feet; thence N. 44 48' W. 100.54 feet to Corner No. 2; thence N. 39 17' E. 254.74 feet to Corner #3, a point on line 1-2 of the said Robert Mueller Tract, from which corner #2 bears N. 8 09' W. 244.43 feet; thence S. 8 09' E. 135.78 feet to Corner No. 4; thence S. 39 17' W. 173.26 feet to corner No. 1, the place of commencement.

EXCEPTING THEREFROM that portion deeded to the State of California for Highway as described in deed recorded in Volume 43 of Official Records of Mariposa County at page 391."

EXHIBIT A

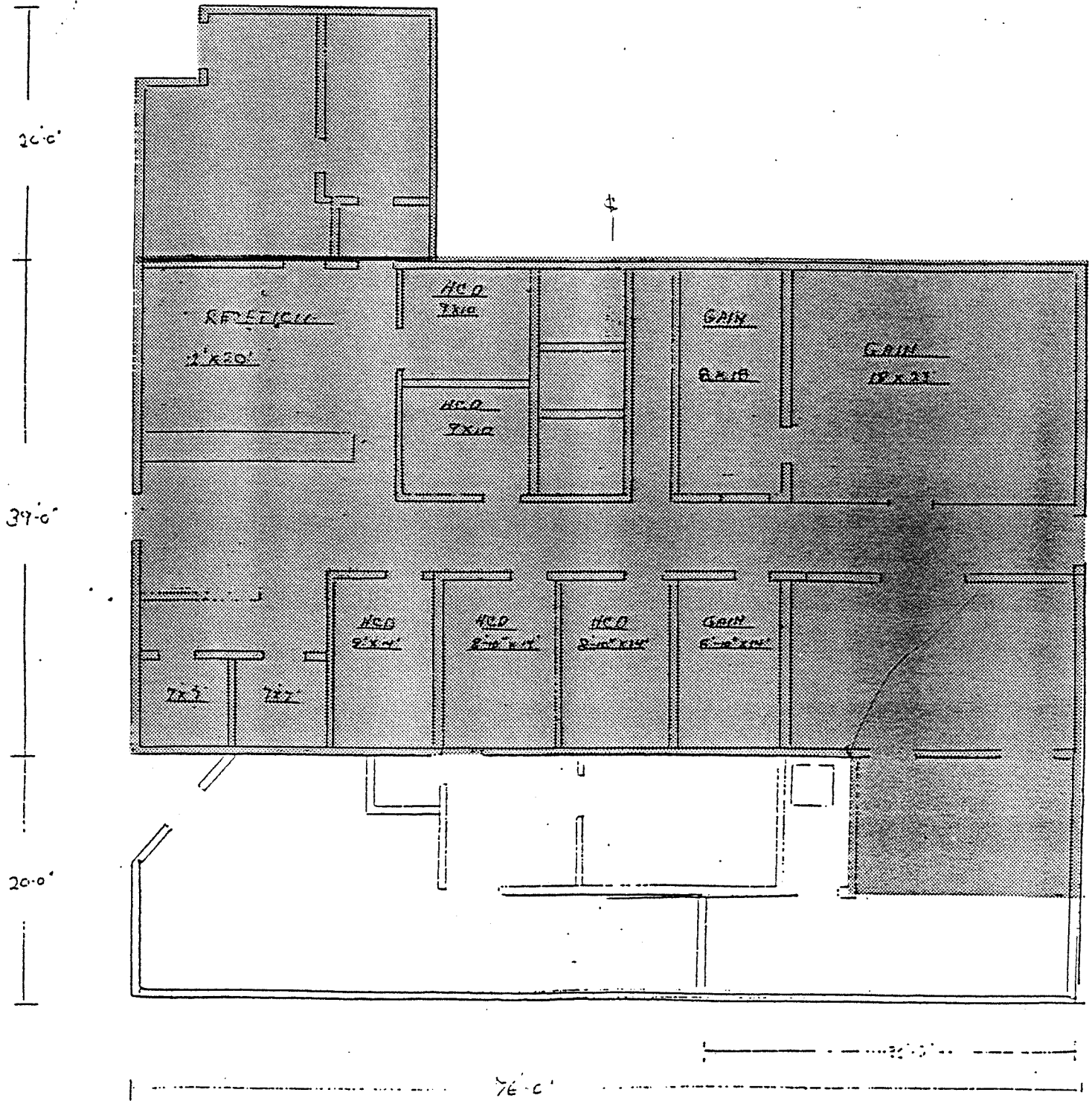


EXHIBIT B
3660 SQUARE FEET

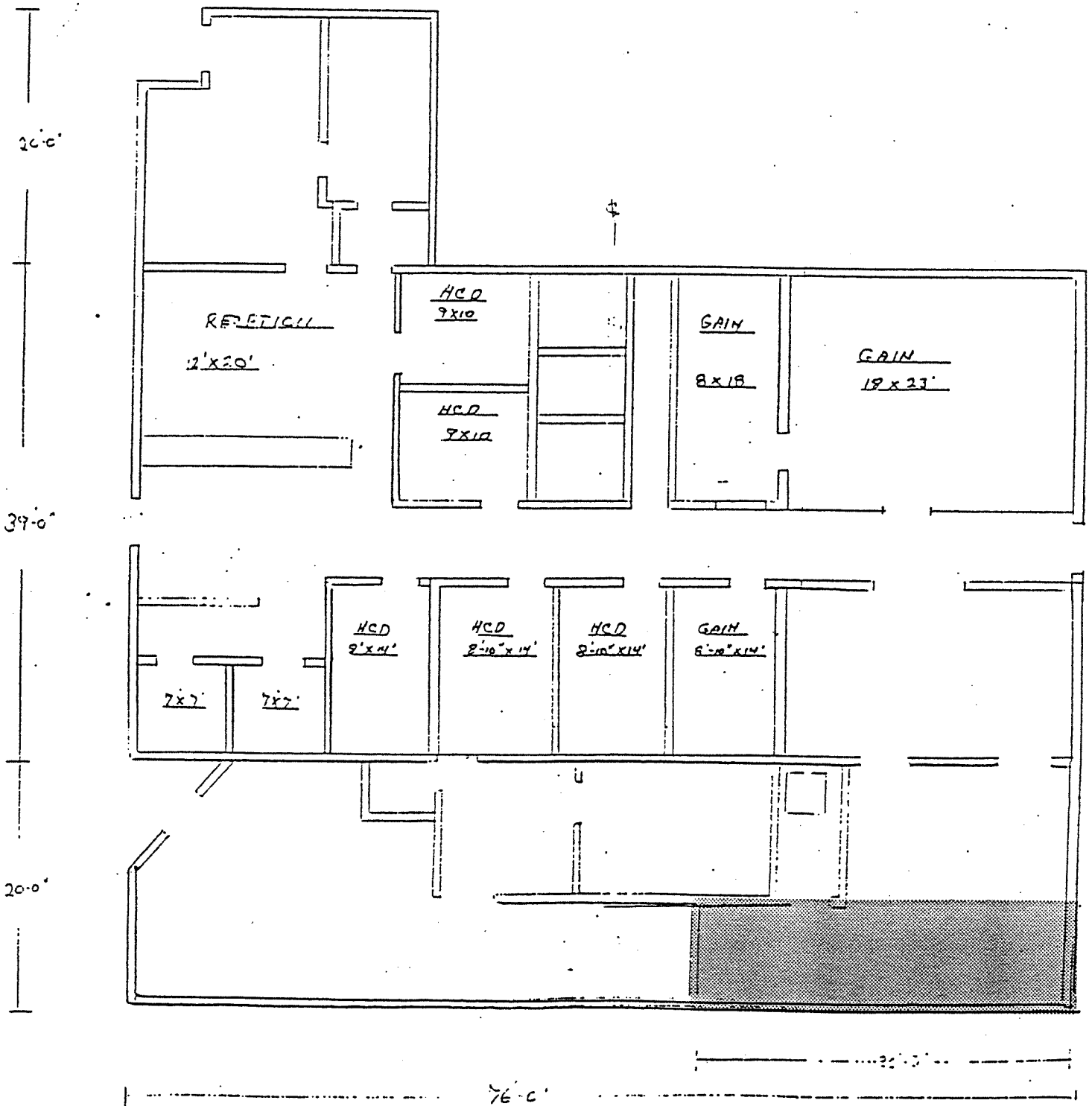


EXHIBIT C
270 SQUARE FEET