RESOLUTION - ACTION REQUESTED 2021-604

MEETING: November 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Archie's Mini Storage

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Archie’s Mini Storage to provide storage space to the County for $74 per month; and authorize the Board of Supervisors Chair to sign the agreement.

To comply with State regulations regarding client record retention, the Health and Human Services Agency (HHSA) must ensure that adequate storage space is available. HHSA has an extensive history with Archie’s; however, upon recent review by County Counsel, it has been determined that the incorrect authorizing agent signed the original agreement. Therefore, a re-submittal and approval of the agreement by the Board of Supervisors is warranted.

Given the circumstances, the initial deposit and fee typically required at the onset of a new agreement will be waived.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 20, 2016, the Board approved an agreement with Archie’s Mini Storage via Resolution 2016-666.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement. Staff will need to identify another storage facility to meet its record retention regulations.

FINANCIAL IMPACT:
There is sufficient funding in the Human Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
Archies - No 47 Agreement (PDF)

REF ID# 12279
RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
RENTAL AGREEMENT TERMS

1. RENT DUE ON THE 1ST month $74.00 Bi-Yrly/Yearly $843.60 Rent is due, in advance, on the first day of each rental period month (bi-,yearly, or year). WE DO NOT BILL MONTHLY ACCOUNTS. Late charge of $15.00 will be added if payment is not received by the tenth day. Charge of $25.00 for returned checks. Concurrently with the execution of the Rental Agreement, Occupant shall pay $10.00 as a non-refundable new account fee.

2. DEPOSITS: Occupant shall pay, in advance, a deposit of $25.00 to be refunded within two weeks after Occupant signs a receipt slip and returns the property clean.

3. INSURANCE: ARCHIE'S MINI STORAGE, (hereafter known as AMS) Does Not Provide INSURANCE or GUARANTEE SECURITY. Any Action Against AMS Voluntarily_widget to INCREASE SECURITY for the FACILITY SHALL NOT CONSTITUTE A WAIVER, EXPRESS OR IMPLIED, OF SECURITY for OCCUPANT's PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE of PROVIDE FULL AND ADEQUATE COVERAGE for OCCUPANT's PROPERTY. Occupant expressly agrees that the carrier of Occupant's insurance shall not be subrogated to any claim of Occupant against AMS its agents or employees. Occupant acknowledges that AMS has provided Occupant with information to obtain their own insurance for property of occupants. Occupant acknowledges this provision and agrees to these provisions of this paragraph and agrees to these provisions.

4. RELEASES OCCUPANT: AMS only provides space for rent and does not have possession or control of Occupant's personal property. AMS is not storing property for Occupant of guaranteeing its safekeeping. OCCUPANT RELEASES AMS FOR ANY LOSS or DAMAGE to OCCUPANT'S PROPERTY in STORAGE, INCLUDING ANY RELATED INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. OCCUPANCY: Occupant may store only personal property owned by Occupant. Occupant shall not sublet or assign the storage unit nor store property owned by others. All risks of loss or damage to personal property in storage will be borne by occupant. Occupant hereby waives subrogation. Occupant will furnish own lock and agrees the total value of stored goods under this agreement shall not exceed $500.00 per unit. If such unit is damaged or destroyed the occupant understands the provisions of this paragraph and agrees to these provisions.

6. PROHIBITION AGAINST HAZARDOUS MATERIALS, ETC.: Storage of flammable, explosive, chemicals, pesticides, dangerous, illegal or any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials is prohibited.

7. DELINQUENT ACCOUNTS: Your stored property will be subject to a claim of lien for unpaid rent or other charges and may even be sold to satisfy the lien or other charges due remain unpaid for 14 consecutive days. This lien and enforcement are authorized by the California Business and Professions Code. These accounts will be transferred to our corporate office for collection and will be subject to charges $10.00 for the Preliminary Lien, $15.00 for the Notice of Lien Sale, $15.00 late charge per day, and any unpaid monthly storage fees. If you are paying by Bi- or Bi-weekly or yearly and your rent is not paid when due, your account will be reverted to the monthly rate as shown above. Occupant shall be responsible for AMS attorneys' fees and cost if litigation occurs. If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than 30 days the fee is $150.00 for Owners costs in processing the delinquent account, including lien sales costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added (see Acknowledgment).

8. NO SMOKING: Absolutely NO SMOKING in any storage unit.

9. RULES: Occupant acknowledges that AMS has furnished a copy of tenant Rules and Occupant agrees to abide by them.

10. LOCKING DEVICES: STORED IN any storage unit.

11. PRICE CHANGE: Prices are subject to change without notice.

12. TERMINATION: Ten days written notice, for any reason, by AMS or Occupant to the other will terminate this Rental Agreement. Customer must sign a vacate slip upon termination of Rental Agreement and remove all items within 10 days. AMS will dispose of all items at a cost to the occupant. The storage unit will be left in good condition and Occupant is responsible for damages to the storage unit. All unpaid amounts must be paid by cash or certified check or money order at the time of vacating.

13. ADDRESS CHANGE: Occupant will notify AMS of any address or telephone change, in writing, within ten days.

14. PRIVACY AGREEMENT: Customer agrees to allow AMS to access his or her goods to protect them against mistreatment or misjudgment, and dust.

15. PREMISES RESPONSIBILITY: Occupant will periodically inspect and immediately notify AMS of any defects in the storage unit. Occupant will keep the premises in good condition and pay AMS for repair necessary due to negligence or misuse while in Occupant's control. Occupant may not alter the premises without written consent of AMS.

16. ENTIRE AGREEMENT: This Agreement between the parties except as set forth in this Agreement. This Agreement may only be amended by written instrument executed by AMS. This is binding on AMS successors or assigns, and each successor or assigns shall be relieved of any obligations under this Agreement upon the transfer of the property to the new successor or assigns.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS.

OCCUPANTS SIGNATURE:  Date: 1/3/201

Method of Payment Made By: MAIL, CREDIT CARD OR DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.


Site: Mariposa, CA Site: Athwawnee, CA

MAKE CHECKS PAYABLE TO: ARCHIE'S MINI STORAGE

Make Change Payable to: ARCHIE'S MINI STORAGE

Mailing Address: P.O. Box 99

Mariposa, CA 95338

ProRate Next Month:

Deposit: 500.00

Due: Fee: 6.00

STEVEN W. DAHLREM COUNTY COUHLIS

APPROVED AS TO FORM

YELLOW - CUSTOMER COPY (your copy)

ARCHIE'S MINI STORAGE 800) 522-3540
Headquarters: P.O. BOX944, Mariposa, CA 95338 LOCAL: (209) 666-5909
ACCESS CODE: N/A Vehicle Code per Entry Space No: 47 Occupant Supply Own

Lock(s) Date

Occupant(s) Name: _____ Mariposa County

Date

Physical Address/ City/Zip: P.O. Box 99 Mariposa CA 95338

Mailing Address/ City/Zip: P.O. Box 99 Mariposa CA 95338

Phone: (Day) (209) 666-2000 (Even) Driver's License No.

Sp. No: 47 Size: 10x15 Rental Amount: $74.00 Monthly $843.60 Bi-Yearly

Owner hereby requests that occupant(s) provides an alternate name and address for contact purposes only: Alternate Name: Mariposa County Health and Human Services Agency Phone: (209) 666-2000

Address/ City/Zip: 5362 Leith Lane Mariposa CA 95338