

DEPARTMENT: DISTRICT ATTORNEY BY: CHRISTINE A. JOHNSON PHONE: 209-966-3626

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No X)

Resolution approving the establishment of a District Attorney's Child Advocacy and Resource Center for utilization during child abuse, sexual assault and domestic violence victim-interviews and resource services; authorizing the Chair to execute the center's lease agreement with Marc and Tracy Lingenfelter supported through the District Attorney's Supplemental Law Enforcement Fund and donations; authorizing the Auditor to process monthly rental payments in accordance with said lease agreement; and authorizing the establishment of a ~~trust account or special revenue fund~~ ^{account} for the deposit of donations. *in the DA's budget; Approve Budget Action recognizing donation(s) and increasing appropriations accordingly*

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The above item will provide the District Attorney's Office with a child advocacy and resource center located at 5080 Jones Street. Child advocacy and resource centers are a successful tool in the criminal prosecution of cases involving children as victims, as well as a support service for families. The existing interview location within the District Attorney's Office is extremely inadequate due to the following: Staff members are required to leave their work areas for the duration of each interview, with each interview the equipment and interview room must to be rearranged and then returned to its original secretarial work area, victims and family members have direct access to the confidential operations of the Criminal Division of the District Attorney's Office, incoming members of the public have direct access to the victims and families pending the interview process, and the participants experience a difficult interview because of the distracting surroundings and uninviting or confining space.


Therefore, through the utilization of the District Attorney's portion of the Supplemental Law Enforcement Fund (S.L.E.S.F.) and independent donations, the Mariposa County District Attorney's Office would like to improve the interview and support process by providing victims and families of victims with an adequate interview site and thereby improving public service during a sensitive and trying time. In addition to S.L.E.S.F. funds, the Mariposa County District Attorney's Office is very fortunate to have the California Youth Authority (Mariposa Branch) pledge a donation in the amount of \$1,000 for the establishment of this proposed center.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Continued workflow disruptions, jeopardize office security and confidentiality, risks to victims and family members by public contact with inquiring perpetrators, and limited public services to victims and families with respect to sensitive investigations and prosecution efforts.

COSTS:	() Not Applicable	SPECIAL INSTRUCTIONS:
A.	Budgeted Current FY S.L.E.S.F. \$ 7,859	List the attachments and number the pages consecutively:
B.	Total Anticipated Costs \$ 7,859	
C.	Required Additional Funding \$	
D.	Internal Transfers \$	
SOURCE:	<input checked="" type="checkbox"/> 4/5ths Vote Required \$	
A.	Unanticipated Revenues \$	
B.	Reserve for Contingencies \$	
C.	Source Description: _____	
Balance in Reserve for Contingencies, if approved: _____		

CLERKS USE ONLY:
 Res. No. 01-272 Ord. No. _____
 Vote - Ayes: 4 Noes: _____
 Absent: Stewart 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: _____
 CAO's Initials: 

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 Vote - Ayes: 4 Noes: _____
 Absent: Stewart Abstained: _____
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 The foregoing instrument is a correct copy of the original on file in this office
 Date: _____
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 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: _____

 CAO's Initials: [Signature]

LEASE AGREEMENT

THIS AGREEMENT is executed on the most recent date below written by and between Marc and Tracy Lingenfelter, hereinafter referred to as "**LESSOR**", and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**LESSEE**".

WITNESSETH:

The **PARTIES** hereby agree as follows:

1. **PREMISE:** **LESSOR** does hereby lease to **LESSEE** the **PREMISES** and real property located at, and commonly known as 5080 Jones Street, Mariposa, California, consisting of approximately five hundred (500) square feet, for the purpose of office space for the District Attorney's Offices.

2. **TERM:** The term of this **AGREEMENT** shall be for a period of twelve (12) months, commencing on October 3, 2001 and terminating on October 4, 2002.

3. **TERMINATION:** **LESSEE** shall have the right to terminate or require discontinuance of this **LEASE**, in whole or in part, for such time as may be necessary should the condition of weather, flood, fire, or other contingencies cause destruction or condemnation of such **PREMISES** to be uninhabitable for a period beyond seven (7) calendar days.

Should **LESSEE** elect to terminate or require discontinuance of such **LEASE**, as prescribed hereunder, **LESSEE** shall in writing terminate or discontinue such **LEASE**, in which event, the **LESSOR** shall be entitled to payment for such period up to the time of termination or discontinuance.

4. **NONAPPROPRIATIONS:** **LESSEE** is a public body and a political subdivision of the State of California and is authorized by the Constitution and laws of the State of California to enter into the transactions contemplated by the **LEASE AGREEMENT** and to carry out its obligations thereunder.

LESSEE reasonably believes that funds can be obtained sufficient to make all rental payments during the initial term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, properly request, and pursue funds from which rental payments may be made.

Notwithstanding anything contained in this **LEASE** to the contrary, the **LESSEE** shall not be deemed in default if the following events shall have occurred:

In the event no funds, or insufficient funds, are appropriated in the budget or otherwise unavailable in any fiscal year for rental payments due on this **AGREEMENT**, then the **LESSEE** will notify the **LESSOR** or its assignee of such occurrence and this **AGREEMENT** will create no further obligation of **LESSEE** to such current or succeeding fiscal year and shall be null and void, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted. In such event, this **AGREEMENT** shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to **LESSEE** of any kind whatsoever. Subsequent to the termination of this **AGREEMENT**, the **LESSEE** shall have no continuing obligation to make rental payments under this **AGREEMENT**. No right of action or damages shall accrue to the benefit of **LESSOR**, or its assignee as to that portion of this **AGREEMENT** which may so terminate. In the event of such termination, **LESSEE** agrees to peaceably surrender possessions of the **PREMISES** to **LESSOR** or its assignee on the date of such termination. **LESSOR** shall have all legal and equitable rights and remedies to take possession of the **PREMISES**.

5. **RENT**: **LESSEE** agrees to pay **LESSOR** rent in the sum of Two Hundred Fifty Dollars (\$250) per month, payable in advance by the tenth (10th) day of each month, commencing on the effective day of this **AGREEMENT**. Rent for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly installment herein, based on a thirty (30) day month. Rent shall include common area maintenance and building maintenance. **LESSEE** shall additionally pay propane and Pacific Gas & Electric (PG &E) usage serving the **PREMISES**. **LESSEE** shall install a separate meter for PG &E usage by **LESSEE** at **LESSEE'S** sole expense.

6. **FIXTURES**: **LESSEE** shall not make any alterations or additions to facilities on the demised **PREMISES** without prior written consent of **LESSOR**.

However, it is contemplated by both **PARTIES** that **LESSEE** may bring upon said **PREMISES** and install or attach thereto, various items of personal property. It is agreed that items of personal property placed on said leased **PREMISES** by **LESSEE** may be removed by **LESSEE** at the termination of this **LEASE**, or at any time during the term of this **LEASE** or any extension thereof, even though the same may be attached to said **PREMISES**, provided **LESSEE** does so without substantially damaging the **PREMISES** and all necessary repairs caused by such removal are repaired by **LESSEE**.

7. **MAINTENANCE**: **LESSEE** shall maintain the interior of said **PREMISES** in a reasonable state of repair and good order, and upon vacating said **PREMISES** it shall leave same in a condition at least equivalent to its present condition and state of repair, save and except for the consequences of reasonable wear and usage.

The **LESSOR** shall be responsible for all maintenance of the leased **PREMISES** excluding leasehold improvements. All services which are the responsibility of the **LESSOR** shall be provided as shall be reasonably necessary to the comfortable use and occupancy of the said **PREMISES** during business hours.

Maintenance by LESSOR shall include but not be limited to roof, foundation, exterior walls, mechanical equipment (i.e., air conditioning/heating units), electrical equipment (i.e., wiring and lighting), plumbing, sewer lines, and landscape.

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

LESSOR shall be responsible for replacement of broken glass to windows or doors to said PREMISES resulting from vandalism, acts of God, or by the elements.

8. **LESSOR SERVICES:** LESSOR agrees to furnish, or cause to be paid, real estate taxes, property insurance, and exterior maintenance.

LESSEE shall provide and maintain said PREMISES with necessary fire extinguishers of the type and number in accordance with Article 157, Title 8 of General Industry Safety Ordinance of latest publications.

9. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** LESSOR and LESSEE, in respect to their individual covenants and duties, will comply with the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the said PREMISES.

10. **CHANGES IN THE LAW:** During the term of this AGREEMENT should any Federal, State, or local law be enacted, which materially affects this AGREEMENT, the PARTIES may renegotiate this AGREEMENT at that time.

11. **HOLDING OVER:** Any holding over after the expiration of said term shall be construed to be a tenancy from month-to-month at a rental of the last month's rent and shall otherwise be on the terms and conditions herein specified so far as applicable.

12. **RIGHT TO ENTRY:** LESSEE shall permit LESSOR or their agents to enter said PREMISES or any part thereof, during reasonable business hours (usually 8:00 a.m. to 5:00 p.m., Monday through Friday), for the purpose of examining, exhibiting the same, to show PREMISES to prospective tenants, or making such repairs or alterations as may be necessary for the safety or preservation thereof.

LESSOR shall not enter said PREMISES without a representative of LESSEE being present, except in cases of emergencies.

13. **LIABILITY:** LESSOR agrees to hold harmless, defend and indemnify LESSEE, its officers, agents, and employees from any and all claims and losses occurring or resulting from the acts and omissions of LESSOR, its agents, or employees in connection with the performance of this LEASE AGREEMENT.

LESSEE agrees to hold harmless, defend, and indemnify LESSOR, its officers, agents, and employees from any and all claims and losses occurring or resulting from the acts and omissions of LESSEE, its agent, or employees in connection with the performance of this

LEASE AGREEMENT. LESSEE shall provide LESSOR with proof of liability insurance serving the PREMISES.

LESSOR shall maintain a standard fire insurance policy covering said PREMISES, at their own expense, during the term of this AGREEMENT. LESSOR or LESSEE is not liable for the payment of premiums or assessments on each other's policy.

The LESSOR and LESSEE mutually agree that neither shall be responsible to the other for damage to the PREMISES or contents or the use thereof by fire or by the perils insured against in property insurance policies and riders of endorsements attached hereto.

14. **TAXES:** LESSOR agrees to pay all taxes, assessments, or charges which at any time may be levied by any governmental entity upon any interest in this AGREEMENT or any possessory right LESSOR may have in any improvements against said PREMISES.

15. **ASSIGNMENT:** The LESSOR or LESSEE shall not assign their lease interest in said property herein without the prior written consent of the other.

16. **NOTICES:** Any notices herein provided to be given by either PARTY to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

TO LESSEE: Mariposa County
County Counsel
P. O. Box 189
Mariposa, CA 95338

TO LESSOR: Marc and Tracy Lingenfelter
P.O. Box 1455
Mariposa, CA 95338

The address to which the notices shall be sent may be changed by either PARTY advising the other in writing of such change. Nothing herein shall preclude the giving of any notice by personal service.

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

18. **WAIVER OF TERMS:** No waiver of any term, condition, or covenant of this 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.

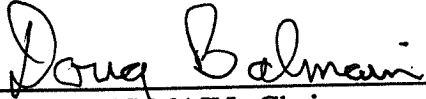
19. **CAPTIONS:** The captions of each paragraph in this AGREEMENT are inserted as a matter of convenience for reference only, and in no way define, limit or describe the scope or intent of the AGREEMENT in any way.

20. **COPIES OF AGREEMENT:** This AGREEMENT is executed in counterparts, each of which shall be deemed a duplicate original.

21. **PARKING:** Employees of LESSEE shall not park on 7th Street or Highway 140 adjacent to PREMISES. *delete not applicable*

IN WITNESS WHEREOF, the PARTIES, the day and year first above written, have affixed their signatures hereto.

LESSEE
COUNTY OF MARIPOSA:



DOUG BALMAIN, Chairman
Board of Supervisors

Date: 10-16-01

LESSOR:



MARC LINGENFELTER

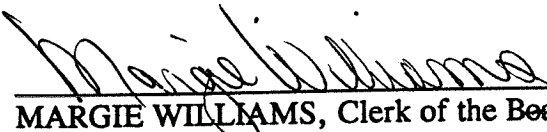
Date: 10/3/01



TRACY LINGENFELTER

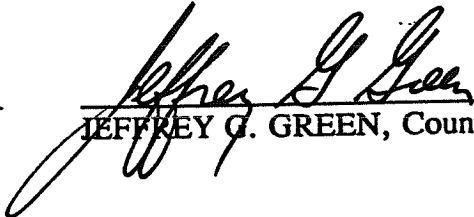
Date: 10-3-01

ATTEST:



MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM
LEGAL SUFFICIENCY:



JEFFREY G. GREEN, County Counsel.



COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

DOUG BALMAIN, CHAIRMAN

ROBERT C. STEWART, VICE-CHAIRMAN

PATTI A. REILLY

GARRY R. PARKER

BOB PICKARD

DISTRICT II

DISTRICT III

DISTRICT I

DISTRICT IV

DISTRICT V



MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: CHRISTINE JOHNSON, District Attorney

FROM: MARGIE WILLIAMS, Clerk of the Board *MW*

SUBJECT: Child Advocacy and Resource Center
Resolution No. 01-272

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on October 2, 2001

ACTION AND VOTE:

Christine Johnson, District Attorney;
Approve the Establishment of a District Attorney's Child Advocacy and Resource Center for Utilization During Child Abuse, Sexual Assault and Domestic Violence Victim-Interviews and Resource Services; Authorize the Chairman to Execute the Center's Lease Agreement with Marc and Tracy Lingenfelter Supported through the District Attorney's Supplemental Law Enforcement Fund and Donations; Authorize the Auditor to Process Monthly Rental Payments in Accordance with Said Lease Agreement; and Authorize the Establishment of a Revenue Account for the Deposit of Donations in the District Attorney's Prosecution Budget; Approve Budget Action Recognizing Donation(s) and Increasing Appropriation Accordingly (4/5th's Vote Required)

BOARD ACTION: Following discussion with Janet Bibby, DA/Paralegal, (M)Pickard, (S)Parker, Res. 01-272 adopted as recommended by the County Administrative Officer, with authorization for the Auditor to establish an interest bearing Trust Fund to collect donations for the Center/Ayes: Reilly, Balmain, Parker, Pickard; Excused: Stewart.

cc: Jeff Green, County Counsel
Greg Iturria, County Administrative Officer
Ken Hawkins, Auditor
File