

94-189

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

DATE: May 24, 1994
AGENDA ITEM NO.: CA-5

DEPARTMENT: County Counsel BY: Jeffrey G. Green PHONE: 966-3222

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

Pass and adopt this Resolution authorizing the Chairman to sign an Agreement with R. Scott and Karen E. Godfrey to renew the lease for County office space on the Northside for the period of July 1, 1994 through June 30, 1995. Changes to the Agreement are as follows:

- ⇒ Increase in monthly rent from \$535 to \$635. (paragraph #2)
- ⇒ Reference to the amount paid for electricity has been deleted. The rental figure of \$635 includes the County's portion of the electric. (paragraph #2 and #3)
- ⇒ Language has been added that allows alterations to the premises only upon approval by the Godfreys, however, said approval shall not be unreasonably withheld. (paragraph #9)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This item was on the agenda of May 10, 1994 for Following discussion regarding the rental and u directed staff to further review the Agreement.

Agreement (copy) is attached as Res makes reference to paragraphs 2,3,9

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE A

Do not approve Agreement as amended. Direct staff to again further review Agreement.

COSTS: () Not Applicable

A. Budgeted current FY \$ 7,620

B. Total anticipated costs \$ 7,620

C. Required additional funding \$ _____

D. Internal transfers \$ _____

SOURCE: () 4/5ths Vote Required

A. Unanticipated revenues \$ _____

B. Reserve for contingencies \$ _____

C. Source description: _____

Balance in Reserve for Contingencies, if approved: \$ _____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

Agreement.

CLERK'S USE ONLY:

Res. No.: 94-189 Ord. No. _____

Vote - Ayes: 5 Noes: _____

Absent: _____ 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: ND

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between R. Scott Godfrey and Karen E. Godfrey, 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 5049 Main Street, Coulterville, California, consisting of improved office space containing approximately 911 square feet, together with access to rest room facilities, hereinafter referred to as "**PREMISES**", and

WHEREAS, LESSOR desires to lease said **PREMISES** to **LESSEE**, and

WHEREAS, LESSEE desires to lease said **PREMISES** from **LESSOR**;

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:** Regardless of date of execution hereof, **LESSOR** hereby leases to **LESSEE**, and **LESSEE** hereby leases from **LESSOR** the **PREMISES** for a period of twelve (12) months, commencing July 1, 1994, and terminating June 30, 1995.

2. **RENTAL:** **LESSEE** shall pay to **LESSOR**, as rental for the **PREMISES**, the sum of SIX HUNDRED AND THIRTY-FIVE DOLLARS (\$635.00) payable on the first of each month, in advance, during the term hereof. Rental shall include the personal property itemized on Exhibit "A" attached hereto.

3. **UTILITIES:** **LESSOR** shall be responsible for all utilities servicing the **PREMISES** during the term hereof, excluding telephone and propane.

4. **TAXES:** All Real Property taxes due and payable and assessed against the **PREMISES** shall be paid by **LESSOR**.

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

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. **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 self-insure or carry liability insurance covering personal injuries as follows: for any one (1) injury, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); for two (2) or more injuries, TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and for damage to property, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

8. **REPAIRS, MAINTENANCE AND IMPROVEMENTS:** LESSOR shall keep and maintain the exterior of the PREMISES including but not limited to, the roof and heating, in good condition and repair during the term hereof. LESSEE shall maintain the interior of the "PREMISES", including all glass.

9. **ALTERATIONS:** LESSEE shall, with approval of LESSOR, be permitted to make alterations as necessary for LESSEE'S use of the PREMISES, at LESSEE'S sole cost and expense; LESSOR shall not unreasonably withhold approval.

10. **ASSIGNMENT AND SUB-LETTING:** LESSEE shall be permitted to assign and/or sub-let the PREMISES during the term hereof with LESSOR'S approval, which approval shall not be unreasonably withheld.

11. **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.

12. **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.

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

13. **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.

14. **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.

15. **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 **PREMISES** 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.

16. **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:

Chairman, Board of Supervisors
5100 Bullion Street
P. O. Box 784
Mariposa, California 95338

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

R. Scott or Karen E. Godfrey
P. O. Box 67
Coulterville, California 95311

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

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

LESSOR:



R. SCOTT GODFREY

Date: 5/16/94


KAREN E. GODFREY

Date: 5/16/94

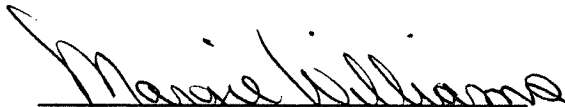
LESSEE
COUNTY OF MARIPOSA:



ARTHUR G. BAGGETT, JR., Chairman
Board of Supervisors

Date: 5-25-94

ATTEST:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


MARGIE WILLIAMS
Clerk of the Board


JEFFREY G. GREEN
County Counsel

FRONT OFFICE

2 gold padded chairs on metal pedestal
1 six foot table - metal
6 metal folding chairs - red (belong to WIC)
2 metal chairs
1 metal desk chair with green pad
1 green metal desk
1 oak desk chair with wheels
1 phone - beige
1 green IBM electric typewriter
2 beige metal info pamphlet stacks

BACK OFFICE

1 Exam table
1 Baby scale
1 exam tray on wheels
2 wood chairs
3 metal chairs
1 telephone
2 metal stack trays (1 eight stack and 1 two stack)
1 metal desk
1 metal file cabinet
1 desk chair on rollers
1 pink medical supply cupboard
1 Advance vacuum cleaner
Assorted cleaning supplies

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom left of the page.