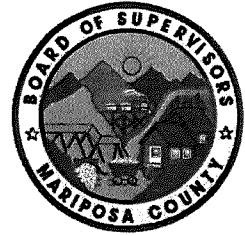


MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-615

MEETING: November 9, 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 \$125 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 July 20, 2004, the Board approved separate agreements with Archie's Mini Storage for storage spaces, via Resolutions 2004-060 and 2004-065.

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 Health and Human Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:

Archies Agreement - 151 and 169 (PDF)

REF ID# 12296

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

ARCHIE'S MINI STORAGE 800) 522-3540

Headquarters: P.O. BOX 924, Mariposa, CA 95338 LOCAL: (209) 966-5909

MAR

ACCESS CODE: N/A Vehicle Code per Entry Space No.: 151/1169 Occupant Supply Own Lock(s) ()

RES. NO. 21-1615

Occupant(s) Name: Mariposa County

APPROVED AS TO FORM: _____

Physical Address/City/Zip: _____

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

**STEVEN W. DAHLEM
COUNTY COUNSEL**

Phone: (Day) _____ (Eve.) _____ Driver's License No.: _____ Exp.: _____

Sp. No.: 151/1169 Size: 10x25 Rental Amount: \$ 125.00 Monthly, \$ _____ Bi-Yearly, \$ 1,425.00 Yearly

Owner hereby requests that occupant(s) provides an alternate name and address for contact purposes only:

Alternate Name: HEALTH AND HUMAN SERVICES AGENCY

Phone (209) 966-2000

Address/City/Zip: P.O. BOX 99 Mariposa, CA 95338

APPROVED AS TO FORM

Steven W. Dahlem

RENTAL AGREEMENT TERMS

- RENT DUE ON THE 1ST:** monthly \$ 125.00 Bi-Yrly/Yearly \$ 1,425.00. Rent is due, in advance, on the first day of each rental period month (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 administration fee.
- DEPOSITS:** Occupant shall pay, in advance, a deposit of \$ 25.00 to be refunded within two weeks after Occupant signs a vacate slip and returns the property clean.
- INSURANCE: ARCHIE'S MINI STORAGE, (hereafter known as AMS) DOES NOT PROVIDE INSURANCE OR GUARANTEE SECURITY, ANY ACTION AMS VOLUNTARILY TAKES TO INCREASE SECURITY FOR THE FACILITY SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OF SECURITY FOR OCCUPANT'S PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE OF PROVIDE FULL AND ADEQUATE COVERAGE OF 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 that he/she understands the provisions of this paragraph and agrees to these provisions.
- RELEASE BY 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.**
- 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 \$5000 for any purpose unless Occupant obtains prior written consent of owner.
- 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. COSTS TO DISPOSE OF SUCH SUBSTANCES BY LAWFUL COMPLIANCE SHALL BE BORNE BY THE OCCUPANT.
- 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 if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by Chapter 10, Division 8 (commencing with section 21700) of 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 month, and additional charges for sale or disposal. If you are paying by Bi-yearly 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 \$ 155.00 for Owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added. MS (Initials) (for acknowledgment).
- NO SMOKING:** Absolutely "NO SMOKING" in any storage unit.
- RULES:** Occupant acknowledges that AMS has furnished a copy of tenant Rules and Occupant agrees to abide by them. **LOCK CUTTING DEVICES ARE PROHIBITED FOR ANY USE ON THE PREMISES.** MS (Initials) (for acknowledgment).
- NO REFUNDS ON EARLY VACATES:** Credit may be given for unused rent, but no refunds will be given, Credits must be used within twelve months of issuance.
- PRICE CHANGE:** Prices are subject to change without notice.
- 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.
- ADDRESS CHANGE:** Occupant will notify AMS of any address or telephone change, in writing, within ten days.
- COVERING GOODS:** Occupant agrees to cover his goods to protect them against moist air, condensation, and dust.
- 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.
- ENTIRE AGREEMENT, ETC.:** There are no other conditions or agreements 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 its 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: *Mariposa County*

DATE: 11/10/2021

Method of Payment MADE BY: MAIL, CREDIT CARD, OR **DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.** Credit Cards Available: Visa, & MasterCard

Cash / Check / M.O. / Crd.Crd: Amt.: _____ Ck#: _____ Crd. Crd. #: _____ Exp. _____ Authorization Signature: _____ Date: _____

Site: Mariposa, CA Site: Ahwahnee, CA
MAKE CHECKS PAYABLE TO: ARCHIE'S MINI STORAGE
Mailing Address: P.O. Box 924
(Headquarters Office) Mariposa, CA 95338
Local: (209) 966-5909 (800) 522-3540

ProRate Next Month: _____
FIRST MONTH RENT: Rent: \$ 125.00
Deposit: 25.00
Fee: 5.00
Amt.: \$ 155.00

IMPORTANT: WRITE YOUR SPACE NUMBER ON YOUR PAYMENT.
WHITE-AMS (OWNERS COPY)

YELLOW - CUSTOMER COPY (your copy)