

**AGREEMENT TO TERMINATE LEASEHOLD
AND COOPERATIVE AGREEMENT**

This Agreement to Terminate Leasehold and Cooperative Agreement (“Agreement”) is made as of Oct 31, 2023, by the City of Fort Bragg, a California municipal corporation, referred to in this Agreement as “City,” and the County of Mendocino, a political subdivision of the State of California, referred to in this Agreement as “County.”

Recitals

A. City is the owner of certain real property situated in Mendocino County, referred to in this Agreement as the “property,” commonly known as 19701 Summers Lane, located near Fort Bragg, California, in Mendocino County.

B. City and County entered into a Cooperative Agreement for the Development of an Animal Control Facility on Summers Lane (the “Cooperative Agreement”), dated July 29, 1975, which set out certain agreements related to the closure of a then-existing animal control facility near Fort Bragg, the construction of a new County-operated animal control facility to be located on the City-owned property, and the operation of the animal control facility.

C. City and County executed a lease for the County-operated animal control facility on the property on February 8, 1977 (the “Lease”).

D. By the terms of the Lease, the property was leased to County for a term of fifty (50) years, beginning on February 8, 1977, and ending on February 8, 2027.

E. County has closed the animal control facility on the property and desires to terminate the Cooperative Agreement and the Lease and all rights to the possession of the property and to release City from its obligations under the lease.

F. City desires to terminate the Cooperative Agreement and accept County’s surrender and to release County from its obligations under the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual conditions and covenants hereinafter, City and County agree as follows:

1. Termination of Cooperative Agreement. City and County agree to terminate the Cooperative Agreement and agree that termination of the Cooperative Agreement is made with their mutual express intent to extinguish all obligations imposed on them by the Cooperative Agreement.

2. Surrender of Lease. County agrees to surrender the Lease and vacate the property as of December 1, 2023 (the "Surrender Date"). City agrees to accept County's surrender of the Lease and of the property, and, as provided by the Lease, the improvements on the property shall become the property of City, in an "as-is" condition including, without limitation, any defects or environmental conditions affecting the property, known or unknown.

a. City acknowledges that neither County nor its agents have made any warranties, implied or expressed, relating to the condition of the property. County and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to surrender. County makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. City agrees that County shall have no liability for any claim or losses that City or City's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the property.

b. City and County agree to discharge each other from all obligations under the Lease, including County's obligation to maintain insurance for the property as provided in the Lease, effective as of the Surrender Date.

3. Release. City and County shall, as of the Surrender Date, be fully and unconditionally released and discharged from the respective obligations of the Cooperative Agreement and the Lease arising after the Surrender Date from or connected with the provisions of the Cooperative Agreement and the Lease.

a. This Agreement shall fully and finally settle all demands, charges, claims, accounts, or causes of action of any nature arising out of, or in any way related to the Cooperative Agreement or the Lease and the building constructed by County on the property (collectively, "claims"), including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with the obligations of the parties under the Cooperative Agreement or the Lease after the Surrender Date.

b. Where this release is of a party to this Agreement, it is intended to extend to that party, to those persons or entities for whom that party may be vicariously liable, and that party's trustees, officers, employees, predecessors, successors and attorneys. The parties intend this release to be full and final and shall extend to all claims and damages past, present or future arising out of or in any way related to the claims.

c. The parties further intend this release to extend to all claims that each party may have against the other in any way related to the claims, regardless of whether they are known, suspected to exist, or unknown, and in this regard waive such protection as is afforded by California Civil Code section 1542 providing:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between City and County relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

5. Attorney's Fees. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

6. Governing Law. This Agreement shall be governed and construed under the laws of the State of California.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COMPANY NAME

Janelle Raus 10/12/2023

By: _____

DEPARTMENT HEAD DATE

Date: _____

Budgeted: Yes No

NAME AND ADDRESS OF CONTRACTOR:

Budget Unit: N/A

Bernie Norvell

Line Item: N/A

416 N. Franklin St.

Grant: Yes No

Fort Bragg, CA 95437

Grant No.: N/A

COUNTY OF MENDOCINO

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 10/31/2023

ATTEST:

COUNTY COUNSEL REVIEW:

DARCIE ANTLE, Clerk of said Board

APPROVED AS TO FORM:

By: Antle
Deputy 10/31/2023

CHRISTIAN M. CURTIS,
County Counsel

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

By: Christian M. Curtis
Deputy

DARCIE ANTLE, Clerk of said Board

Date: 10/12/2023

By: Antle
Deputy 10/31/2023

INSURANCE REVIEW:

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Risk Management

By: Li Hoh
Deputy CEO or Designee

Date: 10/12/2023

Date: 10/12/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____