RESOLUTION - ACTION REQUESTED 2020-202

MEETING: April 21, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MOU with DCSS for Rock House

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding Between Administration and the Department of Child Support Services for Use of 5101 Jones Street for Child Support Services; and Authorize the County Administrative Officer and Department of Child Support Services Director to Sign the Memorandum.

The Mariposa County Department of Child Support Services (DCSS) works closely with Mariposa's parents and guardians to establish a financial partnership that supports our children. These services enhance the quality of life for local children and families.

DCSS has been looking for a new location for several months. The current location, in the Health and Human Services (HHSA) building on Highway 49 North, is now needed for HHSA operations.

The property at 5101 Jones Street was made available earlier this year when the District Attorney's Office moved to a new location. This location, known commonly as the "Rock House", meets the needs of DCSS and the County.

Terms of the agreement include a base rent of $2,000 per month. Base rent includes use of the building, janitorial service, electricity, water and sewer. The term of the agreement will be for a total of 14 months beginning May 1, 2020. The County will complete some repairs and renovations prior to occupying the building; these improvements will be done with funding from the State of California.

These terms are appropriate for a lease in this location at this time. Staff recommends approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 4, 2019, the Board approved the purchase of property at 5300 Highway 49 in Mariposa for use as a health clinic. After some renovations were completed, public health and behavior health functions began using this space.
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On November 26, 2019, the Board approved renovations to County property at 5085 Bullion Street, which had been the prior home of the health clinic. The District Attorney’s Office moved into this space upon completion of the renovations, leaving 5101 Jones Street vacant.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Do not approve. DCSS will continue to look for an appropriate office space.

**FINANCIAL IMPACT:**
The general fund will receive $24,000 annually from this lease.

**ATTACHMENTS:**
County MOU for Child Support Services Office (DOCX)

**RESULT:** ADOPTED [UNANIMOUS]
**MOVER:** Merlin Jones, District II Supervisor
**SECONDER:** Miles Menetrey, District V Supervisor
**AYES:** Smallcombe, Jones, Long, Cann, Menetrey
MEMORANDUM OF UNDERSTANDING
BETWEEN MARIPOSA COUNTY ADMINISTRATION
AND
MARIPOSA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of May 1, 2020, by and between Mariposa County Administration ("Administration") and Mariposa County Department of Child Support Services ("DCSS").

WITNESSETH:

WHEREAS, the County of Mariposa owns real property located in the County of Mariposa commonly known as 5101 Jones Street, Mariposa, California ("Premises"); and

WHEREAS, the parties wish to provide for the leasing of the Premises to DCSS.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term.** The term of this lease shall be for fourteen (14) months, commencing May 1, 2020 and terminating June 30, 2021.

2. **Consideration.** DCSS shall pay to the County general fund, or as otherwise directed by the County Administrative Officer, the sum of Two Thousand Dollars ($2,000) per month for the use of space, utilities, janitorial and facility maintenance. This amount does not include furniture, communications, propane costs or building security. Additional services may be obtained through the County or through direct vendor at the cost of providing those services.

   Breakdown of monthly charges:

<table>
<thead>
<tr>
<th>Individual Charge</th>
<th>Monthly Cost</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Use Allowance</td>
<td>$120.00</td>
<td>$1,440.00</td>
</tr>
<tr>
<td>Janitorial Service</td>
<td>$1,292.00</td>
<td>$15,504.00</td>
</tr>
<tr>
<td>Electricity</td>
<td>$494.00</td>
<td>$5,934.00</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>$94.00</td>
<td>$1,128.00</td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td><strong>$2,000.00</strong></td>
<td><strong>$24,006.00</strong></td>
</tr>
</tbody>
</table>

3. **Use.** The Premises shall be used by DCSS staff to provide child support related services to customers.
4. **Assignment.** DCSS shall not assign this MOU nor any right hereunder, nor sublet the Premises, nor any part thereof, or suffer any other person to occupy the Premises or any portion thereof without prior written consent of the County Administrative Officer, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of the County Administrative Officer terminate this MOU.

5. **Tenant Improvements and Alterations.** As an express condition of this Lease, Administration agrees to modify the leased Premises, to the satisfaction of DCSS, as set forth in Exhibit A. Costs associated to Exhibit A shall be borne by DCSS. DCSS shall not make any additional improvements or alternations to the Premises without the prior written consent of the County Administrative Officer, which consent shall not be unreasonably withheld.

6. **Maintenance and Repair.** DCSS shall keep and maintain the Premises in good condition and repair during the term hereof and as set forth herein. DCSS will be responsible for all maintenance and repairs, including but not limited to heat, air conditioning, water, and sewer up to a maximum cumulative amount of Ten Thousand Dollars ($10,000) per fiscal year (July 1 through June 30). Routine cleaning, including but not limited to windows and carpeting, shall not be included in this amount.

7. **Abatement of Rent.** In the event of Partial Damage to or Total Destruction of the Premises, the rent payable by DCSS for the period of the repair, remediation or restoration of such damage shall be abated. The abatement shall be from the date of damage or destruction in proportion to the degree to which DCSS’ use of the Premises is impaired.

Partial Damage shall mean damage or destruction to the Premises, other than DCSS’ own alterations, which can reasonably be repaired in sixty (60) days or less from the date of the damage or destruction. Total Destruction shall mean damage or destruction to the Premises which cannot reasonably be repaired in sixty (60) days or less from the date of the damage or destruction. The Damage or Destruction may result from conditions of weather, flood, fire, earthquake, any other identifiable event of a sudden, unexpected or unusual nature, condemnation of the Premises to be uninhabitable, or due to a hazardous substance condition for which DCSS is not responsible under this Lease.
8. **Compliance with Law.** DCSS shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

9. **Surrender of Possession:** At the expiration of this MOU, DCSS promises and agrees to deliver unto County the Premises in as good condition as at the date of execution of this MOU, reasonable wear and tear excepted.

10. **Modifications of MOU.** This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

11. **Nondiscrimination.** Neither DCSS, nor any officer, agent, employee, servant, or subcontractor of DCSS shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

12. **Notices.** All notices required or provided for in this MOU shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

**Notice to Administration shall be addressed as follows:**
County Administrative Officer  
P.O. Box 789  
Mariposa, California 95338

**Notice to DCSS shall be addressed as follows:**
Director of Department of Child Support Services  
P.O. Box 748  
Mariposa, California 95338
IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

MARIPOSA COUNTY ADMINISTRATION:

Dallin Kimble
County Administrative Officer

Date 5/5/2020

MARIPOSA COUNTY
DEPARTMENT OF CHILD
SUPPORT SERVICES:

Sharon Wardale-Trejo
Director

Date 4/29/20

Steven W. Dahlem
County Counsel
**Exhibit A**

**Public Works: Child Support Services Tenant Improvements and Cost Proposal**  
5101 Jones St. Mariposa, CA 95338

- All necessary plans, permits, and inspections obtained
- Remove existing wall in entry to provide opening to public lobby
- Remove existing entryway secured door and relocate in public lobby
- Construct new wall in public lobby to create interview room
- Enclose server room with accessible door
- All electrical outlets, switches, and data will be relocated as needed
- Secure two existing rear facing doors
- Relocate all HVAC registers and return vents as needed
- Install key card access for four exterior doors and three interior doors
- Interior public lobby door will also be push button controlled
- Install stand-alone climate control unit in server room
- Paint all interior existing walls and doors
- Replace existing carpet, entryway and kitchen floor area to remain as is

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Commercial Plans and permits</td>
<td>398.00</td>
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<tr>
<td>CASP (ADA) Review and Inspections</td>
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<td>Electrical and Data</td>
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<td>HVAC</td>
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<td>Card Access</td>
<td>11,753.00</td>
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<tr>
<td>Server Room AC</td>
<td>3,220.00</td>
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<tr>
<td>New Walls, Doors &amp; Hardware</td>
<td>5,600.00</td>
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<tr>
<td>Misc. Material and Supplies</td>
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<tr>
<td>Labor</td>
<td>50,590.00</td>
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</tbody>
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**Total:** 78,230.00