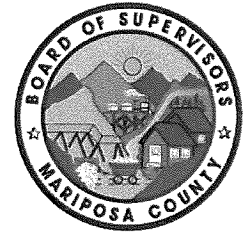


# MARIPOSA COUNTY

Administration • 966-3222



## RESOLUTION - ACTION REQUESTED 2021-465

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MOU with Victim Witness for Office Space at 5085 Bullion Street

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa, a subdivision of the State of California, and Mariposa County Victim Witness Services, a division of the Mariposa County District Attorney's Office, for Office Space at 5085 Bullion Street; and Authorize the Board of Supervisors Chair to Sign the MOU.

Victim Witness is a program through which the District Attorney's office informs crime victims of their legal rights and provides a variety of services through partnership with local, state, and federal agencies.

Victim Witness previously leased space at 4975 9<sup>th</sup> Street, and 5080 Jones Street, but joined the District Attorney's Office when the property at 5085 Bullion Street became available last year due to the relocation of the Public Health Department. This location meets the needs of Victim Witness and the County.

Terms of the agreement include a base rent of \$49.41 per month-- the maximum allowable by law-- as well as itemized equal monthly payments for janitorial service, utilities and maintenance. The total monthly payment will be \$953.66. The term of the agreement will be for a total of twelve (12) months beginning July 1, 2021.

This MOU does not meet the parameters to be approved under purchasing Ordinance 1124, pursuant to Government Code Section 25350.51: No contract, purchase order, requisition, or lease by the purchasing agent shall be for a term longer than one year unless approved by the board of supervisors.

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.

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 and Victim Witness moved into this space upon completion of the renovations.

On November 10, 2020, the Board approved a 28 month MOU, which expired on June 30, 2021.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve. The County General Fund will bear the cost of operating the Victim Witness unit at their current location.

**FINANCIAL IMPACT:**

**The general fund will receive \$11,443.86 annually from this lease.**

**ATTACHMENTS:**

**Victim Witness MOU for DA Office Space (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Tom Sweeney, District II Supervisors

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MARIPOSA COUNTY ADMINISTRATION  
AND  
MARIPOSA COUNTY VICTIM WITNESS SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING** (MOU) is made and entered into as of August 10th, 2021, by and between Mariposa County Administration ("Administration") and Mariposa County Victim Witness Services ("VW").

**WITNESSETH:**

**WHEREAS**, the County of Mariposa owns real property located in the County of Mariposa commonly known as 5085 Bullion Street, Mariposa, California ("Premises"); and

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

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

1. **Term.** The term of this lease shall be for twelve (12) months, commencing July 1, 2021 and terminating June 30, 2022.
  
2. **Consideration.** VW shall pay to the County general fund, or as otherwise directed by the County Administration Officer, the sum of nine hundred fifty-three dollars and sixty-six cents, (\$953.66) per month for the use of space, utilities, janitorial, and facility maintenance. This amount does not include furniture or communications. Additional services may be obtained through the County or through a direct vendor at the cost of providing those services.

The amount represents 18% of the total costs associated with the District Attorney's offices, because the Victim Witness square footage is 18% or 622 square feet for Victim Witness out of 3,350 total square feet in the building.

**Breakdown of Monthly Charges:**

<b>Charge</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Building Use Allowance	\$49.91	\$598.86
Janitorial Service	\$328.02	\$3936.24
Electricity	\$128.91	\$1,546.92
Water & Sewer	\$23.97	\$287.64
Propane	\$28.35	\$340.20
Maintenance	\$394.50	\$4,734.00
Total Costs	\$953.66	\$11,443.86

3. **Use.** The Premises shall be used by VW staff to provide victim witness related services to customers.
4. **Assignment.** VW 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 VW, as set forth in Exhibit A. Costs associated to Exhibit A shall be borne by VW. VW 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.** VW shall keep and maintain the Premises in good condition and repair during the term hereof and as set forth herein. VW 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 VW 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 VW's use of the Premises is impaired.

Partial Damage shall mean damage or destruction to the Premises, other than VW's 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 VW is not responsible under this Lease.

8. **Compliance with Law.** VW 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, VW 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 VW, nor any officer, agent, employee, servant, or subcontractor of VW 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 784  
Mariposa, California 95338

**Notice to VW shall be addressed as follows:**

Victim Witness Services  
P.O. Box 730  
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 BOARD OF SUPERVISORS:

MARIPOSA COUNTY DISTRICT ATTORNEY/  
VICTIM WITNESS SERVICES

57CF307CEA1  
  
ZorroSign

Marshall Long, Chair  
Mariposa County Board of Supervisors

57CF307CEBF  
  
ZorroSign

Walter Wall  
District Attorney /  
Victim Witness Project Director

Date 08/10/2021

Date 08/11/2021

Approved as to Legal Form:

57CF307CE97  
  
ZorroSign

Steven W. Dahlem  
County Counsel

Countersigned:

57CF307CEB5  
  
ZorroSign

Rene LaRoche, Clerk of the Board