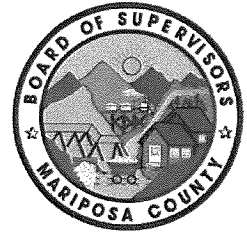


MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2021-491

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MOU with Child Support Services for Office Space at 5101 Jones Street

RECOMMENDATION AND JUSTIFICATION:

Approve a Sixty-Month Memorandum of Understanding (MOU) Between Mariposa County Administration and Mariposa County Child Support Services for Office Space at 5101 Jones Street (\$17,280); and Authorize the Respective Department Directors to Sign the MOU.

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

State regulations limit the maximum monthly lease to one twelfth (1/12) of two percent (2%) of the original purchase price. Staff recommends the maximum monthly lease, which is \$120 per month or \$1,440 annually.

The term of the lease is sixty (60) months from July 1, 2021 - June 30, 2026. The lease term is intended to provide a reasonable opportunity for review while minimizing unnecessary administrative activity. Request for approval was delayed while clarifying a transfer of some items to the cost plan as will be explained below, but the building has continued to be occupied and staff is requesting retroactive approval.

A prior version of this lease also included janitorial service, electricity, water and sewer. These expenses will now be paid through the cost plan and so do not need to be included in the lease agreement also.

Finding the terms appropriate for a lease in this location at this time, staff recommends approval of this MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 21, 2020, the Board approved Resolution 2020-202, an MOU with DCSS for office space at 5101 Jones Street in Mariposa. This MOU was for a term of fourteen (14) months at two thousand dollars (\$2,000.00) per month.

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 moved into this space upon completion of the renovations, leaving 5101 Jones Street vacant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. The County General Fund will bear the cost of housing DCSS or staff will need direction to move DCSS to an alternate location.

FINANCIAL IMPACT:

The general fund will receive \$1,440.00 annually from this lease.

ATTACHMENTS:

DCSS MOU with County for Rock House (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, 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 August 24th, 2021, 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 sixty (60) months, commencing July 1, 2021 and terminating June 30, 2026.
2. **Consideration**. DCSS shall pay one hundred twenty dollars (\$120.00) per month for the use of space. This amount does not include utilities, maintenance, janitorial service, 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. Lease payments shall be due by the tenth (10th) day of each month.
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.** DCSS shall not make 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:

MARIPOSA COUNTY
DEPARTMENT OF CHILD
SUPPORT SERVICES:

5909FA3941B
Jay D Kimble
ZarraSign

Dallin Kimble
County Administrative Officer

5909FA3942F
Sharon Wardale Trejo
ZarraSign

Sharon Wardale-Trejo
Director

Date 08/25/2021

Date 08/25/2021

Approved as to Legal Form:

5909FA39411
Steven W. Dahlem
ZarraSign

Steven W. Dahlem