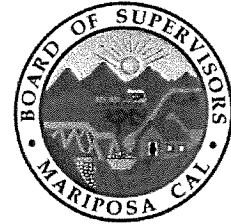




# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



## **RESOLUTION - ACTION REQUESTED 2019-484**

MEETING: August 20, 2019  
TO: The Board of Supervisors  
FROM: Chevon Kothari, Health and Human Services Director  
RE: HHSA-County MOU for Lease of Former Rose Bldg.

---

### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Memorandum of Understanding (MOU) with the County of Mariposa to lease the premises located at 5333 Highway 49 North, Mariposa, California to the Health and Human Services Agency (HHSA) to be used to provide community health and behavioral health services to residents of Mariposa County; and Authorize the County Administrative Officer to Sign the Agreement.

The facility is conveniently located and is being remodeled to better serve clients. The HHSA has recently consolidated Community Health with the Behavioral Health programs into the new Health Division at HHSA. Community Health staff will vacate the 5085 Bullion Street location and relocate to the new facility. The Agency expects to expand the ability of the integrated Health Division to serve county residents at this facility.

The term of the proposed Lease Agreement is from July 1, 2019, through June 30, 2024. According to the terms of the MOU, HHSA shall pay to the County general fund, or as otherwise directed by the County Administration Officer, the sum of \$7,000 per month for fifty-nine (59) months commencing as of July 1, 2019. HHSA shall make a final payment of \$51,497.51 on June 1, 2024.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

This is a new lease of the premises newly acquired by the County.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the Board chooses not to approve the Lease Agreement, HHSA would lose the opportunity to utilize this convenient location to provide community health and behavioral health services to residents of Mariposa County.

### **FINANCIAL IMPACT:**

**Funds are available within the Behavioral Health, MHSA, and Public Health budgets for this lease agreement. This conveniently located facility should enhance the ability to expand services and increase revenue. There is no impact to the County general fund.**

## Resolution - Action Requested 2019-484

**ATTACHMENTS:**

**HHSA-County MOU for former Rose Bldg (PDF)**

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

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Kevin Cann, District IV Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MARIPOSA COUNTY ADMINISTRATION  
AND  
MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY**

**THIS MEMORANDUM OF UNDERSTANDING** (MOU) is made and entered into as of July 1, 2019, by and between Mariposa County Administration ("Administration") and Mariposa County Health and Human Services Agency ("HHSA").

**WITNESSETH:**

**WHEREAS**, the County of Mariposa owns real property located in the County of Mariposa commonly known as 5333 Highway 49 North and identified as Assessor's Parcel Number 013-010-0030 ("Premises"); and

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

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

1. **Term**. This MOU shall be deemed in force as of the date first above written and shall remain in effect until June 30, 2024, unless sooner terminated as provided for herein.
2. **Consideration**. HHSA shall pay to the County general fund, or as otherwise directed by the County Administration Officer, the sum of Seven Thousand Dollars (\$7,000) per month for fifty-nine (59) months commencing as of July 1, 2019. HHSA shall make a final payment of Fifty-One Thousand Four Hundred Ninety-Seven Dollars and 51/100 (\$51,497.51) on June 1, 2024.
3. **Use**. The Premises shall be used to provide community health and behavioral health services to residents of Mariposa County.
4. **Assignment**. HHSA 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. **Improvements and Alterations.** HHSA shall not make any 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.** HHSA shall keep and maintain the Premises in good condition and repair during the term hereof and as set forth herein. HHSA 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. **Compliance with Law.** HHSA 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.

8. **Surrender of Possession:** At the expiration of this MOU, HHSA 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.

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

10. **Nondiscrimination.** Neither HHSA, nor any officer, agent, employee, servant, or subcontractor of HHSA 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.

11. **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 HHS shall be addressed as follows:**


Director of Health and Human Services Agency  
P.O. Box 99  
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 HEALTH AND HUMAN SERVICES AGENCY:

  
\_\_\_\_\_  
Dallin Kimble  
County Administrative Officer

  
\_\_\_\_\_  
Chevon Kothari  
Director

Date 8/20/19

Date 8-6-19

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
STEVEN W. DAHLEM  
COUNTY COUNSEL