

PLAN OF COOPERATION BETWEEN  
THE HUMBOLDT COUNTY ECONOMIC DEVELOPMENT  
AND  
THE HUMBOLDT COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

**1 - Purpose**

The Humboldt County Department of Child Support Services (DCSS) has entered into a Commercial Lease dated May 3<sup>rd</sup>, 2011 (MASTER LEASE) for use of use of office, common area and parking at 2420 6<sup>th</sup> St., Eureka, CA. The following Plan of Cooperation (PLAN) is entered into between the Humboldt County Department of Child Support Services (DCSS) and Humboldt County CAO's office of Economic Development (HCED) program for the temporary use of said office, common area and parking space and the delineation of responsibilities and sharing of costs for said use, and is subject to the provisions as set forth in the MASTER LEASE (Exhibit A – MASTER LEASE).

1. HCED shall temporarily sublease the space depicted in Exhibit B.
2. County shall remodel a portion of the north side of the master Premises for permanent use by HCED. See Exhibit D.

**2 - Rental Space of Premises**

HCED will occupy separately secured office and storage space of approximately 1890 square feet (PREMISES), as shown on Exhibit B – Floor Plan. In addition, HCED will pay a pro-rated share of rent cost for the use of the restrooms, conference room, and kitchen. Each party to this PLAN will be responsible for and operate their individual secure operational areas.

HCED shall have the use of off-street parking spaces (Parking Area) to support its clients and staff on a first come, first serve basis, as shown on Exhibit C – Parking and Vicinity Map.

HCED shall have use of existing cubicles, furniture and equipment in the PREMISES for the term of this PLAN.

**3 - Responsibilities**

DCSS may, as provided by federal and State law, enter into cooperative agreements with other County departments and outside agencies as necessary to carry out its responsibilities under this Plan. When such delegation is made, DCSS shall be responsible and accountable for the execution of such duties within the County and shall ensure all functions are being carried out properly, efficiently, and effectively.

**4 - DCSS shall have the following responsibilities:**

1. DCSS will notify and coordinate any network, key system and alarm outages that may affect HCED.
2. Provide reports of services provided pursuant to this PLAN, as required, in a format to be agreed upon between DCSS and HCED.
3. Provide copies of time study reports monthly to HCED for any additional hours that DCSS's technical staff has expended supporting HCED on the network, key system, or alarm service;
4. Continue working with the CAO's office to handle breaking out communications billings on behalf of HCED.
5. Provide access to the necessary data line connections to permit HCED computers to connect to the county network services i.e., add, move changes and any additional costs to be paid by HCED. Provide support to HCED with the building security system, and alarm

as needed. DCSS will provide the necessary scan cards and key fobs for building and parking lot entry; however, all costs for those items will be paid for by HCED.

6. Provide janitorial services for the HCED PREMISES as provided for in main lease.
7. Provide DCSS inventory (desks, cubicles, furniture, etc.) for HCED's use.

#### **5 - HCED shall have the following responsibilities**

1. Work with DCSS on building security issues (alarm set-ups, etc.) and pay for costs associated with access to the premises (scan cards, key fobs, etc.).
2. Pay for any excessive cleaning charges or use of consumables on a timely basis.
3. Maintain DCSS inventory (desks, cubicles, furniture, etc.) in good condition.
4. Pay any additional costs associated with data line connections to permit HCED computers to connect to the county network and telephone services.
5. HCED shall report facility maintenance issues to Public Works – Real Property.
6. Should HCED staff trigger a false security alarm in which the Eureka Police Department responds, HCED shall be responsible for any charges or fees which result from such false alarm.

#### **6 - HCED and DCSS shall have the following responsibilities**

1. HCED and DCSS shall meet periodically to discuss issues of mutual interest and concern that may arise in connection with the services provided under this PLAN, for work requests under this PLAN, and formats for reports or other products from services performed; and
2. To execute amendments to this PLAN pursuant to agreement whenever necessary to reflect new or revised federal statutes and/or regulations, material changes in State law, and/or changes in State policy, or State or local agency operation or organization.
3. HCED and DCSS both acknowledge HCED PREMISES is not a public space and neither party shall allow the public to enter the HCED PREMISES, with the exception of Section 6 (4) below.
4. If necessary, should HCED have member(s) of the public enter their PREMISES, EcDev shall notice DCSS, per Section 7 – Contact Information, of the individual(s) name(s), day and time of the visit.

#### **7 - Contact Information**

##### **Department of Child Support Services:**

Bennett Hoffmann, Director	(707) 441-3262
Stacey Costa, Business Mgr.	(707) 441-3220
Clto Torres, IT Supervisor	(707) 441-3293

##### **Humboldt County Economic Development:**

Elishia Hayes, Assistant CAO	(707) 476-2386
Karen Clower, Deputy CAO	(707) 476-2383
Scott Adair, Director of Economic Development	(707) 445-7745

#### **8 - Financial Provisions**

DCSS shall maintain an accounting system and supporting fiscal records adequate to ensure that HCED claims for federal funds are in accordance with applicable federal and State requirements.

DCSS shall submit to HCED a detailed invoice statement for all reimbursable costs for each month that may be claimed as associated with the HCED operations and provided pursuant to this

PLAN within ten (10) business days from the last day of the end of each month. The statement shall be in a format agreed upon between DCSS and HCED and must be supported with fiscal records adequate to ensure that claims for reimbursement are according to federal and State requirements. HCED shall retain such records as required by federal and State regulations.

Each party shall permit the authorized representative of the County or its designee, including State or federal auditors, to inspect and/or audit, at any reasonable time, all data and records relating to performance, case processing, and billing to the State under this PLAN.

### **9 - Rent**

HCED shall pay monthly rent to DCSS for the use of the PREMISES as described below. The total rent shall be Three Thousand Three Hundred Sixty-Four Dollars and Twenty Cents (\$3,364.20) per month, due on the first of each month in advance effective at the commencement term of this Plan.

Dedicated Area. Three Thousand Three Hundred Sixty-Four Dollars and Twenty Cents (\$3,364.20) per month for dedicated use of 1,890 square feet. The calculation of rent is as follows:

- a. HCED Dedicated Area = 1,890 sq. ft.
- b. MASTER LEASE rent per square foot = \$1.78/sq. ft.
- c. HCED Dedicated Area rent = Dedicated area (1,890sqft) x MASTER LEASE rent per square foot (\$1.78) = \$3,364.20

The Total amount of rents as described above shall be Invoiced to HCED on a monthly basis.

Rent shall be paid in advance on the first day of each month, except in the event that HCED's occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the PREMISES are ready for occupancy during such month.

### **10 - Utilities**

DCSS agrees to furnish gas, water/sewer and electricity supplied to and used in the HCED Premises, unless such use is determined by DCSS to be unreasonable. HCED agrees to pay DCSS Twenty-Five dollars (\$25.00) per month, paid in accordance with Section 9 (RENT) above.

### **11 - Term**

The term of this MOU shall be entered into on a month-to-month basis, beginning July 1, 2021, and will automatically renew on the first day of each subsequent month unless terminated by either party. Either party may terminate the PLAN, with or without cause, by giving a thirty (30) day written notice to the other party of its respective intention to terminate.

### **12 - Janitorial Services**

DCSS master building lease includes janitorial services and supplies within the HCED PREMISES. HCED shall help maintain the HCED PREMISES at all times in a neat, orderly, and safe condition.

### **13 - Correction Action Plan**



Should either party be found deficient in any aspect of performance under this PLAN or fail to perform under the agreed standards, the deficient party will have the responsibility of submitting a

proposed corrective action plan to the other party. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within 45 days after notification of deficiencies by the other party. Should the deficient party fail to present a corrective action plan as required or take appropriate corrective action, this PLAN will automatically terminate.

**14 - General Provisions**

All records and documentation shall be maintained in accordance with federal and State requirements and shall be made available to State and federal personnel for the purpose of conducting audits of the support program. The contracting party is responsible for safeguarding all information in accordance with Family Code section 17212.

**15 - Execution**

Amy Nilsen, Humboldt County CAO  Date: <u>5/25/21</u>	Bennett Hoffmann, Director of Child Support Services  Date: <u>5/25/21</u>
--	--