

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA BARBARA COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND
SANTA BARBARA COUNTY DEPARTMENT OF ALCOHOL,
DRUG AND MENTAL HEALTH SERVICES

It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (DSS) and several other agencies, one of which is the Santa Barbara County Department of Alcohol, Drug and Mental Health Services (hereinafter "ADMH"). The Center will provide training and employment services for job seekers plus job listings and employees for the business community. After hours and weekend services will be conducted from this Center. Operations of the WRC will be in the accordance with the following provisions.

1. Fiscal Agent: DSS has been designated as the fiscal agent for this facility. Basic co-location costs include lease, utilities, basic phone, data services linkage support and inside janitorial and maintenance service as well as other miscellaneous cost that benefit the WRC. Other costs include furniture and any tenant improvements specific to ADMH.
2. Designated Contacts for this MOU:

County of Santa Barbara
Department of Social Services
Kathy Gallagher, Deputy Director
2125 S. Centerpointe Parkway
Santa Maria, CA 93455

Santa Barbara County Dept. of Alcohol,
Drug and Mental Health Services
Al Rodriguez, Program Manager
300 N. San Antonio Road, 1st Floor
Santa Barbara, CA 93110
3. Term: This Memorandum of Understanding (hereinafter "MOU") is effective March 10, 2000. It will be in effect until June 30, 2000 or until this MOU is otherwise modified by a superseding agreement entered into by the respective organizations.
4. Pro-ration of building area: ADMH shall have use of the certain portions of the leased premises called dedicated space which is delineated on the attached drawing, labeled Exhibit "A". In addition, each organization will have access to restrooms, conference rooms and other "common areas" as shown on Exhibit "A". The total lease rate for ADMH space is \$1.17 per square foot. Included in

that amount is \$0.97 per square foot as the basic rate for dedicated space and the allocation of common area space based on the "cost allocation methodology" and definition of common area. An amount not to exceed \$0.25 per square foot shall be included to pay for taxes, insurance and exterior maintenance. Initially the triple net costs (taxes, exterior maintenance and Insurance) is estimated at \$0.20 per square foot. An administrative fee for building management and fiscal accounting may be included.

Cost Allocation Method: The cost allocation methodology will be based on partner's dedicated square footage plus an accompanying percentage of the common areas utilized by the agency's staff.

- 1) Dedicated areas are defined as those areas used exclusively by the partner such as individual worker space, exclusive storage space, workshops/conference space used entirely by the partner, etc.
 - 2) Common areas include spaces such as lobbies, non-designated conference rooms, restrooms, corridors, break rooms, etc. that are used by all the partners.
5. The dedicated area occupied by ADMH is equal to 71.25 square feet. This means that ADMH has 0.43 per cent (used as the allocation factor) of the total dedicated space at the Workforce Resource. The common area associated with the dedicated space is 62.92 square feet. The total square footage billable to ADMH is 134.17. The monthly space rent for ADMH will be the total square feet multiplied by the rental rate of \$0.97 per square foot plus the triple net amount (NNN) that is estimated at \$.20 per square foot for a total amount of \$156.98. (See attached Exhibit "B" which is a spreadsheet titled "WRC Lease and Operation Costs".)
6. Other monthly expenses include janitorial service, utility expense, and building maintenance, which are computed by using the allocation factor of 0.43%. Those additional costs amount to approximately \$55.57 per month. This amount will change from time to time as the utilities and administrative fees are re-computed.
7. In addition to the monthly rent and expenses associated with the building, the lease of telephone equipment is charged to the agencies based on the actual number of instruments assigned to ADMH staff. Local seven (7) digit dialing (measured service) and long distance will be tracked by Santa Barbara County's telephone system and ADMH will be billed separately for any calls made by their staff from the telephone number and instrument assigned to that staff.

The projected share of these costs per month for ADMH is \$27.33 (1 Instrument @ \$27.33) plus actual toll calls and measured local services. These costs will vary from month to month based on the actual usage of the telephone system.

8. Local Area Network and Wide Area Network (LAN/WAN) systems will be used in the WRC. Data Services will install and service the LAN/WAN systems and be responsible for related data Communications equipment except that of the State Employment Development Department (EDD). All partners except EDD will be allocated a share of the expense to service the County LAN/WAN and will have 'port access' based on the number of computers each partner requires connected to the LAN/WAN at the WRC. The allocated cost for ADMH is estimated at \$142.91 per month (maintenance support and port access for 1 computer on the County LAN/WAN). State EDD LAN/WAN systems and equipment will be serviced and paid by the State Employment Development Department. ADMH will be responsible for all ADMH equipment such as PC's, printers, modems, or other computer equipment installed and used at the WRC.
9. DSS Fiscal Responsibilities
 - a. The Fiscal Agent will be responsible for processing all payments for co-location costs.
 - b. The Fiscal Agent will perform the allocation process (i.e., monthly, quarterly, semi-annually) and invoice the partners for their respective shares by the 15th day of each month beginning with the second month and ending in the thirteenth month from the start of the Agreement. Invoices shall be detailed, in triplicate and in arrears. Invoice must reference the contract/agreement number. The invoice will also serve as the report of facility cost operation by each partner.
 - c. Partners will remit payment within 30 calendar days of receipt.
 - d. The Fiscal Agent will close-out all facility costs, invoicing and reporting with 45 calendar days from the end of the agreement period.
 - e. DSS will bill ADMH monthly for the costs itemized above. DSS will do a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments will be made to the monthly invoice for ADMH. The initial monthly invoice will be \$382.78 plus actual toll calls incurred by ADMH staff.
10. Monitoring of Fiscal Agent

Each partner may examine the Fiscal Agent's accounts at the location of the Fiscal Agent's records on a quarterly basis. The monitor must provide two weeks notice of the intent to examine.
11. DSS Other Responsibilities

- a. DSS agrees to provide to each partner agency the name of the responsible manager who will coordinate the provision of local maintenance and facilities repair, computer moves, adds or changes.
 - b. DSS agrees to designate parking spaces/areas for agency vehicles.
 - c. DSS agrees to provide each partner agency with a copy of the master lease and attachments.
 - d. DSS agrees to defend and hold ADMH and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs including all costs of defense thereof, caused by, arising out of, or in any way related to DSS's action or omissions in the performance of this agreement.
 - e. DSS agrees to provide the WRC partnership with the following LAN Administration services for those PCs and printers connected to the County LAN/WAN:
 - Management of a Novell NetWare Fileserver that will provide and maintain access to Email, Office Applications and File and Printing services.
 - Login and Password maintenance to ensure each user can access the above mentioned services seamlessly.
 - Printer and Print Queue management for shared printer resources as required by the WRC partners.
 - New user additions as required by the WRC partners.
 - Old user deletions as required by the WRC partners.
 - f. Data Services must agree to provide the WRC partners with the following:
 - Network connectivity as required by the WRC partners.
 - Network reliability as required by the WRC partners.
 - Adequate network performance as required by the WRC partners.
12. Alcohol, Drug and Mental Health Services Responsibilities:
- a. ADMH agrees to be responsible for any additional costs, such as replacement associated with equipment and/or machines brought to the WRC; i.e., cabinets, fax machines, copiers, PC's, printers, etc. by Alcohol, Drug and Mental Health Services.
 - b. ADMH agrees to be responsible to pay for any maintenance on equipment brought to the Workforce Resource Center by Alcohol, Drug and Mental Health Services.

- c. ADMH agrees to keep DSS informed of any staffing or operational changes that would effect the annual reconciliation and re-allocation process.
- d. ADMH agrees to notify DSS of any changes in the wiring (data, phone, electrical) needs.
- e. ADMH agrees to pay for the installation and/or changes to wiring (data, phone, electrical) needs after initial occupancy in the WRC.
- f. ADMH agrees to direct staff to use designated parking areas for private vehicles and agency vehicles.
- g. ADMH agrees to abide by the conventions, rules, and standards established for use in the Workforce Resource Center.
- h. ADMH agrees to defend and hold DSS and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs including all costs of defense thereof, caused by, arising out of, or in any way related to DSS's action or omissions in the performance of this agreement.
- i. ADMH agrees to purchase licenses for software used on their computers connected to the County network. This includes Novell node licenses, GroupWise e-mail licenses, and any other office software such as WORD, Excel, ACCESS, etc. ADMH agrees to track such licenses in case of audit.

The MOU may be amended at any time by written consent of both parties. Either party may terminate this MOU upon ninety (90) days written notice to the other party.

The undersigned affirms to the Santa Barbara County Department of Alcohol, Drug and Mental Health Services that it shall not discriminate against any person, in any aspect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age sexual orientation, mental or physical disability or status as a Vietnam-era veteran.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

By Charlene A. Chase
Charlene A. Chase, Director

Dated 5/24/01

SANTA BARBARA COUNTY
DEPARTMENT OF ALCOHOL, DRUG
AND MENTAL HEALTH SERVICES

By CHATCHOLAN MD
f. Merna McMillan, Ph.D., Director

Dated 5/11/01