

MEMORANDUM OF UNDERSTANDING #5627
Community Development Block Grant - Coronavirus (CDBG-CV) Funding

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into by and between the County of El Dorado, a political subdivision of the State of California, Health and Human Services Agency (hereinafter referred to as “HHSA”), and the City of Placerville (hereinafter referred to as “City”);

RECITALS

WHEREAS, The City has been allocated \$421,363 in Community Development Block Grant – Coronavirus (CDGB-CV) Funding. These funds represent the combined allocation of three (3) rounds of funding with \$83,576 from round one (1), \$254,775 from round two (2), and \$83,012 from round three (3); and

WHEREAS, To most effectively address the needs of persons experiencing homelessness in this community, City agrees to provide this funding to County so that it may be combined with the El Dorado County allocation for the acquisition of a property to provide Transitional Supportive Housing (TSH) in El Dorado County and to be used to reduce populations in encampments in Placerville.

WHEREAS, the City has identified and has authorized El Dorado County Health and Human Services Agency (HHSA) to act as the Administrative Entity for the CDBG-CV funding, administered by the California Department of Housing and Community Development via Resolution 8953 approved by the City on April 13, 2021, attached hereto and incorporated by reference herein; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW, THEREFORE, County and City mutually agree as follows:

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ARTICLE I

Responsibilities:

A. County agrees to:

1. As the Administrative Entity for the City, County shall apply for CDBG-CV funding through the California Department of Housing and Community Development, on behalf of City,

B. City agrees to:

1. City shall, in accordance with City Resolution 8953, authorize County to combine its CDBG-CV funds with the El Dorado County allocation for the acquisition of a property to provide Transitional Supportive Housing (TSH) in El Dorado County and to be used to reduce populations in encampments in Placerville.

C. City and County agree to:

1. Work collaboratively in the site selection process prior to the acquisition of any real property for the proposed TSH allowing for the mutual endorsement of the TSH site to benefit both City and County.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

ARTICLE III

Fiscal: There shall be no remuneration between the parties hereto.

ARTICLE IV

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Default, Termination, and Cancellation: Termination or Cancellation without Cause: Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice by County without cause. Upon receipt of a Notice of Termination, County and City shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667

ATTN: Contracts Unit

or to such other location as the County directs.

Notices to City shall be addressed as follows:

CITY OF PLACERVILLE
3101 Center Street
Placerville, CA 95667
ATTN: Cleve Morris

or to such other location as City directs.

ARTICLE VII

Change of Address: In the event of a change in address for City's principal place of business, City shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties". Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE VIII

Indemnity: City shall indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of City, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

County shall indemnify, defend and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

ARTICLE IX

Insurance: All parties to this MOU are self-insured and shall provide a letter of self-insurance, if requested to do so by the other party during the term of this MOU.

ARTICLE X

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by City under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal interest

or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE XI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by City under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. City attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of City relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in the Article in the MOU titled, "Default, Termination and Cancellation".

ARTICLE XIII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XV

Administrator: The County Officer or employee with responsibility for administering this MOU is Alyson McMillan, MSW, Program Manager, or successor.

ARTICLE XVI

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XVII

Partial Invalidity: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XIX

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XX

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Alyson McMillan, MSW
Program Manager
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon
Director

Dated: _____

Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CITY OF PLACERVILLE --

Dated: _____

By: _____

Dennis Thomas, Mayor
City of Placerville
"City"

ATTEST:
Regina O'Connell, City Clerk

By: _____
City Clerk

Dated: _____

(AMW)