

MEMORANDUM OF UNDERSTANDING #8315 9566
Regionally Coordinated Homeless Action Plan Commitment

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of El Dorado, (hereinafter referred to as "County") a political subdivision of the State of California, Health and Human Services Agency ("HHSA"), and the El Dorado County Continuum of Care known as the El Dorado Opportunity Knocks Continuum of Care (hereinafter referred to as "EDOK CoC") and collectively as ("Parties");

RECITALS

WHEREAS, on September 29, 2023, the California Interagency Council on Homelessness (Cal ICH) announced the availability of the Regionally Coordinated Homeless Housing, Assistance and Prevention (HHAP) Program Round 5 (HHAP-5) grant funding. The California legislature appropriated \$1 billion to fund HHAP-5, which makes available \$760 million of the \$1 billion appropriated to eligible cities, counties, and Continuums of Care (CoCs) as the HHAP-5 base allocations and \$9.5 million for planning allocations;

WHEREAS, the EDOK CoC is a local planning body that coordinates housing and services funding for homeless individuals and families within El Dorado County. The EDOK CoC is a collaboration of local agencies, volunteers, and citizens working to eliminate homelessness in the County, with a Governing Board established in accordance with 24 Code of Federal Regulations (CFR) 578.7(a)(3) which is responsible for the overall policy and direction of the CoC in a jurisdiction;

WHEREAS, the EDOK CoC works collaboratively with HHSA to secure federal and state funding and has identified HHSA as its Administrative Entity to administer HHAP-5 grant funding, if awarded, and the subsequent Funding-In Agreement, inclusive of future amendments thereto;

WHEREAS, the Cal ICH Notice of Funding Availability (NOFA) identifies the EDOK CoC and HHSA as eligible applicants for the HHAP-5 grant funding, and requires eligible applicants to apply jointly as part of a "region," further defined in the NOFA as the geographic area served by a county including all cities and the CoC within it;

WHEREAS, a Regionally Coordinated Homeless Action Plan (RCHAP) must be developed in coordination with HHSA, the EDOK CoC, the community and regional partners committed to ending homelessness in the County, and the RCHAP must be submitted under the HHAP-5 application;

WHEREAS, in accordance with the HHAP-5 NOFA, a Memorandum of Understanding (MOU) that reflects the actions of both Parties in the RCHAP must be signed by each participating eligible applicant, which commits each signatory to participate in and comply with the RCHAP;

WHEREAS, it is the intent of the Parties hereto that this MOU be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, HHSA and the EDOK CoC mutually agree as follows:

ARTICLE I

Commitments: HHSA and the EDOK CoC acknowledge and hereby commit to participate and comply with the actions, roles, and responsibilities in the region's HHAP-5 RCHAP, incorporated by reference herein, available at <https://www.edokcoc.org/find-help> or <https://www.edc.gov.us/Government/HumanServices/Housing/Pages/housing.aspx>, including all amendments or updates thereto, and summarized below:

- A. Parties commit to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region. See Section 2.1 in the HHAP-5 RCHAP.
- B. Parties commit to Key Actions each eligible applicant will take to improve the system performance measures. See Section 2.2 in the HHAP-5 RCHAP.
- C. Parties commit to Key Actions each eligible applicant will take to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness. See Section 2.3 in the HHAP-5 RCHAP.
- D. Parties commit to actions each eligible applicant will take to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region. See Section 2.4 in the HHAP-5 RCHAP.
- E. Parties commit to roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness. See Section 2.5 in the HHAP-5 RCHAP.
- F. Parties Commit to the roles and responsibilities of each eligible applicant to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs. See Section 2.6 in the HHAP-5 RCHAP.

ARTICLE II

Term: This MOU shall become effective on March 27, 2024, and shall continue until terminated by one or both Parties.

ARTICLE III

Fiscal: There shall be no remuneration between the Parties to this MOU.

ARTICLE IV

Changes to MOU: This MOU may be amended, including amendments that incorporate future HHAP requirements that may be requested by the funder, 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

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 EDOK CoC 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 VI

Nondiscrimination:

- A. County may require EDOK CoC's services on projects involving funding from various state and/or federal agencies, and as a consequence, EDOK CoC shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement.
- B. EDOK CoC's signature executing this MOU shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE VII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this MOU is funded by state funds and County determines EDOK CoC is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide EDOK CoC advance written notice of such termination, allowing EDOK CoC at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE VIII

Fiscal Considerations: The Parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Termination and Cancellation:

- A. **Ceasing Performance:** Either Party may terminate this MOU in the event the other Party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- B. **Termination or Cancellation without Cause:** Either Party may terminate this MOU in whole or in part upon seven (7) calendar day's written notice to the other Party without cause. Upon receipt of a Notice of Termination, the receiving Party shall promptly discontinue all services affected after appropriate and prompt transition of existing sensitive referral cases is completed, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

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
hhsa-contract@edcgov.us

Health and Human Services Agency
and the
El Dorado Opportunity Knocks Continuum of Care

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to EDOK CoC shall be addressed as follows:

EL DORADO COUNTY CONTINUUM OF CARE
EL DORADO OPPORTUNITY KNOCKS (EDOK)
3047 Briw Road, Suite B
Placerville, CA 95667
ATTN: EDOK Board
edokboard@gmail.com, and
edc@homebaseccc.org

or to other such location as the EDOK CoC directs.

ARTICLE XI

Change of Address: In the event of a change in address for any Party's principal place of business, Party's Agent for Service of Process, or Notices to Party, said Party shall notify County in writing pursuant to the provisions contained herein above 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 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 the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for EDOK CoC and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this MOU is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this MOU are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

EDOK CoC covenants that during the term of this MOU neither it, or any officer or representative of the EDOK CoC, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this MOU.
- B. Any other entities connected with, or directly affected by, the services to be performed by this MOU.
- C. Any officer or employee of County that are involved in this MOU.

If EDOK CoC becomes aware of a conflict of interest related to this MOU, EDOK CoC shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this MOU by giving written notice as detailed in the Article titled "Termination and Cancellation."

ARTICLE XIII

Contract Administrator: The County Officer or employee with responsibility for administering this MOU is Alyson McMillan, Housing and Homelessness Services Program Manager, Health and Human Services Agency, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, HHSA Director shall designate a representative to temporarily act as the primary Contract Administrator of this agreement and shall provide the Contractor with the name, address, email, and telephone number for this designee via notification in accordance with the article titled "Notice to Parties" herein.

The EDOK CoC Officer with responsibility for administering this MOU on behalf of the EDOK CoC is, EDOK CoC, Co-Chair, or successor.

ARTICLE XIV

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 XV

Electronic Signatures: Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XVI

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 XVII

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 MOU.

ARTICLE XVIII

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

ARTICLE XIX

Entire MOU: 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*
Alyson McMillan
Program Manager
Housing and Homelessness Services Program

Dated: 03/15/2024

Requesting Department Head Concurrence:

By: *Olivia Byron-Cooper*
Olivia Byron-Cooper (Mar 15, 2024 13:49 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 03/15/2024

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

COUNTY OF EL DORADO

By: *Tiffany A Schmid*
Tiffany A Schmid (Mar 18, 2024 09:35 PDT) Dated: 03/18/2024

Tiffany Schmid
Chief Administrative Officer

EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE

By: *NP*
Nichole Paine (Mar 18, 2024 08:45 PDT) Dated: 03/18/2024

Nichole Paine, EDOK CoC Board Chair