

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADMINISTRATION OF THE
EL DORADO IRRIGATION DISTRICT
HELPING HANDS OUTREACH PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION OF THE EL DORADO IRRIGATION DISTRICT HELPING HANDS OUTREACH PROGRAM (MOU) is made and entered into on this 2nd day of November, 2010, by and between the El Dorado Irrigation District, a California public agency (District), and the County of El Dorado, Department of Human Services (Department), at Placerville, California, with reference to the following facts and intentions:

A. District provides water and wastewater/recycled utility service at reasonable costs to its customers within its service area;

B. District has adopted a resolution providing for the establishment and maintenance of the Helping Hands Outreach Program (Program) through which District customers may obtain financial assistance to help pay their delinquent and unpaid District utility service charges;

C. The Program will be funded by the voluntary contributions of District employees, customers and other members of the community;

D. All monies contributed to the Program will be deposited in the Helping Hands Outreach Account;

E. Department already provides screening and evaluation services for a variety of financial assistance programs to benefit citizens within the County of El Dorado;

F. District and Department desire that Department: (a) evaluate and screen applications from District customers who wish to apply for financial assistance through District's Program and (b) complete and submit payment vouchers to District for financial assistance for qualified applicants;

G. Upon receipt of a completed payment voucher from Department, District will request transfer of funds from the Helping Hands Outreach Account into District's utility billing account for the successful applicant; and

H. District and Department desire to enter into this MOU to define the roles and responsibilities of District and Department in administering the Program.

NOW, THEREFORE, the parties agree as follows:

1. Responsibilities of District.

a. District will establish and provide to Department at the inception of the Program eligibility criteria for individuals to apply for the Program, which criteria may be amended from time to time by District in its discretion.

b. District will provide the Department with Program applications and payment vouchers on such forms as may be prescribed by District.

c. In exchange for performance of the responsibilities described in this MOU and as reimbursement for costs incurred by Department in performance thereof, District will pay Department an administrative processing fee in the amount of fifteen (\$15) for each application that is both processed and approved as eligible for participation in the Program by Department. The administrative processing fee will be paid entirely from funds available in the Helping Hands Outreach Account.

d. Upon receipt of a payment voucher from Department, District will request payment from the Helping Hands Outreach Account to District's utility account for the eligible applicant in accordance with District procedures for the Program. All customers of District that receive financial assistance through the Program shall remain subject to all terms and conditions for receipt of District water, sewer and/or recycled water service, including without limitation District's Board Policies and Administrative Regulations and including without limitation all rules and regulations regarding prompt payment for service.

e. District will provide Department with a mutually agreeable periodic notification of the amount of funds then available within the Helping Hands Outreach Account.

f. District will provide Department with a year-end financial recap of the Helping Hands Outreach Account.

2. Responsibilities of Department.

a. Department will conduct interviews with Program applicants, make determinations of need according to the criteria provided by District, and issue vouchers to District for payment of delinquent and unpaid utility service charges.

b. Department will have sole responsibility for identifying, evaluating and qualifying eligible applicants.

c. Department will allocate Program funds through payment vouchers in a judicious manner so as not to exceed the available funds within the Helping Hands Outreach Account and will establish an allocation schedule if necessary or as otherwise requested by District.

d. Department will promptly notify District's designated representative (listed in Section 7(1) below) when Department has determined an applicant's eligibility and has issued a payment voucher. Such notification shall include the applicant's name, parcel number, amount of payment authorization and any terms of co-payment. Department will also promptly mail copies of each issued voucher to District's designated representative.

e. Department will timely produce, and provide to District's designated representative, a detailed year-end report summarizing the total Program applicants, the applicants approved for eligibility and the amounts of financial assistance authorized during the preceding year.

3. Program Responsibility and Coordination.

District will maintain complete control and responsibility over the Program, including but not limited to overall responsibility for establishing all Program policies and coordinating all Program activities. If at any time during its administration of the Program, Department discovers any issues of concern regarding any aspect of the Program, Department will immediately notify District's designated representative in writing.

4. Termination.

The Parties to this MOU intend to continue and maintain the Program so long as the Program, in District's determination, continues to provide a useful public service to our community. However, either party to this MOU may, at any time, terminate this MOU without cause upon thirty (30) days' advance written notice to the other party. Notwithstanding the foregoing however, the obligations of Sections 6 and 7(n) of this MOU shall survive any termination or expiration of this MOU.

5. Non-Discrimination.

The parties agree that all services and financial assistance rendered under this MOU shall comply with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended. No person shall be unlawfully denied service on the grounds of age, race, creed, gender, religion, national origin, or handicap.

6. Indemnification.

Each party shall indemnify, defend and hold harmless the other party, their directors, elected officials, officers, agents and employees, from and against all claims, damages, losses, liabilities, costs or expenses of any nature whatsoever, including attorney's fees and costs, arising from this MOU, except to the extent any liability, loss, cost or expense was caused by the indemnified party's sole negligence or intentional misconduct.

7. General Provisions.

a. Recitals. The recitals set forth at the beginning of this MOU of any matters or facts shall be conclusive proof of their truthfulness and the terms and conditions stated in the recitals, if any, shall be deemed a part of this MOU.

b. Good Faith. Wherever in this MOU a party has the right to approve an act of another party, the former shall exercise such discretion in good faith and according to reasonable commercial standards. Similarly, where a party is required to satisfy a condition or complete an act in a certain fashion or within a specified time to accomplish the same; the other party shall likewise in good faith cooperate and assist the other party in accomplishing this task to cause the consummation of the MOU as intended by the parties and evidenced by this MOU.

c. Other Instruments. The parties shall, whenever and as often as reasonably requested by another party, execute, acknowledge and deliver, or cause to be executed, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion

of the requesting party to carry out the intent and purposes of this MOU, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorney's fees).

d. Construction. The provisions of this MOU should be liberally construed to effectuate its purposes. The language of this MOU shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this MOU and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

e. Captions, Headings, Exhibits and Abbreviations. The captions and headings of this MOU are for convenience only and have no force and effect in the interpretation or construction of this MOU. Words indicated in parenthesis signify an abbreviation of the previous set of words or terms, so that when the abbreviation is used within the MOU, it shall have the same meaning as a full statement of the words or terms. All exhibits attached to this MOU are incorporated by this reference as though fully stated in this MOU.

f. Severability. If any term, provision, covenant or condition of this MOU shall be or become illegal, null, void or against public policy, the remaining provisions of this MOU shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this MOU.

g. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

h. Assignment. A party shall not voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or any part of its rights, duties, or other interests in this MOU or the proceeds thereof (collectively, Assignment), without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any attempt to make an Assignment in violation of this provision shall be a material default under this MOU and shall be null and void.

Absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations under this MOU shall result in a novation or in any other way release the assignor from its obligations under this MOU.

i. Successors and Assigns. This MOU shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

j. Waiver. The waiver of any breach of any provision under this MOU by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

k. Governing Law. The validity and interpretation of this MOU shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

l. Notices. All notices, approvals, acceptances, demands and other communication required or permitted under this Agreement, to be effective shall be in writing and shall be delivered in person or by U.S. mails (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice directed at the address of such party as follows:

To: DISTRICT Patricia Johnson, District Administrator
Helping Hands Program
2890 Mosquito Road
Placerville, CA 95667

To: DEPARTMENT Daniel Nielson, Department Director
El Dorado County Department
of Human Services
3057 Briw Road, Suite A
Placerville, CA 95667

Any written communication given by mail shall be deemed delivered three (3) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Any party may change its address by giving the other parties written notice of its new address as provided above.

m. Authorizations. All individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other party to this Agreement, and hold them harmless, from any and all damages, costs, attorney's fees, and other expenses, if the signatory is not so authorized.

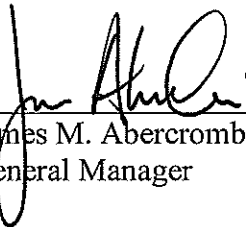
n. Confidentiality. The parties and their agents, representatives and assigns acknowledge the confidentiality of the financial and utility customer information that will be disclosed to Department and District through the Program and agree not to divulge, publicize, reveal or otherwise disclose to any other person, except as required by law, any information regarding or relating to an applicant's application for, or receipt of, financial assistance from the Program.

o. Contract Administrator. The El Dorado County officer or employee responsible for administering this Agreement is Janet Walker-Conroy, Assistant Director, Department of Human Services, or successor.

p. Entire Agreement and Amendment. This MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this MOU. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their right to claim, contest or assert that this MOU was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppels.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and place first stated above.

El Dorado Irrigation District

By 
James M. Abercrombie
General Manager

County of El Dorado

By _____
Norma Santiago, Chair
El Dorado County Board of Supervisors

Attest: Suzanne Allen De Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk