

MEMORANDUM OF UNDERSTANDING
REGARDING THE ADMINISTRATION OF THE
SOUTH TAHOE PUBLIC UTILITY DISTRICT
HELPING HANDS OUTREACH (H²O) PROGRAM

THIS MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT HELPING HANDS OUTREACH (H²O) PROGRAM (MOU) is made and entered into on this 24TH day of MARCH, 1998, by and between the South Tahoe Public Utility District, a California public agency formed in 1950 pursuant to the Public Utility District Act (District), and the County of El Dorado, Department of Community Services (Department), at South Lake Tahoe, California, with reference to the following facts and intentions:

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

B. District has enacted an ordinance providing for the establishment and maintenance of the Helping Hands Outreach (H²O) Program through which District customers may obtain financial assistance to pay their delinquent and unpaid District utility service charges;

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

D. District and Department desire that Department shall evaluate and screen District customers who wish to apply for financial assistance through District's Helping Hands Outreach (H²O) Program; and

E. District and Department desire to enter into this MOU to establish the terms and conditions for the administration of the Helping Hands Outreach (H²O) Program to provide financial assistance to District customers with delinquent and unpaid District utility service charges.

NOW, THEREFORE, the Parties agree as follows:

1. **Obligations of District.**

a. District shall establish and provide to Department eligibility criteria for applicants to the Helping Hands Outreach (H²O) Program at the Program inception and shall amend this criteria as necessary.

b. District shall provide vouchers and applications to the Department on such forms as may be prescribed by District.

c. District shall compensate Department for Department's administrative processing fees from the Helping Hands Outreach (H²O) Account in the amount of \$9.37 for each applicant who is processed and approved as eligible by Department.

d. District shall accept Department's determination of eligibility of those applicants for financial assistance under the Helping Hands Outreach (H²O) Program.

e. Upon receipt of a payment voucher from Department, District shall transfer payments from the Helping Hands Outreach (H²O) Account to the utility account of eligible applicants according to the Helping Hands Outreach (H²O) Program guidelines. District shall continue water and/or sewer service to the applicant provided the applicant performs all further payment obligations as imposed under District's Administrative Code.

f. District shall provide Department with a mutually agreeable notification of the amount of funds available within the Helping Hands Outreach (H²O) Account.

g. District shall produce a year-end detailed financial accounting of the Helping Hands Outreach (H²O) Account and provide a copy of that report to Department.

2. Obligations of Department.

a. Department shall conduct interviews with Helping Hands Outreach (H₂O) Program applicants, make determinations of need according to the criteria provided by District and issue vouchers for payment of delinquent and unpaid utility service charges.

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

c. Department shall allocate funds through payment vouchers in a judicious manner so as not to exceed the available funds within the Helping Hands Outreach (H²O) Account and shall establish an allocation schedule if necessary.

d. Department shall notify the District's designated representative when Department has determined eligibility of applicants 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 shall mail copies of each issued voucher to the District's designated representative in a timely manner.

e. Department shall produce a detailed year-end report summarizing the list of applicants approved for eligibility and amounts of financial assistance authorized. Department shall provide a copy of that report to District's designated representatives.

3. Program Responsibility and Coordination.

District shall maintain complete control and responsibility over the Helping Hands Outreach (H²O) Program and shall have overall responsibility for establishing policies and coordinating all program activities.

4. **Termination.**

The parties to this MOU intend to continue and maintain the Helping Hands Outreach (H²O) Program so long as District determines the program is providing a useful public service. However, either Party to this MOU may at any time terminate its participation in this MOU for any reason upon thirty (30) days written notice to the other Party.

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 negligence.

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 period, that Party shall pursue such objectives in good faith and make all reasonable efforts 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, 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 attorneys' 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 for 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, or shall be held by any court of competent jurisdiction to be illegal, null or 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, with venue for all purposes proper only in the County of El Dorado, State of California.

l. Notices. All notices, approvals, acceptances, demands and other communications 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 is directed at the address of such party as follows:

To: DISTRICT
General Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

With Copy to:
Kevin J. Neese
Hatch and Parent
21 East Carrillo Street
Santa Barbara, CA 93101

To: DEPARTMENT
Department Director
El Dorado County Department
of Community Services
3688 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

With Copy to:

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, attorneys' 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 this MOU and the financial information related to the Helping Hands Outreach (H²O) 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 Helping Hands Outreach (H²O) Program.

o. **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 estoppel.

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

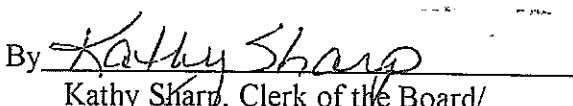
South Tahoe Public Utility District

By


James R. Jones, President

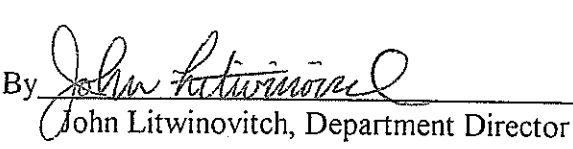
ATTEST:

By


Kathy Sharp, Clerk of the Board/
Executive Secretary

El Dorado County Department of
Community Services

By


John Litwinovitch, Department Director

The County officer or employee with responsibility for administering this agreement is John Litwinovitch, Director, Department of Community Services, or successor.