



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-13

Date: February 9, 2016
To: Board of Supervisors
From: Robert Wall, AICP, Director Planning and Building *RSW*
Subject: Memorandum of Understanding (MOU) with City of Fortuna for assistance with State of California Housing and Community Development (HCD) program administration

RECOMMENDATION(S):

That the Board of Supervisors review, approve and authorize the Board Chair to sign the attached Memorandum of Understanding with the City of Fortuna for assistance administering and managing HCD programs.

SOURCE OF FUNDING:

City of Fortuna Program Income Account

DISCUSSION:

Since 2008 County staff has been assisting Fortuna with management of the HCD grants, including the Community Development Block Grant (CDBG) and HOME programs. The last MOU expired December 2015. In order to continue uninterrupted work the attached MOU is for three years.

HCD regulations permit cities to contract with other governmental entities, such as a city or county, to

Prepared by Paula Mushrush

CAO Approval *Cheryl Dillingham*

REVIEW: Auditor _____ County Counsel *NAD* Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*
Ayes: *Sundberg, Fennell, Lovelace, Bohni, Bass*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *February 9, 2016*
By: *Tracy Dennis*
Kathy Hayes, Clerk of the Board

operate their HCD programs. The attached MOU outlines the relationship, pay rate, and the types of activities County staff are assisting with.

FINANCIAL IMPACT:

Approval and signing of the MOU will assist the City of Fortuna in effectively managing their HCD programs to assist their lower-income constituents. All costs associated with the assistance will be reimbursed. The associated revenue was included in this year's Planning and Building Department budget. This supports the Board of Supervisors Strategic Framework by partnering with another jurisdiction to protect vulnerable populations and improve health and safety.

OTHER AGENCY INVOLVEMENT:

City of Fortuna

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not sign an agreement with the City of Fortuna. This is not recommended as all costs for the proposed work are reimbursed and it creates good will with a neighboring City.

ATTACHMENTS:

Memorandum of Understanding (MOU) with City of Fortuna for assistance with State of California Housing and Community Development (HCD) program administration

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT & THE CITY OF FORTUNA TO PROVIDE ASSISTANCE
ADMINISTERING CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD)
HOUSING PROGRAMS**

This Agreement is made and entered into this 9th day of February 2016, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "HUMBOLDT" and the City of Fortuna, a charter city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, on January 1, 2013, CITY and COUNTY agreed COUNTY would manage and oversee CITY's California Housing and Community Development (HCD) HOME and CDBG Housing Programs and COUNTY has been doing so since that time; and

WHEREAS, the PARTIES desire to continue this Agreement and to expand it to allow for COUNTY management of CITY's Development Block Grant (CDBG) Community and Economic projects and programs, both of which are part of CITY's HCD programs; and

WHEREAS, the HCD regulations permit the CITY to contract with other governmental entities, such as a city or county, to operate their HCD Programs; and

WHEREAS, the CITY has funding to pay the COUNTY to administer the CITY's HCD programs and projects; and

WHEREAS, the PARTIES now desire to enter into this Agreement to have the CITY pay the COUNTY to manage the HOME and CDBG Housing Programs and the CDBG Community and Economic projects and programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to monitor CITY's HCD funded multi-family housing complexes, operate the HCD funded housing programs, and answer general questions regarding the CITY programs as outlined in the Scope of Services in Attachment A, which is incorporated herein by reference.
2. CITY shall compensate COUNTY for all services performed pursuant to this Agreement.
 - a. Compensation shall be billed at a burdened hourly rate. The burdened rate includes salaries and benefits. Burden rates are subject to change. The current rate of the primary staff member assigned to this task is \$72.36. From time to time other staff may be assigned and their rates vary from \$37.00 to \$57.00.
 - b. Travel shall be reimbursed at the County prevailing rate, which is currently .575/mile.
 - c. COUNTY will provide CITY with a detailed billing invoice no less than quarterly setting forth both the hours expended and the travel expenses incurred pursuant to this Agreement. CITY shall thereafter pay COUNTY the amount as stated in the billing statement within thirty (30) days of submission of such statement to the CITY.
3. The two staff members who will be performing this contract on behalf of the COUNTY and the CITY are listed below. In the event one of these individuals leaves their employment or

changes jobs within the COUNTY or CITY, the PARTIES shall notify each other of this fact within ten (10) working days.

County of Humboldt
Economic Development Coordinator
520 E Street
Eureka, CA 95501

City of Fortuna
City Manager
621 11th Street
Fortuna, CA 95540

4. Term of Agreement: This agreement shall commence Upon the signatures of both parties, and shall terminate December 31, 2018. Early termination of the Contract may be effectuated by written notice from the County, without the need for action or ratification by the Humboldt County Board of Supervisors, upon twenty (20) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the City of Fortuna, without need for action or ratification by the Fortuna City Council, upon twenty (20) days written notice of such termination.
5. Any notice required to be given pursuant to the terms and provisions herein shall be sent by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

County of Humboldt
County Administrative Officer
825 Fifth Street, Room 112
Eureka, CA 95501

City of Fortuna
City Manager
621 11th Street
Fortuna, CA 95540

6. The COUNTY and the CITY are separate political agencies, County being a subdivision of the State of California and City being a municipal corporation, and as such, they are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.
7. CITY shall hold harmless, defend and indemnify COUNTY and its board of Supervisors, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with COUNTY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of COUNTY.
8. COUNTY shall hold harmless, defend and indemnify CITY and its City Counsel, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CITY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of CITY.
9. CITY certifies by its signature below that CITY is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production, or

testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.

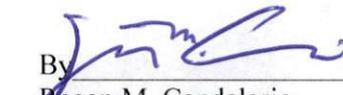
10. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.
11. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.
12. This agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of February, 2016:

COUNTY OF HUMBOLDT

CITY OF FORTUNA

By 
Mark Lovelace
Chair
Humboldt County Board of Supervisors

By 
Regan M. Candelario
City Manager
City of Fortuna