

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD COMMUNITY ACTION AGENCY**

This Memorandum of Understanding ("MOU"), entered into this 25th day of January 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Community Action Agency, a California nonprofit corporation, hereinafter referred to as "RCAA," is made upon the following considerations:

WHEREAS, on April 9, 2019, COUNTY and RCAA entered into a Professional Services Agreement regarding the provision of administrative services that are designed to assist with the implementation and operation of the AmeriCorps Program in Humboldt County for the period of October 1, 2018 through September 30, 2019; and

WHEREAS, on September 17, 2019, COUNTY and RCAA agreed to extend the term of the Professional Services Agreement to September 30, 2020; and

WHEREAS, on October 22, 2019, COUNTY and RCAA agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder due to an increased need for AmeriCorps services within the community; and

WHEREAS, on September 14, 2020; COUNTY and RCAA agreed to extend the term of the Professional Services Agreement to September 30, 2021; and

WHEREAS, due to circumstances beyond RCAA's control, the costs and expenses incurred pursuant to the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through September 30, 2021, while not exceeding the applicable compensation limit, did not exactly match the budgeted amounts set forth therein; and

WHEREAS, the administrative services provided by RCAA during the period of August 1, 2021 through September 30, 2021 have benefitted the public by furthering COUNTY's goals and objectives for reducing child abuse within Humboldt County; and

WHEREAS, the purpose of this MOU is to document RCAA's provision of the administrative services required pursuant to the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through September 30, 2021 and to provide for payment of such services.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the parties hereto mutually agree as follows:

1. PROVISION OF ADMINISTRATIVE SERVICES:

RCAA provided administrative services in accordance with the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through September 30, 2021.

2. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all administrative services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through

September 30, 2021 is Twenty-One Thousand Six Hundred Twenty-Four Dollars and Twenty-Three Cents (\$21,624.23).

B. Schedule of Rates. The specific rates and costs applicable to the administrative services provided pursuant to the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through September 30, 2021 are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

3. PAYMENT:

To the extent additional documentation may be required, RCAA shall submit to COUNTY invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through September 30, 2021. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of the Professional Services Agreement during the period of August 1, 2021 through September 30, 2021 shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Financial Services
507 F Street
Eureka, California 95501

4. INCORPORATION OF PROVISIONS:

Sections 7 through 38, and Exhibit A – Scope of Services, of the Professional Services Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. RCAA hereby agrees to comply with such provisions to the extent they impose continuing obligations RCAA has not already performed.

5. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

6. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

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7. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

REDWOOD COMMUNITY ACTION AGENCY:

By: Val Martinez

Date: 1/4/2022

Name: Val Martinez

Title: Executive Director

By: Don Cline

Date: 1/4/2022

Name: Don Cline

Title: Fiscal Director

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: 1/25/2022

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kelly Barna
Risk Management

Date: 01-10-2022

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
Redwood Community Action Agency

COUNTY shall compensate RCAA for the administrative services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement for the period August 1, 2021 through September 30, 2021 at the following maximum rates of compensation:

Grant:	CWS REDESIGN		AFACTR		Program Year:
Lead Agency: Redwood Community Action Agency					2020-2021
FT Members: 12	FOR AUGUST & SEPTEMBER 2021 ONLY				
Budget Start Date:	8/01/2021		Budget End Date:		9/30/2021
A. Personnel Expenses					
TYPE	QTY	CONTRACT YEAR SALARY	(FTE)	Calculation	
Division Director	1	\$ 78,000		\$	5,505.01
Program Coordinator	1	\$ 37,315		\$	5,848.00
Subtotal					\$ 11,353.01
B. Personnel Fringe Benefits					
TYPE			%	Calculation	
FICA/Medicare			6.20%	\$	890.46
Unemployment Insurance			4.00%	\$	459.38
Workers Compensation			1.20%	\$	49.06
Health Insurance (medical, vision and dental)				\$	1,567.68
Retirement			3.00%	\$	313.26
Vacation accrual			6.00%	\$	547.13
Subtotal					\$ 3,826.97
C.1. Staff Travel to PCA CA Conference					
		MILES	RATE		
Mileage		60	\$ 0.545	\$	29.68
Subtotal					\$ 29.68
C.2. Member Travel					
TYPE		MILES	RATE	Calculation	
Mileage for transporting clients, attending AFACTR meetings/ trainings/process groups, community trainings and meetings, etc.		32000	\$.560	\$	73.36
Subtotal					\$ 73.36
D. Other Program Operating Costs					
TYPE	QTY	AMOUNT	MONTHS	Calculation	
Member recruitment advertising	10	\$ 10.00	4	\$	1,226.92
Telephone/Internet/Communications	1	\$ 100.00	12	\$	488.25
General Program/Agency Insurance	1	\$ 200.00	12	\$	326.96
Office Supplies	1	\$ 15.00	12	\$	120.20
Utilities	1	\$ 125.00	12	\$	1,238.11
Copier rental and maintenance	1	\$ 50.00	12	\$	120.20
Subtotal					\$ 3,520.64
Direct Program Operations Cost (A, B, C, D, E, F):				\$	18,803.66
RCAA Program Administrative Costs at 15%:				\$	2,820.57
Total Program Costs:				\$	21,624.23