

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT AND THE CITY OF RIO DELL
TO PROVIDE ASSISTANCE ADMINISTERING
CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

This Agreement is made and entered into this 26th day of June 2019 by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "HUMBOLDT" and the City of Rio Dell, an incorporated city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, the PARTIES desire to allow the COUNTY to assist in the management of CITY's Community Development Block Grant (CDBG) projects and programs; and

WHEREAS, the CITY has CDBG program income funding to pay the COUNTY to assist in administration of 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 act as a resource and assist in managing the CDBG Housing Programs and other HCD programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to answer general questions and assist CITY with CDBG programs and projects 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 \$43.45. From time to time other staff may be assigned.
 - b. Travel shall be reimbursed at the County prevailing rate, which is currently .58/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 primary 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
Paula Mushrush
Economic Development Coordinator
520 E Street
Eureka, CA 95501

City of Rio Dell
Kevin Caldwell
City Planner
675 Wildwood Ave
Rio Dell, CA 95562

4. Term of Agreement: This agreement shall commence upon the signatures of both parties and shall terminate June 31, 2022. 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 Rio Dell, without need for action or ratification by the Rio Dell 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
Director of Planning and Building
3015 H Street
Eureka, CA 95501

City of Rio Dell
City Manager
621 11th Street
Rio Dell, 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 _____ day of _____, 2019:

COUNTY OF HUMBOLDT

CITY OF RIO DELL

By _____
Rex Bohn
Chairman
Humboldt County Board of Supervisors

By 
Kyle Knopp
City Manager
City of Rio Dell

SCOPE OF SERVICES

A. General Administrative Tasks

1. COUNTY shall answer general questions and assist the CITY with interpreting HCD regulations.
2. COUNTY shall assist CITY with HCD correspondence and Reports.
3. COUNTY shall submit completed files to CITY for its permanent record.
4. COUNTY and CITY shall work together to ensure State and Federal requirements are met. If the COUNTY becomes aware of any compliance problems staff will summarize the issues and submit a recommended course of action to CITY.

B. HCD Grant Writing and Program Income Waivers

1. COUNTY shall assist CITY in determining eligible projects.
2. COUNTY shall assist in preparing applications and Program Income Waivers.
3. CITY will be responsible for securing City Council approval.

C. HCD Project Management for CDBG Projects.

1. COUNTY shall handle administrative tasks related to clearing special conditions and may act as the be primary contact with HCD staff.
2. CITY will prepare bid, award, and manage contracts associated with monitoring.
3. COUNTY will conduct prevailing wage monitoring or assist the agency in finding a qualified entity to conduct the monitoring.

D. HCD Program Management for CITY CDBG Programs

1. COUNTY shall handle administrative tasks related to clearing special conditions and may act as the be primary contact with HCD staff.
2. COUNTY will assist with basic Program Guidelines.
3. CITY will be responsible for securing City Council approval.
4. COUNTY will either assist with program tasks or will find a qualified entity to assist in managing CDBG programs.