

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

This Memorandum of Understanding ("MOU"), entered into this 26 day of October 2021, 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, COUNTY, by and through its Department of Health and Human Services, secured funding made available through the California Department of Housing and Community Development's California Emergency Solutions and Housing Program ("CESH") for the purpose of supporting the provision of immediate emergency assistance to individuals and/or families experiencing homelessness ("Target Population") in Humboldt County; and

WHEREAS, CONTRACTOR subsequently requested from COUNTY a one-time allocation of One Hundred Seventy-Five Thousand Eight Hundred Forty-One Dollars (\$175,841.00) for the purpose of funding a CESH project that is consistent with COUNTY's goals and objectives for reducing homelessness within Humboldt County; and

WHEREAS, on March 3, 2020, COUNTY and RCAA entered into a Professional Services Agreement for the provision of rental assistance, case management and supportive services to eligible members of the Target Population between eighteen (18) and twenty-two (22) years of age for the period of March 3, 2020 through March 2, 2021; and

WHEREAS, sometime after March 3, 2020, COUNTY and RCAA informally agreed to amend the Professional Services Agreement to adjust the effective date thereof to January 1, 2020 in order for RCAA to be compensated for the provision of agreed upon rental assistance, case management and supportive services in accordance with the terms and conditions set forth therein during the period of January 1, 2020 through March 3, 2020, however, due to inadvertent oversight, the Professional Services Agreement was not formally amended prior to its expiration on March 2, 2021; and

WHEREAS, in order to assist more people, RCAA used less of the CESH funds that were originally budgeted for Administrative purposes in order to provide additional rental assistance, case management and supportive services to eligible members of the Target Population in accordance with the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 2021; and

WHEREAS, the additional rental assistance, case management and supportive services provided by RCAA during the period of January 1, 2020 through March 2, 2021 have benefited the public by furthering COUNTY's goals and objectives for reducing homelessness within Humboldt County; and

WHEREAS, the purpose of this MOU is to document RCAA's provision of the additional rental assistance, case management and supportive services to the Target Population in accordance with the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 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:

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1. PROVISION OF RENTAL ASSISTANCE, CASE MANAGEMENT AND SUPPORTIVE SERVICES:

RCAA provided additional rental assistance, case management and supportive services to eligible members of the Target Population in accordance with the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 2021.

2. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all additional rental assistance, case management and supportive services provided, and costs and expenses incurred, in accordance with the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 2021 is Fourteen Thousand Six Hundred Twenty-Eight Dollars and Twenty-Five Cents (\$14,628.25).

B. Schedule of Rates. The specific rates and costs applicable to the additional rental assistance, case management and supportive services provided pursuant to the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 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 itemizing any and all additional rental assistance, case management and supportive services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 2021. Payment for any and all additional rental assistance, case management and supportive services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 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 2 and 7 through 39 of the Professional Services Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. RCAA agrees to comply with such provisions to the extent they impose continuing duties and 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.

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.

[Signatures on Following Page]

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 Digitally signed by Val Martinez  
Date: 2021.10.07  
16:57:35 -07'00'

Date: 10/7/21

Name: Val Martinez

Title: Executive Director

By: Don Cline Digitally signed by Don Cline  
Date: 2021.10.07  
16:58:52 -07'00'

Date: 10/7/21

Name: Don Cline

Title: Finance Director

**COUNTY OF HUMBOLDT:**

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

Date: 10/26/21

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Green, Kacy Digitally signed by Green, Kacy  
Date: 2021.10.08  
15:22:27 -07'00'  
Risk Management

Date: 10/8/2021

**LIST OF EXHIBITS:**

Exhibit B – Schedule of Rates

**EXHIBIT A**  
**SCHEDULE OF RATES**  
Redwood Community Action Agency

COUNTY shall compensate RCAA for the additional rental assistance, case management and supportive services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement during the period of January 1, 2020 through March 2, 2021 at the following maximum rates of compensation:

<b>A. Personnel Costs</b>	
<b>Title:</b> Program Manager (0.2 FTE) <b>Duties Description:</b> The Program Manager position is responsible for the planning and implementation of policies and practices; assists in recruiting, interviewing and training staff; prepares and maintains program records, reports and proposals; and manages day-to-day program operations.	\$2,000.00
<b>Title:</b> HMIS Program Specialist (0.05 FTE) <b>Duties Description:</b> The HMIS Program Specialist position provides data entry and report management for all YSB programs and manages data for the CESH program.	\$1,000.00
<b>Title:</b> Finance Specialist (0.05 FTE) <b>Duties Description:</b> The Finance Specialist position is responsible for maintaining financial records relating to the program, receivables and accounts payable in preparation and processing of checks to landlords, property managers, utilities, and vendors.	\$1,000.00
<b>Item:</b> Personnel Fringe Benefits <b>Calculation:</b> Thirty percent (30%) of salary costs.	\$1,200.00
<b>Total Personnel Costs:</b>	<b>\$5,200.00</b>
<b>B. Operational Costs</b>	
<b>Item:</b> Rental Assistance Services <b>Description:</b> Rental payments and security deposits	\$8,731.67
<b>Total Operational Costs:</b>	<b>\$8,731.67</b>
<b>C. Indirect Costs</b>	
<b>Item:</b> Administrative Fee <b>Description:</b> Five percent (5%) of total direct costs.	\$696.58
<b>Total Indirect Costs:</b>	<b>\$696.58</b>
<b>Grand Total:</b>	<b>\$14,628.25</b>

Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.* are allowable if total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. RCAA may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.