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

This Agreement is made and entered into this 18th day of November 2024, by and between the Planning and Building Department of 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, 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, on January 1, 2013, CITY and COUNTY agreed COUNTY would assist in the management and oversite of CITY's California Housing and Community Development (HCD) HOME and CDBG Housing Programs and COUNTY has been doing so since that time; and

WHEREAS, this agreement has continued since that time; 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 assist in the administration of HOME and CDBG projects and programs for an additional three (3) year term.

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 if needed, 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, it does not include overhead. Burden rates are subject to change. The current rates of the primary staff members assigned to this task are $63.30 and $68.79. From time to time other staff may be

assigned and their rates will fall somewhere between these rates.

b. Travel shall be reimbursed at the County prevailing rate, which is currently Contractor will bill for travel expenses on a reimbursable basis at the government rate, based on GSA website, https://www.gsa.gov/travel/plan-book/per-diem-rates. Receipts must be submitted.

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 primary staff members contacts managing this MOU 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
Karen Meynell
Program Manager
3015 H Street
Eureka, CA 95501

City of Fortuna
Shari Meads
Community Development Director
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, 2027. 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
Director Planning and Building
3015 H Street
Eureka, CA 95501

City of Fortuna
Community Development Director
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. As new HCD funds become available, COUNTY may assist CITY with those funds as requested and agreed to in writing.

13. 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 as of the first date written above.

COUNTY OF HUMBOLDT **CITY OF FORTUNA**

By: _____
John H. Ford
Director, Planning & Building Department
County of Humboldt

By: _____
Shari Meads
Community Development Director
City of Fortuna

ATTACHMENT A

SCOPE OF SERVICES

A. HCD-HOME Annual HOME Program Multi-Family Housing Monitoring

1. COUNTY shall correspond with property managers and the State of California on an annual basis on behalf of CITY with respect to HCD sponsored properties located within the City of Fortuna.

2. COUNTY shall conduct on-site Inspections of minimum number of units as required by HOME and the recorded Regulatory Agreements.

3. COUNTY shall conduct file audits of minimum number of units as required by HOME and the recorded Regulatory Agreements.

4. COUNTY shall summarize all correspondence and send to CITY for its records.

B. HCD Program Administration for CITY CDBG Programs

1. Architectural Barrier Removal Projects
   a. COUNTY will assist with administrative tasks if a new project is undertaken.
   b. CITY will prepare bid, award, and manage contract with Contractor.
   c. COUNTY will conduct prevailing wage monitoring if necessary.

2. Business Assistance Loans
   a. COUNTY shall assist CITY to issue a Request for Proposals for an underwriter.
   b. CITY shall sign and record loan documents.
   c. COUNTY shall work with underwriter to prepare and submit CDBG Reports.

3. First Time Homebuyer Loans
   a. COUNTY shall income certify new participants, if a program is started.
   b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY.
   c. CITY shall sign and record loan documents.

4. Owner-Occupied Rehabilitation (OOR) Loans
   a. COUNTY shall income certify new participants.
   b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY.
   c. CITY shall sign and record loan documents.
   d. COUNTY shall conduct initial and follow-up onsite inspections.
   e. COUNTY shall prepare bid documents and solicit bids on behalf of the OOR participants.
   f. COUNTY, in conjunction with participants, shall approve the contractor invoices and submit to CITY for payment.
   g. CITY shall make payments directly to contractors.

C. Other HCD Programs

1. COUNTY shall assist CITY with other HCD Programs if they are requested and agreed to in writing.

D. 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.