

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANGELS

AND CALAVERAS HABITAT FOR HUMANITY REGARDING VOLUNTEER COMMUNITY BEAUTIFICATION PROJECTS IN THE CITY OF ANGELSCITY

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated June 15, 2026, and made between the **CITY OF ANGELS**, a political subdivision of the State of California (“CITY”) and **HABITAT FOR HUMANITY CALAVERAS**, a domestic non-profit corporation (“HFH”), collectively “Parties”. The purpose of the MOU is to provide for HFH’s volunteers to work on various community beautification projects at CITY owned facilities. The Parties agree to the following terms and conditions concerning these volunteer beautification projects.

RECITALS:

- (a) HFH contacted the CITY with an offer to furnish volunteers to work on community beautification projects (painting, brush clearing, weeding, sanding/sealing, planting, landscaping, light maintenance/repair, etc.) at city-owned facilities and to work with CITY to identify any such projects that HFH may be able to partner on by providing volunteer labor, and in some cases, materials.
- (b) CITY and HFH met to develop a list of potential projects, presented below. HFH assumes all responsibility and liability for its volunteers while conducting these beautification projects.
- (d) There is no cost to the CITY for the HFH volunteers to perform the beautification projects.
- (e) Project locations and beautification information are as follows:

	Location	Project Description	Materials	Date
1	Utica Park, 1075 S Main Street, Angels Camp, CA 95222	Pull weeds in the wood chip barriers, rake and smooth out bocce ball court, blow and weed eat around the edges of lawn, rake wood chips smooth in playground, wipe down tables under covered slab, clean kitchen	City of Angels Public Works to provide contact person, materials and tools, and coordinate access to CITY facilities	TBD

2	Various location through the City of Angels	Clean graffiti, general landscaping, repair/repaint items, and general weeding	Facilities to provide contact person, materials and tools, and coordinate access to CITY facilities	TBD
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- e. CITY desires to partner with and support HFH in these city-wide community beautification projects.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 23004 and 25207.
3. Responsibilities of HFH. HFH shall provide volunteers to perform community beautification projects at CITY-owned facilities.
4. Responsibilities of City. CITY will provide a contact person, tools and materials, and coordinate access to the facilities.
5. Charitable Intent. It is the intent of this MOU that HFH will be performing the projects identified above, and do so with an intent of charity and goodwill, and has no expectation or right to compensation or reimbursement whatsoever, either created by this MOU or at all, for conduct identified herein. HFH agrees to indemnify and defend the CITY from and against any claim for compensation or reimbursement by any person arising out of conduct permitted or authorized by this MOU. As the volunteers provided for in this agreement are unpaid, California Labor Codes regarding prevailing wage and certified payroll do not apply.
6. No Employment Rights. It is understood and agreed by all the parties hereto that HFH and its volunteers are independent contractors and that no relationship of employer-employee exists between the City and HFH. Neither HFH nor their assigned personnel shall be entitled to any benefits payable to employees of the CITY. HFH hereby indemnifies and holds the City harmless from any and all claims that may be made against the City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
7. Term. This MOU shall become effective as of the date signed by both parties, and shall remain in effect until completion of the projects.
8. Termination. The CITY may terminate this MOU at any time and for any reason upon five days' notice to HFH.
9. Compliance with Law. CITY and HFH shall perform all functions related to the services

or activities described herein in accordance with all applicable federal, state, city, district, and municipal laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.

10. Assignment. HFH shall not assign any interest in this MOU and shall not transfer any interest in this MOU.
11. Independent Contractor. HFH shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow CITY to exercise discretion or control over the professional manner in which HFH performs the services which are the subject matter of this agreement. HFH volunteers performing services under this MOU shall at all times remain employees of HFH, and shall not be deemed employees of CITY for any purpose. HFH volunteers who are volunteering their time to perform services pursuant to this MOU shall not be deemed employees of CITY for any purpose. HFH shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any HFH employee or contractors providing services under this MOU.
12. Insurance. HFH and CITY shall each secure and maintain in full force and effect during the full term of this MOU commercial general liability insurance, Workers Compensation, and automobile liability insurance or participation in a self-insurance program. The limits of such insurance shall be no less than \$1,000,000 per occurrence; \$2,000,000 in the aggregate for commercial general liability insurance, \$1,000,000 for Worker's Compensation insurance per accident for bodily injury or disease, and \$1,000,000 combined single limit for each accident for automobile liability insurance. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
13. No Third-Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
14. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
15. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
16. Governing Law and Venue. This MOU shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in

Angels Camp, California.

IN WITNESS WHEREOF, CITY and HFH have executed this Memorandum of Understanding on the day and year set forth below.

By: _____
Morgan Gace, Executive Director

Date: _____

By: _____
Michael Hodson, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
William Creger, City Attorney

Date: _____

ATTEST:

By: _____
Haley Bugarin, City Clerk

Date: _____

