

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY/ TRIBAL NATION OF  
XXXXXX  
AND  
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

This Memorandum of Understanding (the "Memorandum") is made by and between the CITY/ TRIBE OF XXXX ("CITY" OR "TRIBE") and the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ("CVAG"), as of October xx, 2022 with respect to the following:

**RECITALS**

**WHEREAS**, the City/ Tribe is interested in providing food, emergency shelter, and outreach to those in need and, in that regard would like to support the CVAG homelessness program; and

**WHEREAS**, the City/ Tribe has been supporting CVAG's CV Housing First program as a regional solution for homeless individuals; and

**WHEREAS**, CVAG agrees to use the City/ Tribe funding for the CV Housing First program to provide case management and outreach services to homeless individuals in the Coachella Valley for the coming years;

NOW, THEREFORE, the City/ Tribe and CVAG agree to the following:

**1.0 TERM OF MEMORANDUM.** The term of this Memorandum shall expire on June 30, 2024.

**2.0 OBLIGATIONS OF THE PARTIES.**

2.1 CVAG shall provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Services"). CVAG shall deliver to the City/ Tribe quarterly reports detailing the CV Housing First program metrics as set forth in Exhibit B attached hereto and incorporated by this reference ("Quarterly Reports"). CVAG shall comply with any and all federal, state, and local laws and regulations applicable to CVAG, the Scope of Services, and the use of the City/ Tribe Funds (as defined in Section 2.2 below) and the use of any other public moneys (collectively, the "Compliance Requirements").

2.2 The City/ Tribe will provide financial support of One Hundred Thousand Dollars each fiscal year for three years totaling Three Hundred Thousand Dollars (\$300,000) ("City/ Tribe Funds") to CVAG. Provided CVAG complies with its obligations under this Memorandum, the City shall disburse the City/ Tribe Funds no later than 60 days after the beginning of each fiscal year. All City/ Tribe Funds shall be used by CVAG

for the Scope of Services and for no other purpose. If CVAG fails to provide CV Housing First services for a fiscal year, the City/ Tribe may withhold an installment disbursement of the City/ Tribe Funds that has not yet been disbursed. If CVAG fails to comply with any Compliance Requirements, the City/ Tribe may (i) withhold an installment disbursement that has not yet been disbursed, (ii) order a return to the City/Tribe of any portion or all City/ Tribe Funds that were not used in compliance with this Memorandum or any other Compliance Requirements, and/or (iii) seek any other rights or remedies available at law or in equity.

**3.0 INDEMNITY AND RELEASE.** CVAG hereby agrees to indemnify, defend, and hold harmless the City/ Tribe and its officers, employees, agents and independent contractors (collectively, "Indemnitees") from and against any and all of claims, causes of action, obligations, losses, liabilities, judgments, or damages, including reasonable attorneys' fees and costs of litigation (collectively "Claims") arising out of and/or in any way relating to CVAG's activities in the performance of this Memorandum, or to CVAG's acts and/or omissions in providing or administering the same, excepting only those claims, actions, obligations, losses, liabilities, judgments, or damages arising out of the sole negligence, active negligence or willful misconduct of the City/ Tribe.

**4.0 CVAG INSURANCE OBLIGATIONS.** Without limiting the indemnification provisions provided herein, CVAG, at its sole expense, shall obtain and keep in force during the term of this Memorandum and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the CVAG facility(ies) resulting from any actions or omissions of CVAG or any use of the CVAG facility(ies), or the CVAG's invitees in accordance with the terms of this Memorandum. The policy or policies evidencing such insurance shall name the City/ Tribe as additional insureds, shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to the City/ Tribe, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by [ambest.com](http://ambest.com). Prior to the date of this Memorandum, and upon renewal of such policies, CVAG shall submit to the City/ Tribe certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect. The coverage contemplated in this paragraph will be primary and the City's/ Tribe's coverage will not contribute. CVAG shall provide workers' compensation insurance in accordance with California law.

### **5.0 ADDITIONAL PROVISIONS.**

5.1 In all cases, the language in all parts of this Memorandum shall be construed according to its fair meaning and not strictly for or against either party, if being agreed that the parties or their agents have all participated in the preparation of this Memorandum.

5.2 This Memorandum contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties regarding the operation of CVAG's CV Housing First Program.

5.3 No termination of this Memorandum shall release either party from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Memorandum.

5.4 In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this Memorandum, the prevailing party (as determined by California law) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of suit or investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses, and costs incurred in establishing the right to indemnification).

[signatures on next page]

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IN WITNESS WHEREOF, Coachella Valley Association of Governments and PUBLIC ENTITY have executed this Memorandum as evidenced by the signatures contained below:

**[PUBLIC ENTITY]**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## EXHIBIT A

### Scope of Services

Provide services to unhoused individuals and families in the Coachella Valley, and more specifically in **[CITY/GEOGRAPHIC AREA]**, who are literally homeless by providing outreach, connections to housing solutions (including crisis stabilization housing and/or permanent solutions), rapid resolution assistance for one-time emergency needs such as move-in costs, or other supportive services and resources such as food distribution, legal clinics, and linkages to services.

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## EXHIBIT B

### Reporting Requirements

The reporting that shall be provided should be similar to CVAG's own CV Housing First quarterly reports.

CVAG will provide the City of Coachella with quarterly reports that incorporates city centric data which includes but not limited to: Housed from CV 200- Clients housed in Crisis Stabilization Units (CSH), Clients being helped through Rapid Resolution (RR), Clients returned to the street (failures), Clients moved into permanent housing from CSH (successes), Clients moved into permanent housing through RR (successes) and Non CV200 - Households Housed in CSH Units, Households being helped through RR, Households returned to the street (failures) Households moved into permanent housing from CSH (successes), Households moved into permanent housing from RR (successes).

The City may request a presentation at a City Council meeting should its City Council have questions about the program.

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