MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COUNTY AND COMMUNITY ACTION NORTH BAY FOR A TEMPORARY HOUSING IN VACAVILLE, CALIFORNIA

This Memorandum of Understanding (MOU) is entered into between Solano County (County), a political subdivision of the State of California and Community Action North Bay (CAN-B), a California non-profit, on the basis of the following facts, understandings and intentions of the parties:

RECITALS

A. As of January 2017, 1,232 persons in Solano County are homeless and 74% of individuals are living without any form of shelter compelling the County to declare that a shelter crisis exists in Solano County.

B. To address the shelter crisis, County and CAN-B jointly are committed to the utilization of a tiny shelter pilot project (Project) in the city of Vacaville that will be used as temporary housing for up to ten homeless individuals.

C. Both County and CAN-B wish to define roles and responsibilities for the construction and operation of the pilot Project.

THEREFORE, the parties agree as follows:

Section 1.   Roles and Responsibilities

During the term of this MOU, County and CAN-B agree to negotiate in good faith and to undertake the activities described here to complete the Project and will modify this MOU as necessary to address the needs of the Project. Initially, the roles and responsibilities will be as follows:

a) County will cause to be donated to CAN-B five tiny shelters to be placed on County-owned property at 112 and 128 Brown Street, Vacaville, CA.

b) County will be responsible for securing case management services and funding if needed through its Health & Social Services Department and/or Veteran's Services Department, if applicable.

c) CAN-B agrees will provide oversight for the structures including maintenance and minor repairs that may be needed.

d) CAN-B will retain ownership of the tiny shelters; however, the tiny shelters may not be removed from the County property at 112 and 128 Brown Street (APNS 0129-320-280 and 0129-320-290) in Vacaville without the prior approval of the County Board of Supervisors.

e) CAN-B agrees to keep tiny shelters funds in a separate account and provide a quarterly account statement to the County of revenues and expenditures.

Section 2. Funding

There is no County General Fund commitment at this time for the tiny shelters. The parties agree to work cooperatively to solicit third party funding to support the Project.

Section 3. Term

This MOU will become effective upon signing by both parties and remain in effect for a period of five years, unless terminated under Section 4 below.

Section 4. Defaults

Default by Either Party: In the event either County or CAN-B fails to comply with the terms of this MOU, the Party claiming a default shall give written notice to the other Party specifying in what manner Party alleged to be in default is violating the terms of this MOU and identifying a date, not sooner than ten (10) working days from the sending of the notice, by which time Defaulting Party must commence negotiating in good faith or must otherwise comply with the terms of this MOU. If, following the passage of the 10-day cure period specified in such notice, Defaulting Party has not brought itself into compliance with the terms of this MOU, this MOU may be terminated by the Party claiming a default. In the event of such termination by the Party claiming a default, the Party claiming a default shall have the sole right to pursue the Project without participation of the Defaulting Party. For purposes of determining default, "negotiation in good faith" shall mean the active pursuit and undertaking of discussions, negotiations, study, or analysis of the Project scope and details.

No Fault Termination: In the event that, despite good faith intentions by County and CAN-B, or in the event that at any time during the term of this MOU, County and CAN-B mutually agree that the Project is not feasible, and they agree therefore to an early termination of this MOU, such a termination of this MOU shall not be considered the fault of either party. In the event of such a termination of this MOU, County shall be entitled to retain title to the structures and CAN-B shall have no further rights against or liability to County under this MOU, unless a mutually agreed-upon alternative giving CAN-B these rights is negotiated.

Section. 5. Limitations

This MOU does not constitute a commitment on the part of either County or CAN-B to commit funds or resources beyond that which is specified and anticipated within this MOU, or is agreed to in writing pursuant to this MOU.

Section 6.   Amendment of Alteration of Terms

No addition to, or other alteration of, the terms of this MOU, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by both parties.

Section 7.   Severability

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Section 8.   Notices

Formal written notices, demands, correspondence and communications between the County and CAN-B shall be deemed sufficiently given if dispatched by regular, registered or certified mail, postage prepaid to the office of County or CAN-B, as appropriate. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may form time-to-time designate by mail as provided in this subsection.

Notices to County:	**Notices to CAN-B:**
Solano County	Community Action North Bay
675 Texas St., Ste. 6500	416 Union Avenue
Fairfield, CA 94533	Fairfield, CA 94533
Attn: County Administrator	Attn: Executive Director

Section 15.   Effective Date

This MOU is effective upon the date of the last signature below.

Birgitta E. Corsello
County Administrator
Solano County

Date: 8/29/18

Ruth Matz
Executive Director
Community Action North Bay

Date: 8/29/18