

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALL HOME, A PROJECT OF TIDES CENTER

AND

THE COUNTY OF CONTRA COSTA

I. PURPOSE: This Memorandum of Understanding (MOU), entered into as of December ____, 2024 (the “Effective Date”), defines the respective roles and responsibilities of All Home, a project of Tides Center, a California non-profit public benefit corporation (“All Home”) and the County of Contra Costa (the “County”) (each a “Party”, and together, the “Parties”) regarding a collaborative effort to develop a comprehensive countywide homelessness strategic plan (“Strategic Plan”) for the County for consideration by the County Board of Supervisors that builds on the Regional Action Plan (RAP) and its principles for stemming the inflow of people experiencing homelessness, creating dignified interim housing opportunities to help people exit unsheltered homelessness, and producing more permanent housing opportunities.

II. RECITALS:

A. WHEREAS, in March 2021, the Contra Costa County Board of Supervisors adopted the Regional Action Plan, a policy framework to address homelessness produced in partnership through All Home, and All Home commenced technical assistance with the County to advise on implementation of the Regional Action Plan.

B. WHEREAS, All Home has produced a range of analytical support from 2021 until present including system capacity modeling, a funding analysis and process map of homelessness funding, and worked with County administration to create a Homelessness Response Steering Committee to share data and information about how homelessness impacts all county departments, and work toward developing a process for improving coordination within the homelessness response system.

C. WHEREAS, All Home facilitated policy planning conversations with County staff to review federal, state, and local policy plans and define the need for a Strategic Plan.

D. WHEREAS, the County issued an RFQ in the summer of 2024 to retain a consulting firm (Consultant) “For Technical Assistance For County Homeless Services System Planning” with the goal of producing the Strategic Plan, with an estimated budget of \$314,000, of which All Home wishes to contribute \$100,000 in philanthropic grant funding to support this project.

NOW, THEREFORE, the County and All Home mutually agree as follows:

III. Responsibilities of All Home

A. Funding.

1. All Home will make a grant to the County for \$100,000 (the "All Home Grant") to support contract costs for retaining Consultant to develop the Strategic Plan. All Home will provide the funding to the County in one lump sum payment within 90 days of the execution of this Agreement.

B. Responsibilities. All Home will:

1. Work collaboratively with the County to support the Consultant in completion of the Strategic Plan.
2. Work with County to share all relevant reports and memos, analytics, slideshows, and other materials needed to educate the Consultant on the progression and status of technical assistance completed by All Home and how this work may be useful to inform the development of the Strategic Plan.
3. Meet as necessary in collaboration with the County and Consultant to support completion of the Strategic Plan.

IV. Responsibilities of County

A. Responsibilities. County will:

1. Manage the contract with Consultant.
2. Include All Home staff in an advisory role in meetings of the County and Consultant throughout development of the Strategic Development, as appropriate. The County will determine when All Home staff's participation in project-related meetings is appropriate and will inform All Home staff in a timely manner.
3. Maintain collaborative communications with All Home regarding the progression of Consultant's scope of work, including amendments or adjustments to the agreed upon scope of work and focus of the Strategic Plan.
4. By allowing All Home to continue to serve in an advisory role, participate in project-related meetings, and contribute to the Strategic Plan process, the County will not be asked to submit any periodic grant reports. Moreover, the parties acknowledge that all final County actions are taken through the County Board of Supervisors and that the nothing in this MOU directs or requires County action except as expressly provided for herein.

B. Grant Objectives: County will make best efforts, to the extent within its control, to achieve the following outcomes, which may be modified from time to time by mutual written consent of the Parties:

1. Completion of a countywide homelessness strategic plan that includes the principles of the Regional Action Plan, engages cities such that their input is reflected in the Strategic Plan, and addresses strategies for expanding capacity and improving outcomes in the spectrum of programs and services addressed in the Consultant's scope of work.

V. Joint Terms and Conditions

A. Joint Responsibilities. Each Party's activities under this MOU will be conducted in a timely and professional manner consistent with industry standards and in compliance with applicable law and this MOU.

B. Term & Termination. The term of this MOU shall commence on the Effective Date and be in effect until the Consultant's scope of work is completed and a final Strategic Plan is published and adopted by the Board of Supervisors. Each Party may terminate this MOU if the other Party fails to fulfill its obligations hereunder, provided that it gives the other Party written notice of the issue and, if the issue is remediable (in the reasonable judgment of the Party providing notice), thirty (30) days to cure it. The Parties may agree to a longer cure period in writing. Any cure must be to the terminating Party's reasonable satisfaction. In addition, the Parties understand that this MOU supports the development of a project that is funded in part through government funding. In the event any of these funds are terminated, County will provide notice as soon as practicable to All Home, and this MOU will be subject to termination by either Party without penalty. For clarity, and without limiting the foregoing, in the event of such termination, All Home will not be responsible for provision of planned grant installments, and County will return the balance of any unspent grant funds to All Home (provided that County may use any unspent grant funds to minimize the costs directly associated with unwinding activities funded by such grants, provided that it does so reasonably and prudently). Upon termination of this MOU, any terms which by their nature are intended to extend beyond termination will remain in effect, including without limitation Sections V.B, V.D, and V.F-M.

C. Changes and Amendments. While this MOU may be amended by mutual consent of the Parties hereto, All Home is contributing funding to support the scope of work proposed in the County's RFQ and in the Consultant's original proposal. County will consult All Home prior to any amendment to Consultant contract.

D. Costs. Unless otherwise mutually agreed in writing, each Party will bear their own costs in connection with their performance under this MOU.

E. Relationship. The relationship between the Parties is that of independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary or similar relationship between the Parties, and neither Party is entitled to any employment rights or benefits of the other Party. Neither Party is an agent of the other Party nor does any Party have the authority to enter into any contract or to incur any liability, debt, or other obligation on behalf of the other Party.

F. Confidentiality & Access. To the extent allowed under the California Public Records Act and other applicable local, State, and Federal laws relating to public access to governmental records, the Parties will treat as confidential any information provided by or on behalf of All Home in connection with this Agreement that is identified in advance as confidential or proprietary, or which would be reasonably considered confidential given the circumstances and

nature of disclosure (collectively, the "Confidential Information"). The Parties shall use the Confidential Information only for the purpose of performing under this MOU. Following termination of this MOU, or upon any request by All Home, the Parties shall return or destroy any and all Confidential Information. In addition, County may have access to All Home records, methodologies, protocols, data, designs, documents, and other materials (collectively and each "Materials") in connection with this MOU. All Home will retain sole ownership of all Materials and other tangible, real or intellectual property made available to County and its contractors, with the exception of those Materials meant for public disclosure.

G. Insurance. Each Party will maintain during the term of this MOU insurance at levels reasonable and customary for its industry, including any insurance required by applicable law.

H. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

I. Choice of Law. This Agreement is governed by California law. Each party hereby irrevocably waives any claim of inconvenient forum.

J. Dispute Resolution. If the Parties fail to mutually agree on any matters under this MOU or if either Party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU, the Parties shall submit the matter for resolution in accordance with the following procedures:

1. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing Party shall first provide a written statement to the other describing the general nature of the claim.
2. The statement must indicate that it is the first statement of a formal dispute resolution process.
3. The statement need not be complete and does not limit the claim(s) of either Party in any further action or procedure.
4. Within ten business days of the receipt of the statement, the Parties shall meet and confer in good faith to seek to resolve the matter and set forth such resolution in a writing signed by both Parties.
5. If the above process is unsuccessful in resolving the dispute within a commercially reasonable period of time, or if either Party does not follow the procedures outlined in this Section, Section V.D above shall apply.

K. Entire Agreement. This MOU constitutes the entire agreement between All Home and County. There are no terms, conditions or obligations made or entered into by the Parties other

than those contained herein. By executing this MOU the Parties signing below represent that they have the authority to bind their respective agencies.

L. Authorized Signatures. The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties to the obligations set forth herein.

M. Counterparts & Electronic Signatures. This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

N. Assignment. Neither Party may assign its rights or delegate its duties under this MOU to any third party without the other Party's prior written consent.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates indicated below.

The County of Contra Costa

Tides Center

All Home

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Title

Title

Title

Date

Date

Date