

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF PALM DESERT**

**AND**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**FOR FUNDING CV HOUSING FIRST AND ADDRESSING HOMELESSNESS**

This Memorandum of Understanding (the "Memorandum") is made by and between the CITY OF PALM DESERT and the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ("CVAG"), with respect to the following:

**WHEREAS**, the City of Palm Desert is interested in funding the provision of 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 of Palm Desert is supporting CVAG's CV Housing First program as a regional solution for homeless individuals; and

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

NOW, THEREFORE, the City of Palm Desert and CVAG agree to the following:

**1.0 TERM OF MEMORANDUM.**

The term of this Memorandum shall expire on June 30, 2026, unless earlier terminated by either party by giving written notice of termination at least sixty (60) days prior to July 1st of any fiscal year.

**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 quarterly reports to the City of Palm Desert 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 of Palm Desert (as defined in Section 2.2 below) and the use of any other public moneys (collectively, the "Compliance Requirements").

2.2 The City of Palm Desert will provide financial support each fiscal year for the duration of the agreement. In Fiscal Year 2025-26, the payment shall be One Hundred Twenty-Five Thousand Dollars (\$125,000) to CVAG. Subsequent annual payments shall

incorporate an annual inflation adjustment that mirrors the one used by CVAG for its Transportation Uniform Mitigation Fee and be based on the Riverside-San Bernardino-Ontario Consumer Price Index (CPI). Such CPI will be reviewed annually by the Homelessness Committee, which will determine whether or not to apply the inflation factor.

2.3 The City of Palm Desert Funds shall be paid provided CVAG complies with its obligations under this Memorandum and provided that the Memorandum is not earlier terminated as provided for herein. The City of Palm Desert shall disburse the funds no later than 90 days after the beginning of each fiscal year. All 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 of Palm Desert may withhold an installment disbursement of the Funds that have not yet been disbursed. If CVAG fails to comply with any Compliance Requirements, the City of Palm Desert may (i) withhold an installment disbursement that has not yet been disbursed, (ii) order a return to the City of Palm Desert of any portion or all City of Palm Desert 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 of Palm Desert 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 of Palm Desert.

### **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. At the City of Palm Desert request, these CVAG shall submit certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect.

### **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]*

IN WITNESS WHEREOF, Coachella Valley Association of Governments and the CITY OF PALM DESERT have executed this Memorandum as evidenced by the signatures contained below:

**CITY OF PALM DESERT**

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

\_\_\_\_\_

Name: Chris Esobedo

Title: Interim City Manager

Date: \_\_\_\_\_

**COACHELLA VALLEY  
ASSOCIATION OF GOVERNMENTS**

By:

Name: Tom Kirk

Title: Executive Director

Date: \_\_\_\_\_

**ATTEST**

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

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

**ATTEST**

By:

Name: Allen McMillen

Title: CVAG Contracts Analyst

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

Provide services to unhoused individuals and families in the Coachella Valley, and more specifically in the CITY OF PALM DESERT 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 services or clinics, and linkages to housing services.

## **EXHIBIT B**

### **CV Housing First Metrics and Reporting Requirements**

CVAG will also provide a quarterly report, modeled after the one attached, that provides an overview of services provided across the Coachella Valley. In addition, if requested by the City of Palm Desert, CVAG shall provide information on the following program components on a six-month basis:

- Number of unduplicated CV 200 clients from the City of Palm Desert who moved into crisis stabilization housing
- Number of permanent housing resolutions for CV 200 clients from the City of Palm Desert
- Number of contacts made with CV 200 clients in the City of Palm Desert
- Number of total outreach scheduled outings in the City of Palm Desert