

**MEMORANDUM OF UNDERSTANDING REGARDING COLLABORATION TO PROVIDE SERVICES TO VETERANS**

This Memorandum of Understanding ("MOU") is between the County of San Luis Obispo ("County") and the Community Action Partnership of San Luis Obispo ("CAPSLO"), collectively referred to as "the Parties."

**WITNESSETH**

WHEREAS, CAPSLO has received a grant from the United States Veterans' Administration to provide services to veterans in San Luis Obispo County under the Supportive Services for Veterans' Families program ("Grant"); and

WHEREAS, on December 16, 2014, County and CAPSLO entered into a contract to further CAPSLO's goal of administering the Grant; and

WHEREAS, on February 1, 2016, CAPSLO and the County amended the Contract; and

WHEREAS, CAPSLO and the County intend to continue their collaborative efforts to provide services to veterans.

NOW, THEREFORE, the parties agree as follows:

**SECTION 1:** CAPSLO and the County agree that the Contract will be terminated effective July 1, 2016, to be supplanted by this MOU.

**SECTION 2:** The Parties agree to continue and improve upon the collaborative relationship that the Parties have established to assist CAPSLO in the performance of their obligations under the Grant.

**SECTION 3:** County will grant CAPSLO a work space in the location housing the County's Office of Veterans Services.

**SECTION 4:** CAPSLO may allocate two employees to work based in County's Veteran's Services office, under a schedule and during hours designated by CAPSLO subject to approval by County, except that County must grant approval of such hours if they are within the standard business hours in which the County's Veterans Services office is open to the public. Nothing in this Section guarantees that CAPSLO will have an employee(s) at County's office at any given time, nor does any provision in this Section grant County any right to have CAPSLO station an employee(s) at County's office.

**SECTION 5:** CAPSLO shall be solely responsible for providing any employees stationed at County's office with all necessary office supplies and equipment.

**SECTION 6:** Prior to commencing work, any such employees designated by CAPSLO must complete the full background process required of other County employees, at CAPSLO's expense. With 30 days' notice, County has the right to insist that CAPSLO replace the employee(s) assigned to work in County's office

**SECTION 7:** County shall provide CAPSLO assistance in the performance of work under the Grant, with such assistance to be provided by one employee designated by County. All such work shall be under the supervision of County, and not CAPSLO, and any such assistance shall be so long as providing such assistance does not conflict with the performance of the employee's other duties assigned by County.

**SECTION 8:** Neither of the Parties shall be obligated to pay the other for services under this MOU, and neither of the Parties agrees to indemnify or defend the other.

**SECTION 9:** This MOU shall be effective until the Grant expires.

**SECTION 10:** Either of the Parties may terminate this MOU without cause upon 30 days' written notice to the other. The Director of Veterans Services shall have the authority to terminate this MOU without the need to seek approval from the Board of Supervisors.

**SECTION 11:** All notices under this MOU shall be delivered to the following representatives for the Parties, except that either of the Parties may substitute a different representative by providing the other with written notice:

Christopher L. Lopez, VSO, 801 Grand Ave. San Luis Obispo, CA 93401

Robert Ellis, SSVF Program Manager, 850 Fiero Lane, San Luis Obispo, CA 93401

Jim Famalette, CAPSLO COO, 1030 Southwood Drive, San Luis Obispo, CA 93401

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR

Community Action Partnership of San Luis Obispo County, Inc.

By: [Signature]  
Robert Ellis  
SSVF Program Manager

CONTRACTOR

Community Action Partnership of San Luis Obispo County, Inc.

By: [Signature]  
Grace McIntosh MSW MPA  
Deputy Director

Tax ID# Held in Confidential File

COUNTY COUNSEL

Approved as to form and legal effect.

RITA NEAL  
COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel

Date: 6/13/11

COUNTY OF SAN LUIS OBISPO,  
A Public Entity in the State of California

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

ATTEST

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors