

**MEMORANDUM OF UNDERSTANDING
TO TRANSFER OWNERSHIP OF STATE PROVIDED TRAILERS TO THE COUNTY
OF NEVADA FOR HOMELESSNESS RESPONSE TO COVID-19**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU), the City of Los Angeles, a municipal corporation (hereinafter City), and the County of Nevada, a governmental agency (hereinafter Recipient) to transfer ownership of State provided trailers in possession of the City to Recipient for homelessness response needs related to COVID-19.

RECITALS

WHEREAS, in January of 2020 the World Health Organization (“WHO”) declared the outbreak of novel Coronavirus 2019 (“COVID-19”) a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic; and

WHEREAS, on March 4, 2020, the Mayor of the City of Los Angeles (“Mayor”) declared a local emergency pursuant to Los Angeles Administrative Code (“LAAC”) Section 8.21 et seq., (“Declaration of Local Emergency”); and

WHEREAS, on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency; and

WHEREAS, on March 3, 2020, the Governor of the State of California (“Governor”) declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and section 8625 of the California Government Code; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19; and

WHEREAS, on March 10, 2020, the Nevada County Board of Supervisors passed and adopted Resolutions 20-062, ratifying the declaration of a local health emergency in Nevada County, and 20-063, proclaiming a local emergency in Nevada County, due to rapid spread of COVID-19 in a growing number of countries, including the United States, and the potential introduction of COVID-19 in the County of Nevada; and

WHEREAS, on March 13, 2020 the President of the United States (“POTUS”) declared the COVID-19 pandemic an emergency (“US COVID-19 Emergency Declaration”) pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (“Stafford Act”) thereby allowing reimbursement of eligible emergency protective measures taken to respond to the COVID-19 emergency; and

WHEREAS, between March 20, 2020 and April 2, 2020, the State provided the City with trailers to be used for the City's homelessness response to COVID-19; and

WHEREAS, the City wishes to provide Recipient with six (6) trailers for public services to be rendered to those experiencing homelessness in their community, constitutes a public purpose; and

WHEREAS, Recipient desires to accept and utilize the trailers for individuals experiencing homelessness and in need of temporary housing, quarantine and/or isolation due to COVID-19.

NOW THEREFORE, the Parties hereto covenant, represent and agree as follows:

1. The City shall provide six (6) number of provided trailers to Recipient for the purpose of providing public services to their homeless community. Transfer of the trailers, identified by VIN number in the attached Schedule A, fully incorporated herein, and shall be deemed to have taken place when Recipient has accepted delivery of the trailers at a time and place to be determined by the Parties.
2. The trailers shall be transferred to Recipient with no express or implied warranties. The City expressly disclaims any warranties of fitness for purpose and merchantability. The City makes no representation that the trailers can be operated in any capacity. Recipient shall perform any inspection it desires prior to receipt of the trailers, and Recipient shall accept the trailers in "as is" condition. Recipient releases the City from any and all claims of defect of the trailers or due to failure of the trailers to perform as intended by Recipient.
3. Recipient expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 ("Similar Provision"). Thus, Recipient may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released.

Section 1542, provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. Recipient shall indemnify, defend and hold harmless the City, its officers, employees and agents, from any third party claims of personal or real property damage arising from the use of the trailers after transfer of the trailers to Recipient.

5. Recipient shall make all necessary arrangements for the transportation of the trailers to their facilities.
6. Recipient shall complete transfer of title in the aforementioned trailers to reflect Recipient as the registered owner of the subject trailers. Proof of title paperwork being filed within the Recipient's jurisdiction must be provided to City within ninety (90) days of the execution of this MOU.
7. The contact for the City of Los Angeles shall be: Richard Coulson, Assistant General Manager, Fleet and Fuel Services, General Services Department, 111 E First Street, Los Angeles, CA 90012, (213) 928-9575, richard.coulson@lacity.org.
8. The contact for Recipient shall be: Mike Dent, Director, Department of Child Support, Collections, Housing and Community Services, Nevada County Health and Human Services Agency, 950 Maidu Ave., Nevada City, CA 95959, (530) 265-1410, Mike.dent@co.nevada.ca.us.
9. This Agreement shall be interpreted in accordance with the laws of the State of California.

(Signature Page to Follow)

IN WITNESS THEREOF, the California State Department of General Services, City of Los Angeles and _____, have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
TONY M. ROYSTER, General Manager
Department of General Services

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

COUNTY OF NEVADA

By: _____

Date: _____

Honorable Heidi Hall, Chair, of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson Hunter,
Clerk of the Board of Supervisors

Approved as to Form:

By: _____
County Counsel

SCHEDULE A
VIN NUMBERS OF TRAILERS TO BE TRANSFERRED:

1. 4YDT26223LY934357
2. 4YDT25B23LC504772
3. 4YDT24528LN243598
4. 4YDT24320LX432267
5. 5SFPB3224LE428232
6. 5SFNB3624LN430144