

**SUPPLEMENTAL FUNDING MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF EL PASO DE ROBLES AND EL CAMINO HOMELESS ORGANIZATION**

This Supplemental Funding Memorandum of Understanding (“SMOU”) by and between the City of El Paso de Robles (the CITY), and El Camino Homeless Organization (ECHO), is entered into as of August 16, 2022.

RECITALS

- A. The City, ECHO, Peoples Self Help Housing and the Housing Authority of San Luis Obispo entered into a Memorandum of Understanding, dated January 19, 2021 (the “MOU”) to fund certain efforts related to homeless services and the opening of a Project Homekey facility in the City; and
- B. ECHO has been operating shelter services for approximately 18 months; and
- C. ECHO has requested additional funding from the City to address certain funding shortfalls ECHO anticipates incurring in Fiscal Year 2022/23 and 2023/24; and
- D. City desires to provide additional funding to ECHO under certain terms and conditions as provided for in this SMOU.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals. The Recitals of facts set forth above are true and correct and are incorporated into this SMOU in their entirety by this reference.
- 2. Effective Date of this SMOU: This SMOU shall become effective on the first date upon which all of the following have occurred (“Effective Date”): (a) execution of this SMOU by ECHO; and (b) formal approval of this SMOU by the City.
- 3. ECHO Obligations. Prior to the first quarterly payment of funds by the City to ECHO:
 - a. ECHO will continue to provide not less than 50 temporary shelter beds for the homeless population, as well as case management services and life-skill classes.
 - b. In recognition of the potential challenges to neighboring businesses associated with feeding and sheltering large numbers of individuals, ECHO shall establish a pilot program, to run for the duration of this MOU, to mitigate the departure impacts and potential negative activities of guests from the ECHO Paso Robles facility so as not to overwhelm neighboring businesses.
 - c. ECHO shall offer programs at the Paso Robles facility at least 4-hours per day Monday through Friday, during daytime hours, to engage clients in productive activities that support the facility and encourage positive client behavior and neighbor interactions.

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- d. ECHO shall provide detailed quarterly financial and expense reports to the City for the Paso Robles facility.
 - e. ECHO shall provide quarterly operations reports to the City, including but not limited to the number of clients receiving meals, nightly shelter, laundry and shower services, direct aid expenses, all professional services such as mental health referrals, case management services, permanent housing placement, and number of unsheltered homeless.
 - f. ECHO shall form a Community Stakeholder Committee (CSC) to include local business owners, Paso Robles Police Department staff, Paso Robles Emergency Services staff, ECHO staff, and City Council liaisons. ECHO shall host and oversee CSC meetings on a quarterly basis or more frequently as requested by the City, ECHO, and/or stakeholders to report on operations, provide statistical information, discuss community concerns, and work on strategies for the future of ECHO and addressing homelessness in Paso Robles.
 - g. ECHO shall make available to stakeholders a 24-hour telephone line for reporting of urgent issues that may arise between quarterly meetings. Calls to said line shall be responded to within sixty (60) minutes. All calls are to be logged as to issue and resolution and logs shall be included in quarterly reports.
 - h. ECHO shall communicate with clients daily about proper community behavior; specifically addressing potential negative behaviors impacting neighboring businesses.
 - i. ECHO shall document its continued efforts to increase the frequency of visits and number of onsite mental health counselors. Progress in this area shall be included in quarterly reports to the City.
 - j. ECHO shall maintain its agreement with HASLO for ownership and operation of temporary housing.
 - k. Subject to all applicable laws and consistent with the requirements for funding sources used for development and operations of the Project, ECHO shall give a preference in the occupancy of the temporary units in the Project to eligible households who live or work in the City of Paso Robles, to the extent allowed by law.
 - l. In recognition that the City only anticipates providing a one-time funding allocation to ECHO during the 2022-2024 budget cycle, ECHO shall seek all relevant grants and funding opportunities in support of ECHO Paso Robles, documenting these efforts and all funding streams in quarterly reports to the City.
4. City Obligations.
- a. Upon satisfaction of ECHO Obligations, above, in City's reasonable discretion, City will provide \$55,500 in quarterly payments for a total

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contribution of \$222,000 in fiscal year 2022-2023. If all conditions precedent have been satisfied payments shall be made within 30 days.

- b. Provided ECHO has continued to satisfy the ECHO Obligations, above, to City's reasonable satisfaction, City will provide \$55,500 in quarterly payments for a total contribution of \$222,000 in fiscal year 2023-2024. If all conditions precedent have been satisfied payments shall be made within 30 days.
5. Conflicts between this SMOU and the MOU. ECHO acknowledges and agrees that there is overlap between the obligations under this SMOU and the MOU. ECHO shall at all times be in compliance with both documents. To the extent that there is conflict between the obligations in this SMOU and the MOU, ECHO shall perform and comply with the more restrictive or onerous requirements. If ECHO is unsure of their obligations, ECHO shall immediately contact City for clarification.
6. Principal Contacts. The Principal Contacts for each one of the organizations is:

City: Ty Lewis
City Manager
City of Paso Robles
1000 Spring Street, Paso Robles, CA 93446
tlewis@prcity.com
Office (805) 237-3888

ECHO: Wendy Lewis, President and CEO
El Camino Homeless Organization
6370 Atascadero Avenue
Atascadero, CA 93422
Office (805) 792-0090

Such Principal Contacts may be changed in writing from time to time by each Party.

7. Dispute Resolution. The Parties hereby agree that, in the event of any dispute between the Parties relating to this MOU, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation with a mediator selected by the Parties. The costs of mediation shall be shared equally by the Parties. No Party waives its legal rights to adjudicate this Agreement in a legal forum if the Parties are unable to agree upon a mediator. The Parties further understand and acknowledge that nothing in this MOU precludes the City from taking any actions necessary to preserve the public health and safety or pursue applicable remedies under State law or the Paso Robles Municipal Code related to the Project.

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8. Mutual Cooperation. The Parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this MOU, and shall make diligent response to inquiries and requests for information from the other Partner. The Parties agree to provide all project-related information and documents as requested by the other Party, the County or HCD, including all Homekey and HEAP related reporting and documentation.
9. No Third Party Beneficiaries. This MOU is intended solely for the benefit of the Parties hereto and is not intended to and does not confer any benefit to third parties.
10. No Joint Venture. Nothing in this MOU shall be deemed to create any form of business organization between the Parties, including, without limitation, a joint venture or partnership. Except as expressly provided to the contrary in this MOU, nothing contained in this MOU shall authorize or empower any Party to assume or create any obligation or liability whatsoever, express or implied, on behalf of the other Party or the Project.
11. Effect of MOU; Entire Agreement. This MOU, including all exhibits and other documents incorporated herein or made applicable by reference, if any, constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. Any changes, modifications or addendums to this MOU must be in writing, approved by the Parties. Nothing contained in this MOU shall be construed to require, or have the effect of requiring any Party to take any action inconsistent with any applicable law, rule or regulation which governs the Party's actions.
12. Assignment And Assumption. No Party shall assign any of their interests or obligations under this MOU to any other party, without the prior written consent of the others.
13. Effect of Legal Judgements. Should any covenant, condition, or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.
14. Notices. Any notices to be given pursuant to this MOU shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the Principal Contacts as set forth above.
15. Governing Law. This MOU shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law. This MOU is made, entered into and executed in San Luis Obispo County, California, and any action filed for the interpretation, enforcement or other action with respect to the terms, conditions or covenants referred to herein shall be filed in the applicable court in San Luis Obispo County, California.

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16. Costs. Each Party agrees that it shall not be liable to the other Party for any costs incurred related to the negotiation of this MOU, including attorney fees.
17. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original.
18. Time is of the Essence. Time is of the essence in the performance of each and every obligation of the Parties under this MOU.
19. Drafting. Each of the Parties hereto agree that this MOU is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such Party to this MOU waives the effect of such statute.
20. Waiver. No failure of a Party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by another Party of any obligation hereunder, and no custom or practice at variance with the terms hereto, shall constitute a subsequent waiver of the Party's right to demand compliance with the terms hereof..
21. Headings. The headings used in this MOU are solely for convenience of reference and shall not constitute a part of this MOU, nor shall they affect the meaning, construction or effect of any provision thereof.
22. Authority. Each of the Parties and its officers executing this MOU represents and warrants to the other Party that they have the requisite legal authority to enter into this MOU.


[SIGNATURES BEGIN ON FOLLOWING PAGE]

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**SUPPLEMENTAL FUNDING MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF EL PASO DE ROBLES AND EL CAMINO HOMELESS ORGANIZATION**

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first above written.


The City of El Paso de Robles, a municipal corporation

By: 

Name: Ty Lewis

Its: City Manager

El Camino Homeless Organization

By: 
Wendy Lewis (Aug 22, 2022 12:16 PDT)

Name: Wendy Lewis

Its: CEO










Supplemental MOU City of Paso Robles and El Camino Homeless Organization

Final Audit Report

2022-08-25

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-  Signer wlewis@echoshelter.org entered name at signing as Wendy Lewis
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