

MEMORANDUM OF UNDERSTANDING
Between
CA-609 San Bernardino City & County Continuum of Care
and
San Bernardino County Office of Homeless Services
for
Administrative Entity

May 7, 2024 – December 31, 2028

WHEREAS, as set forth in California Health and Safety Code Section 50210, “Administrative entity” means a unit of general-purpose local government or a nonprofit organization that has previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations (CFR) that has been designated by the CoC to administer program funds; and

WHEREAS, CA-609 San Bernardino City and County Continuum of Care (SBC CoC) desires to have San Bernardino County (County), through its Office of Homeless Services (OHS), act on its behalf as the Administrative Entity to administer grant funds on behalf of the SBC CoC; and

WHEREAS, OHS agrees to perform the services as set forth below;

NOW THEREFORE, SBC CoC and the County, through OHS, mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Administrative Entity: A unit of general-purpose local government or a nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the CFR that has been designated by the CoC to administer program funds.
- B. CA-609 San Bernardino City and County Continuum of Care (SBC CoC): Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless. The SBC CoC also coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State, and local governments.
- C. Continuum of Care (CoC): The group organized to carry out the responsibilities required under the CoC Program Interim Rule and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.
- D. Homeless: The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as may be amended.
- E. Homeless Management Information System (HMIS): A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by HUD, the CoC utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.
- F. Interagency Council on Homelessness (ICH): The policy making body for the SBC CoC, elected by the SBC CoC membership.
- G. Office of Homeless Services (OHS): The County department designated as the Administrative Entity for the SBC CoC.

II. OHS SERVICE RESPONSIBILITIES

- A. Complete and submit grant applications on behalf of the SBC CoC for funding sources that allocate funding to CoCs.
- B. Grant administration to include, but not limited to: contracting with the California Interagency Council on Homelessness (Cal ICH) to receive grant funds awarded to the SBC CoC, track funds, meet the terms and conditions of the State contract(s), contracting, when necessary, with sub-recipients and reporting on funds and activities to Cal ICH, and submitting required reports to Cal ICH.
- C. Provide HMIS data to the State Homeless Data Integration System (HDIS).
- D. Ensure that the SBC CoC meets State funding activities for consultation, coordination, and planning to meet State funding requirements.

- E. Other Support Activities as negotiated and approved by both parties, memorialized in writing, and required by the State funding program.

III. OHS GENERAL RESPONSIBILITIES

- A. OHS agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from SBC CoC. Any subcontractor shall be subject to the same provisions as OHS in addition to all terms and conditions as required by SBC CoC. OHS shall be fully responsible for the performance of any subcontractor.
- B. OHS will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within OHS. ICH Chair or designee shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- C. OHS shall provide a written procedure, approved by SBC CoC, through which service recipients may express and have considered their views and complaints regarding the delivery of services.
- D. OHS shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein as required by applicable law or for the period of this MOU defined in Section VIII, whichever is longer.

IV. SBC CoC RESPONSIBILITIES

- A. The SBC CoC is responsible for providing the pertinent information necessary for the completion of AE duties with sufficient time for the AE to complete all required processes to allow for timely submittal to the funding source regarding the SBC CoC allocation. (Examples: planning information, priorities, data).
- B. The SBC CoC is responsible for ensuring that all relevant homeless-dedicated organizations provide the data elements necessary in HMIS to meet funding source requirements and to effectively assess system needs and gaps.
- C. Comply with the provisions of this MOU.

V. MUTUAL RESPONSIBILITIES

- A. SBC CoC and OHS agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. SBC CoC and OHS agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through SBC CoC and OHS' mutual chain of command, as deemed necessary.
- C. SBC CoC and OHS agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. SBC CoC and OHS agree to develop procedures for resolving grievances including the specific steps either entity must follow, and the time limits for resolution.
- E. The SBC CoC and OHS shall work together to build a CoC organization that is capable of addressing the needs of people experiencing homelessness and implement programs and projects addressing the identified needs and gaps in service.

- F. The SBC CoC and OHS shall make every effort to approach various agencies, entities, service providers, general public, and others to further the homelessness cause and implement programs and services needed dependent on funding.
- G. The SBC CoC and OHS shall strive to educate the community about their roles, responsibilities, and collaborative mission working together to develop an effective community plan for sharing information.
- H. The SBC CoC and OHS shall communicate regularly and nurture collaboration, and will ensure that other partners are included in the collaboration and development of appropriate community initiatives.
- I. The SBC CoC and OHS shall develop training programs designed to educate SBC CoC members relative to homeless issues, gaps, and services, HUD rules and regulations, and other training as may be identified.
- J. The SBC CoC and OHS shall perform other functions that may arise that are not identified within this MOU but may be necessary to carry out the operation and functions of the SBC CoC or the Collaborative Applicant.
- K. The Parties mutually agree to be bound by, and abide by, all applicable anti-discrimination statutes, regulations, policies, and procedures as may be applicable under any federal or state contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted.

VI. FISCAL PROVISIONS

- A. As the Administrative Entity for SBC CoC funding sources, OHS will receive the administrative allocation for any funding sources OHS applies for and receives on SBC CoC's behalf.
- B. Funds made available under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU.

VII. RIGHT TO MONITOR AND AUDIT

- A. ICH Chair, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of OHS in the delivery of services provided under this MOU. Full cooperation shall be given by OHS in any auditing or monitoring conducted.
- B. OHS shall cooperate with SBC CoC in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by SBC CoC , federal and state representatives for a period of three years after the MOU expires or until all pending county, state, and federal audits are completed, whichever is later. Records of OHS which do not pertain to the services under this MOU shall not be subject to review or audit unless required by applicable law or provided in this or another agreement. Technical program data shall be retained and made available upon SBC CoC's reasonable advance written notice or turned over to SBC CoC.

VIII. TERM

This MOU is effective as of May 7, 2024 and expires December 31, 2028, but may be terminated earlier in accordance with provisions of Section IX of this MOU. The Parties may extend this MOU by written amendment signed by both Parties.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The ICH Chair, or his/her designee, is authorized to exercise SBC CoC's rights with respect to any termination of this MOU. The OHS' Chief of Homeless Services, or his/her appointed designee, has authority to terminate this MOU on behalf of the County.
- B. OHS will only be able to use administrative funds for costs and uncancelable obligations incurred prior to the date of termination. OHS will not be reimbursed for costs incurred after the date of termination.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, SBC CoC may immediately terminate this MOU upon written notice to OHS.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by each Party's authorized representative as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on either of the Parties hereto.
- C. This MOU is not assignable by either Party, in whole or in part, without the other Parties' prior written consent.
- D. In the event of any dispute under this MOU, each Party to this MOU shall bear its own attorney's fees and costs regardless of who is the prevailing party.
- E. The parties acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- F. The Parties hereto shall use their best efforts to settle any dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.
- G. The Parties mutually agree to be bound by, and abide by, all applicable anti-discrimination statutes, regulations, policies, and procedures as may be applicable under any federal or state contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted.
- H. County is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through its respective program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this MOU.

- I. SBC CoC shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of County under this MOU.
- J. The County agrees to indemnify, defend and hold harmless the SBC CoC and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the County's negligent acts and errors or omissions under this MOU and for any costs or expenses incurred by the SBC CoC on account of any claim therefore, except where such indemnification is prohibited by law.

XI. CONCLUSION

- A. This MOU, consisting of 7 pages, is the full and complete document describing services to be rendered by the County, through OHS, to SBC CoC including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed MOU upon request.

CA-609 SAN BERNARDINO CITY & COUNTY
Continuum of Care

SAN BERNARDINO COUNTY
Office of Homeless Services

Name: Jessica Alexander
Title: Chair, Interagency Council on Homelessness
Address: 1595 E. Art Townsend Drive
San Bernardino, CA

Name: Marcus Dillard
Title: Chief of Homeless Services
Address: 560 E. Hospitality Lane, Ste. 200
San Bernardino, CA

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Name: Sophie A. Curtis
Title: Deputy County Counsel
Address: 385 N. Arrowhead Ave.
San Bernardino, CA

Name: Suzanne Bryant
Title: Deputy County Counsel
Address: 385 N. Arrowhead Ave.
San Bernardino, CA

Date: _____

Date: _____