

JOINT MEMORANDUM OF UNDERSTANDING
Between
SAN BERNARDINO COUNTY CHILDREN AND FAMILY SERVICES
and
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
and
SAN BERNARDINO COUNTY OFFICE OF HOMELESS SERVICES
for
FAMILY UNIFICATION PROGRAM
and
FOSTER YOUTH INITIATIVE

SEPTEMBER 24, 2024 – AUGUST 31, 2027

WHEREAS, San Bernardino County Children and Family Services, hereafter referred to as CFS, serves as San Bernardino County's Public Child Welfare Agency (PCWA) and provides services to protect endangered children, preserve and strengthen families, and develop alternative family settings in San Bernardino County; and

WHEREAS, the San Bernardino County Office of Homeless Services, hereafter referred to as OHS, serves as the collaborator for San Bernardino County and County Continuum of Care (CoC) and promotes collaboration between agencies to direct planning, development, and implementation of the San Bernardino County ten (10) year Strategy to End Homelessness; and

WHEREAS, the Housing Authority of the County of San Bernardino, hereafter referred to as HACSB, provides housing subsidies to families and foster youth through the Family Unification Program (FUP) and Foster Youth Initiative (FYI); and

WHEREAS, HACSB and CFS are committed to administering the FUP and FYI; and

WHEREAS, OHS is committed to cooperate with and assist HACSB and CFS to integrate the prioritization and referral process for FUP and FYI eligible youth/young adults into the local CoC coordinated entry process; and

WHEREAS, HACSB, CFS and OHS desire a Memorandum of Understanding (MOU) for the purpose of defining their respective roles in providing housing subsidies, support and services for the administration of the FUP and FYI, referred to collectively as Program; and

NOW THEREFORE, CFS, OHS and HACSB mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I.	PURPOSE	3
II.	DEFINITIONS	3
III.	GOALS AND STANDARDS FOR SUCCESS	6
IV.	HACSB SERVICE RESPONSIBILITIES	6
V.	CFS SERVICE RESPONSIBILITIES.....	8
VI.	OHS RESPONSIBILITIES.....	11
VII.	MUTUAL RESPONSIBILITIES	12
VIII.	FISCAL RESPONSIBILITIES.....	13
IX.	RIGHT TO MONITOR AND AUDIT	13
X.	TERM	13
XI.	EARLY TERMINATION.....	13
XII.	DESIGNATED PROGRAM LIAISONS.....	13
XIII.	INDEMNIFICATION AND INSURANCE.....	14
XIV.	GENERAL PROVISIONS	14
XV.	CONCLUSION.....	15

I. PURPOSE

The Family Unification Program (FUP), administered by HACSB, provides housing subsidies with supportive services to families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their families. Both the FUP and FYI provide housing subsidies and supportive services to youth/young adults at least eighteen (18) years and not more than twenty-four (24) years of age, who left foster care, or will leave foster care within ninety (90) days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and are homeless or are at risk of becoming homeless at age sixteen (16) or older.

Housing subsidies for approximately 123 families and individuals are available under FUP for previous funding awards. New funding awards under FUP and FYI will also be subject to this MOU. HACSB will work with CFS and OHS to identify FUP eligible families and FUP/FYI eligible youth/young adults as defined in Section II. CFS will refer to HACSB FUP eligible families and FUP/FYI eligible youth/young adults to be assisted with housing subsidies. CFS and OHS through the CoC Coordinated Entry System (CES) will work to identify FUP/FYI eligible youth/young adults not currently within CFS' caseload. HACSB will administer the housing subsidies and corresponding family obligation requirements, while CFS will provide case management services.

The Program is a federal program funded by the U.S. Department of Housing and Urban Development and HACSB is the grantee for the rental assistance. Case management service funding is not provided by the grant, as such, it is HACSB's responsibility to identify a partner that will provide the needed case management services and determine if the household meets the federal guidelines for Program eligibility.

II. DEFINITIONS

- A. Administrative Plan – Policy manual that details rules and policies that govern the subsidized programs under the HACSB.
- B. At Risk of Becoming Homeless – Individuals and families:
 - 1. Whose income is below thirty (30%) of the median family income for the areas as determined by the United States Department of Housing and Urban Development (HUD);
 - 2. Who do not have sufficient resources or support networks, e.g., family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter; and
 - 3. Who meet one (1) of the seven (7) other requirements listed in Code of Federal Regulations (CFR) Title 24, section 576.2(iii).
- C. Coordinated Entry System (CES): A database used to identify, assess, and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. The database is designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access services as quickly as possible.

- D. Family – As least two (2) or more individuals who are related by blood or marriage. The term family is used interchangeably with “applicant”, “participant” or “client” in this MOU.
- E. Family Obligations Agreement/Voucher – Contract between the eligible participant and the HACSB that details the requirements, rules, policies, and responsibilities for participation in the Program. A contract signed by the eligible participant with HACSB does not preclude or override any requirements made by CFS or OHS or contained in the Landlord/tenant Lease (defined below).
- F. Family Unification Program (FUP) – A program that is funded by HUD, which provides housing subsidies to approximately 123 eligible families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their families; and young adults, who left foster care, or will leave foster care within 90 days, and are homeless or At Risk of Becoming Homeless.
- G. FUP Eligible Family – A family that the Public Child Welfare Agency (PCWA) has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family’s child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care.
- H. FUP and FYI Eligible Youth/Young Adults – A youth/young adult that the PCWA has certified to be at least eighteen (18) years old and not more than twenty-four (24) years of age (has not reached their twenty-fifth (25th) birthday) who left foster care, or will leave foster care within ninety (90) days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age sixteen (16) or older. Eligibility under this definition is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive FUP or FYI assistance assuming they otherwise meet eligibility requirements.
- I. Foster Youth Initiative (FYI) – A HUD funded program providing rental assistance to young adults that CFS has certified to be at least eighteen (18) years old and not more than twenty-four (24) years of age (has not reached their twenty-fifth (25th) birthday) who left foster care, or will leave foster care within ninety (90) days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age sixteen (16) or older. This is the same population as the FUP Eligible Youth/Young Adults. By adding the FYI program to our MOU, HACSB is able to request FYI vouchers that are currently available on a noncompetitive basis.
- J. Homeless – The population that meets the characteristics described in 24 CFR 578.3.
- K. Housing Quality Standards (HQS) Inspection – A careful examination of the property to ensure the unit meets health, safety and quality standards, under HUD guidelines, that takes place prior to the execution of the lease between the Landlord and the tenant and before execution of the Housing Assistance Payments (HAP) Contract

between the Landlord and the HACSB and is also conducted on biennial basis to ensure ongoing compliance of the subsidized rental unit.

- L. Department of Housing and Urban Development (HUD) – The department that provides funding, regulatory guidance, monitoring and oversight of the FUP and FYI.
 - M. Lack of Adequate Housing – A family whose housing situation meets any one of the following conditions:
 - 1. Living in substandard housing;
 - 2. Homeless;
 - 3. Living in an overcrowded unit;
 - 4. Living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child, or children, in out-of-home care; or
 - 5. Living in housing not accessible to the family's child or children with a disability due to the nature of the disability.
 - N. Landlord – An individual, firm, corporation, partnership, HACSB or similar entity; or a designated property manager that holds title to the housing that receives funding through rental subsidies on behalf of this Program.
 - O. Lease – The private market rental lease agreement that outlines the rights and responsibilities of both the tenant and the landlord during the lease term.
 - P. Living in Overcrowded Housing* – A family whose housing situation meets the following conditions:
 - 1. The family is separated from their child (or children) and the parent(s) are living in an otherwise standard housing unit, but, after the family is reunited, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or
 - 2. The family is living with their child (or children) in a unit that is overcrowded for the entire family and this overcrowded condition may result, in addition to other factors, in the imminent placement of their child (or children) in out-of-home care.
- *For purposes of the above paragraph, the determination whether the unit is "overcrowded" must be in accordance with HACSB's subsidy standards, which indicate maximum unit capacity is two (2) persons per bedroom. (HACSB Admissions and Continued Occupancy Policies 4.1.1)
- Q. Notice of Funding Opportunity (NOFO) – A notice issued by HUD, notifying agencies of available funding opportunities.
 - R. Public Child Welfare Agency (PCWA) – The public agency that is responsible under applicable State law for determining that a child is at imminent risk of placement in

out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to his or her family, or that a youth/young adult is at least eighteen (18) years and not more than twenty-four (24) years of age and left foster care at age sixteen (16) or older, or will leave foster care within ninety (90) days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless.

- S. Substandard Housing – A family is living in substandard housing if the unit where the family lives:
1. Does not have operable indoor plumbing,
 2. Does not have a usable flush toilet inside the unit for the exclusive use of a family or youth/young adult,
 3. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family or youth/young adult,
 4. Does not have electricity or has inadequate or unsafe electrical service,
 5. Does not have a safe or adequate source of heat,
 6. Should, but does not, have a kitchen,
 7. Has been declared unfit for habitation by an agency or unit of government, or in its present condition otherwise endangers the health, safety, or wellbeing of the family or youth/young adult, or
 8. Has one or more critical defects, or a combination of intermediate defects in sufficient number or to the extent that it requires considerable repair or rebuilding. The defects may result from original construction, from continued neglect or lack of repair, or from serious damage to the structure.
- T. Target Population – FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults.

III. GOALS AND STANDARDS FOR SUCCESS

- A. The goals of the Program are to:
1. Ensure that all available Program vouchers are utilized for FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults,
 2. Identify FUP and FYI Eligible Youth/Young Adults and, request FYI vouchers under HUD's noncompetitive FYI application process, subject to funding availability, and
 3. Provide necessary supportive services to improve long term housing stability of youth/young adults and families.
- B. Leasing success is measured monthly and HACSB will relay to CFS the number of referrals needed to achieve and maintain 100% utilization.

IV. HACSB SERVICE RESPONSIBILITIES

HACSB shall:

- A. Accept families and youth/young adults certified by CFS as eligible for the Program. HACSB, upon receipt of the CFS list of families and youth/young adults, must compare the names with those families and youth/young adults already on HACSB's Housing Choice Voucher (HCV) waitlist. Any family or youth/young adult on HACSB's HCV waitlist that matches with CFS' list must be assisted in order of their position on the waitlist in accordance with HACSB's admission policies. Any family or youth/young adult certified by CFS as eligible and not on the HCV waitlist must be placed on the waitlist pending HCV eligibility determination. If HACSB has a closed HCV waitlist, it must reopen the waitlist and place on the waitlist a FUP applicant family or FUP and FYI Eligible Youth/Young Adult who is not currently on HACSB's HCV waitlist. HACSB may reopen the waitlist to accept a FUP applicant family or FUP and FYI Eligible Youth/Young Adult without opening the waitlist to other applicants. Services will be provided through the HACSB offices located in San Bernardino, Upland, and Victorville or at other HACSB sites as needed.
- B. Determine if any families with children, or youth/young adults age eighteen (18) through twenty-four (24) on HACSB's HCV waitlist are living in temporary shelters or otherwise meet the definition of Homeless and may qualify for the Program and refer such applicants to CFS.
- C. Request FYI vouchers through HUD's noncompetitive application process for FYI referrals from CFS.
- D. Amend the Administrative Plan in accordance with applicable program regulations and requirements, as needed.
- E. Administer the vouchers in accordance with applicable Program regulations and requirements.
- F. Provide training to CFS and OHS staff on HACSB's HCV procedures and Program requirements.
- G. Work with CFS and OHS to develop necessary data and tracking metrics for tracking and improvement purposes.
- H. Maintain releases of information signed by each participant in the Program to ensure open communication between CFS and HACSB to support housing navigation and retention efforts.
- I. Provide housing services that:
 - 1. Determine if families with children, or youth/young adults age eighteen (18) through twenty-four (24) referred by CFS are eligible for HCV assistance in accordance with HACSB's Administrative Plan and HUD determined guidelines governing the Program.
 - 2. Notify the applicant of acceptance into the Program and conduct orientation meetings to provide instructions to applicants on policies, the Family Obligations Agreement/Voucher, and to outline applicant's rental responsibilities.

3. Document that youth/young adults are informed of their eligibility for support services and the duration of the availability of those services.
 4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards.
 5. Determine if the contract rent for each lease approved unit is reasonable in relation to rent currently charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the owner for comparable units.
 6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount as determined by HACSB's Administrative Plan. Generate monthly payments to appropriately disburse funds to owners of approved occupied units.
 7. Ensure that Landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
- J. Conduct regular meetings (at least quarterly) with CFS and OHS.
 - K. Provide monthly report listing current FUP/FYI participants.
 - L. Comply with the time limit for FUP/FYI vouchers issued to youth/young adults, including any extension of this time limit that the youth is entitled to under the Fostering Stable Housing Opportunities (FSHO) amendments (Section 103 of Division Q of the Consolidated Appropriations Act, 2021 (Pub. L 116-260)) and HUD's FSHO implementation notice published in the Federal Register on January 24, 2022 (87 FR 3570) or subsequent notice.
 - M. Provide subsequent move counseling to FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults if the family or youth/young adult decides to move a second time. The move counseling will consist of a move briefing and how to locate a unit and unit listings.
 - N. Refer participants in need of landlord/tenant mediation to the Inland Fair Housing and Mediation Board for services.
 - O. Comply with all provisions of this MOU.

V. CFS SERVICE RESPONSIBILITIES

CFS shall:

- A. Establish and implement a system to identify FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults within the agency's caseload and to review referrals from HACSB and OHS. For families, the system should prioritize families

with an open case with a substantiated report of child abuse and neglect and whose children are at high risk for out-of-home placement or, for families whose children are already in out-of-home care, at high risk for experiencing additional negative child welfare outcomes (e.g., long term open cases, reentry to the child welfare system in the form of rereports of abuse or neglect, and repeat open cases) and where housing assistance could help the parent(s) to stabilize and participate in any other services necessary for subsequent reunification. Referrals will be made for priority families as soon as they are identified and not only upon successful completion of other aspects of families' case management plans.

- B. Establish a system for prioritization of FYI referrals to ensure that youth are prioritized for a FYI voucher based upon level of need and appropriateness of the intervention. For youth still involved in the child welfare system, the permanency goals of the young person should be taken into account. Prioritization must be designed in a way that is consistent with fair housing, civil rights requirements, and HUD's Equal Access requirements. The prioritization process must not discriminate based on race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.
- C. Work with OHS to integrate into the coordinated entry process for the identification, prioritization, and referral of FUP and FYI Eligible Youth/Young Adult not currently within CFS' caseload.
- D. Provide written certification to HACSB that a family qualifies as a FUP Eligible Family, or that a youth/young adult qualifies as a FUP and FYI Eligible Youth/Young Adult, based upon the criteria established in Section 8(x) of the United States Housing Act of 1937, any Program NOFO, HUD guidance, and this MOU.
- E. Commit adequate staff resources to ensure that eligible families and youth/young adults are identified and determined eligible in a timely manner. This commitment must include a process to ensure that CFS' active caseload is reviewed at least once a month (when HACSB has FUP/FYI vouchers available) to identify FUP Eligible Families and FUP/FYI Eligible Youth/Young Adults and refer them to HACSB. Additionally, CFS must be prepared to provide referrals to HACSB within thirty (30) working days of receiving notification for HACSB about voucher availability.
- F. Provide services listed below for a period of at least thirty-six (36) months to FUP and FYI Eligible Youth/Young Adults receiving rental assistance through the use of a FUP/FYI voucher regardless of age (e.g., FUP Eligible Youth/Young Adult enters Program at age twenty-four (24) and ten (10) months, CFS or another agency/organization under agreement/contract with CFS must still provide thirty-six (36) months of service, or until the individual reaches age twenty-seven (27) and ten (10) months). Services will be provided by the Independent Living Program (ILP) and/or Child Abuse Prevention and Treatment Services (CAPTS) contracted service providers, as well as through the CFS FUP liaison or regional social workers. Services include:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, mediation, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hookup fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP and FYI Eligible Youth/Young Adult to rent a unit with a FUP/FYI voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

FUP and FYI Eligible Youth/Young Adults cannot be required to participate in these services as a condition of receipt of the FUP/FYI voucher.

- G. Commit adequate staff resources to provide follow up services in Section V.E above, after youth/young adult leases a unit, documenting the source of funding for these services. CFS is encouraged to leverage nonfederal funding sources, such as State, local, philanthropic, and faith based organizations.
- H. Provide adequate staff resources to provide case management to all FUP Eligible Families after they have been issued a voucher for a period of twelve (12) months to include:
 1. A needs assessment to identify all of the family's needs, including housing related needs and non-housing related needs, such as behavioral health, physical health, employment, childcare, and other services needed,
 2. Referrals to services to address the family's needs, and
 3. Regular contact as needed with the family to follow up on these referrals and provide new referrals as necessary.
- I. Provide training to HACSB and OHS staff on CFS' referral procedures.
- J. Attend regular meetings (at least quarterly) with HACSB and OHS.
- K. Access community resources for assisting FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults in locating housing units and working with landlords to secure appropriate eligible units. Community resources include, but are not limited to, Homeless Provider Network, San Bernardino County Homeless Partnership, Transitional Age Youth One Stop Centers, and Transitional Assistance Department.

- L. Provide transportation or transportation assistance on a case-by-case basis to FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults to view housing units.
- M. Provide housing search assistance to FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults to include unit viewings and landlord introductions in low poverty census tracts. Poverty rates by census tract may be found by using the Census Poverty Status Viewer at <https://mtgis-portal.geo.census.gov/arcgis/apps/webappviewer/index.html?id=31e10881bd1040b7b0ae685559917509>
- N. Evaluate FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults for financial assistance to lease-up with a FUP or FYI voucher. Regional Budget Committee funding may be approved to assist FUP Eligible Families and the Transitional Housing Program allocation may be approved to assist FUP and FYI Eligible Youth/Young Adults. CFS will provide financial assistance for security deposits, utility start up (including utility arrears) and other approved moving costs to all FUP Eligible Families and all FUP and FYI Eligible Youth/Young Adults.
- O. Provide financial assistance to FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults for the following:
 - 1. Moving cost
 - 2. Security deposit
 - 3. Utilities startup (including arrears)
- P. Provide subsequent move counseling to FUP Eligible Families and FUP and FYI Eligible Youth/Young Adults if the family or youth/young adult decides to move a second time. FUP Eligible Families may receive some post move services provided by the social worker and/or CFS contracted service providers as appropriate. For FUP and FYI Eligible Youth/Young Adults, post move supportive services will be provided through a combination of appropriate CFS ILP and CAPTS contracted service providers, the housing navigator and/or the regional social worker.
- Q. Refer participants in need of landlord/tenant mediation to Inland Fair Housing and Mediation Board for services.
- R. Comply with the provisions of this MOU.

VI. OHS RESPONSIBILITIES

OHS shall:

- A. Work with CFS to integrate into the coordinated entry process the identification, prioritization, and referral of FUP and FYI Eligible Youth/Young Adults not currently within CFS' caseload. The CoC will assess the housing and related service needs

for youth/young adults and determine if a FUP or FYI voucher is the appropriate level of assistance needed through established guidelines.

- B. Identify CoC services that may be used in conjunction with FUP/FYI.
- C. Encourage CoC partners to engage and provide resources to assist with the following:
 - 1. Working with landlords.
 - 2. Providing transportation to view units.
 - 3. Housing navigation services.
 - 4. Referral and access to mainstream services.
 - 5. Providing assistance with moving costs (utility deposits/arrear, security deposits, application fees).
 - 6. Providing post-move counseling.
- D. Attend regular meetings (at least quarterly) with HACSB and CFS.
- E. Train HACSB and CFS staff on the coordinated entry system process and the identification and referral of youth.
- F. Comply with the provisions of this MOU.

VII. MUTUAL RESPONSIBILITIES

CFS, HACSB and OHS shall:

- A. Cooperate with any program evaluation efforts undertaken by HUD, the U.S. Department of Health and Human Services (HHS), or a HUD approved or HHS approved contractor, including compliance with HUD and HHS approved evaluation protocols and data sharing requests.
- B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform the 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.
- C. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through CFS, OHS and HACSB's mutual chain of command, as deemed necessary.
- D. Develop and implement procedures, surveys and forms necessary to administer and document Program referral, participation, services, and effectiveness.
- E. Collaborate in providing in-service training to staff about the Program and services offered under this MOU.
- F. Collaborate on future NOFO for the Program and provide information requested in the NOFO to HACSB in a timely manner.

VIII. FISCAL RESPONSIBILITIES

This is a nonfinancial MOU. HACSB, OHS and CFS are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU.

IX. RIGHT TO MONITOR AND AUDIT

- A. HACSB, CFS and OHS shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.
- B. HACSB and CFS further agree to cooperate with HUD, provide requested data to HUD or HUD approved contractor delegated the responsibility of program evaluation, and follow all evaluation protocols established by HUD or HUD approved contractor, including possible random assignment procedures.

X. TERM

The MOU is effective as of September 24, 2024 and expires August 31, 2027, but may be terminated earlier in accordance with provisions of XI of this MOU. This MOU may be extended for two (2) additional one (1) year periods upon written agreement of all Parties, unless terminated earlier under the provisions of Section XI.

XI. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any party to this MOU. The HACSB Executive Director is authorized to exercise HACSB rights with respect to any termination of this MOU. The CFS Director, or his/her appointed designee, has authority to terminate this MOU on behalf of CFS. The OHS Chief of Homeless Services, or his/her appointed designee, has authority to terminate this MOU on behalf of OHS.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, any party may immediately terminate this MOU upon written notice to the other parties.

XII. DESIGNATED PROGRAM LIAISONS

The following individuals will serve as the lead liaison for the Program.

- A. HACSB's liaison is as follows:
 - Name and title: Mayra Small, Housing Services Manager
 - Address: 672 S. Waterman Ave., San Bernardino, CA 92408
 - Email address: msmall@hacsb.com
 - Telephone no.: (909) 890-5306
 - Fax no.: (909) 890-5306
- B. CFS' liaison is as follows:
 - Name and title: Valerie Croyle, Deputy Director
 - Address: 1094 South E Street, San Bernardino, CA 92415
 - Email address: Valerie.Croyle@hss.sbcounty.gov
 - Telephone no.: (909) 891-3506

Fax no.: (909) 891-3399

C. OHS' liaison is as follows:

Name and title: Marcus Dillard, Chief of Office of Homeless Services

Address: 157 W. 5th Street
San Bernardino, CA 92415

Email address: MDillard@hacsb.com

Telephone no.: (909) 387-5570

XIII. INDEMNIFICATION AND INSURANCE

- A. The HACSB agrees to indemnify, defend and hold harmless San Bernardino County (County), of which CFS and OHS are departments, and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by the County on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
- B. The County agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the County, including the acts, errors or omissions of the CFS or OHS and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the County or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
- C. In the event that the parties are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, each party shall indemnify the other Parties to the extent of its comparative fault.
- D. The County is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. HACSB is a member of a risk retention pool for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. The parties warrant that through their respective programs of self-insurance or membership in risk retention pool, as applicable, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

XIV. 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 the authorized representatives of each party as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- C. The parties acknowledge a NOFO may be issued by HUD, and a subsequent MOU may be required to update certain provisions of the MOU, including but not limited to Section III Goals and Standards for Success and Section X Term. The parties agree to accept any updates to the MOU, which are required by the NOFO, and acknowledge those terms will become part of this MOU.
- D. This MOU is not assignable by any party, in whole or in part, without the other parties' prior written consent.
- E. 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 prevails in the outcome of the dispute.
- F. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this MOU, to the exclusion of all other federal and state courts.
- G. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall use their best efforts to settle the 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 all parties.

XV. CONCLUSION

- A. This MOU, consisting of sixteen (16) pages is the full and complete document describing services to be rendered by CFS, OHS and HACSB 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.

**HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO**

By: _____

Name: Maria Razo

Title: Executive Director

Date:

SAN BERNARDINO COUNTY

Dawn Rowe, Chair, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy