

MEMORANDUM OF UNDERSTANDING
Between
CA-609 San Bernardino City & County Continuum of Care
and
San Bernardino County, through its Office of Homeless Services
for
Collaborative Applicant

May 7, 2024 – December 31, 2028

WHEREAS, the term “Collaborative Applicant” is defined by the United States Department of Housing and Urban Development (HUD) to mean an eligible applicant that has been designated by the Continuum of Care to apply for a grant for Continuum of Care planning funds on behalf of the Continuum.

WHEREAS, HUD uses the term “Continuum of Care” to refer to the group that carry out the duties and responsibilities assigned to the Collaborative Applicant, with the exception of applying to HUD for grant funds; and

WHEREAS, San Bernadino County (County) is a political subdivision of the State of California and its Office of Homeless Services (OHS) has administered HUD Continuum of Care funds as a Collaborative Applicant on behalf of the CA-609 San Bernardino City & County Continuum of Care (SBC CoC); and

WHEREAS, SBC CoC desires to designate the County, through OHS, to serve as its Collaborative Applicant to administer HUD Continuum of Care funds; and

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

NOW THEREFORE, SBC CoC and County, through its OHS, (collectively, the “Parties”) mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I.	DEFINITIONS.....	3
II.	OHS SERVICE RESPONSIBILITIES	3
III.	OHS GENERAL RESPONSIBILITIES	5
IV.	SBC COC RESPONSIBILITIES.....	5
V.	MUTUAL RESPONSIBILITIES.....	6
VI.	FISCAL PROVISIONS	ERROR! BOOKMARK NOT DEFINED.
VII.	RIGHT TO MONITOR AND AUDIT	6
VIII.	TERM	7
IX.	EARLY TERMINATION	7
X.	GENERAL PROVISIONS	7
XI.	CONCLUSION	9

I. DEFINITIONS

- A. CA-609 San Bernardino City & 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.
- B. Collaborative Applicant: Refers to the eligible applicant that has been designated by the SBC CoC to submit the annual Continuum of Care Consolidated Application for funding on behalf of the SBC CoC. In addition, the Collaborative Applicant is the only entity that can apply for a grant for Continuum of Care planning funds on behalf of the SBC CoC. As set forth in this MOU, the Collaborative Applicant is currently designated as the County, through its Office of Homeless Services.
- C. Continuum of Care: 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 Regulations¹, 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 Continuum of Care 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 Collaborative Applicant for the SBC CoC.

II. OHS SERVICE RESPONSIBILITIES

A. Recordkeeping Requirements

Comply with Section 578.103 recordkeeping requirements, as may be amended. Pursuant to OHS, as the Collaborative Applicant will keep the following documentation related to establishing and operating the SBC CoC:

1. The SBC CoC must establish a board to act on behalf of the SBC CoC using the process established as a requirement by Section 578.7(a)(3) and must comply with the conflict-of-interest requirements at Section 578.95(b). The board must:

¹ Unless otherwise specified, all statutory references herein shall be to Title 24 of the Code of Federal Regulations.

- a. Be representative of the relevant organizations and of projects serving homeless subpopulations; and include at least one homeless or formerly homeless individual.
 - b. The SBC CoC must adopt and follow a written process to select a board to act on behalf of the SBC CoC. The process must be reviewed, updated, and approved by the SBC CoC at least once every 5 years.
 - c. No SBC CoC board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.
2. Evidence that the SBC CoC has been established and operated as set forth in Section 578.7 including published agendas and meeting minutes, an approved Governance Charter that is reviewed and updated annually, a written process for selecting a board that is reviewed and updated at least once every 5 years, evidence required for designating a single HMIS for the SBC CoC, and monitoring reports of recipients and subrecipients;
 3. Evidence that the SBC CoC has prepared the application for funds as set forth in Section 578.9, including the designation of the eligible applicant to be the collaborative applicant.

B. Administration

1. Provide staff for SBC CoC General Membership and SBC CoC Board meetings by sending agendas, recording meeting attendance, and taking and maintaining minutes of meetings.
2. Inform the SBC CoC of HUD notices, interim rules, and changes to HUD regulations.
3. Coordinate monitoring of performance and evaluation and report findings to SBC CoC Program project recipients, SBC CoC Board, and SBC CoC membership.
4. HUD Annual Requirements (see HUD Annual Requirements: SBC CoC Collaborative Applicant Activities (hudexchange.info))
5. SBC CoC Collaborative Applicant annual required activities include:
 - a. SBC CoC Program Registration: Registration opens the second Tuesday in January, per the CoC Program Registration Notice. Typically, about 30 - 45 days turn around.
 - b. Housing Inventory Count (HIC): Conduct the HIC during the last 10 days of January. Typically entered into HDX and reconciled by end of April.
 - c. Point-in-Time Count (PIT): Conduct the sheltered PIT count during the last 10 days of January. Conduct the unsheltered count at least every other year. Typically, reconciled report similar to HIC timeline.
 - d. Grant Inventory Worksheets (GIW): Review and ensure accuracy of the GIW record of all grants eligible for renewal within the SBC CoC's geographic area. Typically released in May with 10 to 14-day response time to confirm with grantees and reconcile with CPD.
 - e. Local Application Process: Conduct a local process to solicit, review, accept, and prioritize project applications. Typically, this is during June – August with a September submittal to HUD.
 - f. System Performance Measures (SPMs): Submit SPM reports in HDX when notified by HUD; coordinate with ESG Program recipients. Typically, HUD reviews SPMs in HDX.

- g. PIT/HIC Data Entry: Submit PIT/HIC data in HDX, when notified by HUD. Typically, HUD reviews in HDX.
- h. SBC CoC Program Competition: Submit the SBC CoC Consolidated Application, which includes the SBC CoC Application and the SBC CoC Priority Listing containing all the project applications and their rankings. This is a multi-step process with final submittal to HUD in the later part of September.
- i. Notice of Funding Opportunity (NOFO): Read carefully the annual CoC Program Competition NOFO once released, prior to submitting funding applications to HUD. Several public notices with due dates are associated with the NOFO.
- j. Consolidated Plan: Participate in the Consolidated Planning process and ensure that the Consolidated Annual Performance and Evaluation Report (CAPER) is submitted. Jurisdictions may have varying timelines for generating CAPER. Data is typically requested in May/June so that draft reports can go to Board of Supervisors in July-August.
- k. Longitudinal Systems Analysis (LSA): Submit LSA report in HDX 2.0 using HMIS data.
- l. Grant Awards: When announced, review carefully the CoC Program awards and submit appeals by the published due date. (Note: HUD's goal is to publish awards in Q4; award announcements sometimes occur in Q1 of the following year.)

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 ICH. 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 grievance procedure, approved by ICH, through which service recipient 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 duration is longer.

IV. SBC CoC RESPONSIBILITIES

- A. SBC CoC is responsible for providing the pertinent information necessary for the completion of Collaborative Applicant duties with sufficient time for the Collaborative Applicant 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. 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, collaborate, 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. RIGHT TO MONITOR AND AUDIT

- A. The 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.

VII. 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 VIII. of this MOU. The Parties may extend this MOU by written amendment signed by both Parties.

VIII. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The ICH Chair 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.

IX. 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 any 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, its 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.

X. CONCLUSION

- A. This MOU, consisting of 9 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 Party 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: _____