

**MEMORANDUM OF UNDERSTANDING
(\$75,000)**

Between

**Santa Barbara County
Community Services
Housing and Community Development**

And

City of Goleta

**Emergency Housing Voucher
Supportive Services Funding**



**MEMORANDUM OF UNDERSTANDING
FOR
SUPPORTIVE SERVICES FUNDING**

RECITALS

This Memorandum of Understanding (MOU) is entered into by and between County of Santa Barbara Department of Community Services Housing and Community Development Division (HCD) and the City of Goleta (CITY) to provide funding for Supportive Services for Emergency Housing Voucher recipients.

The Emergency Housing Voucher (EHV) program assists individuals and families who are experiencing homelessness, at risk of experiencing homelessness, fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

"Family" when used in the MOU refers to both individuals and families with minor children.

HCD contracted with Good Samaritan Shelter (the "Subrecipient") to provide Supportive Services for Emergency Housing Voucher recipients. HCD and the Santa Maria/Santa Barbara Continuum of Care (CoC) funded two years of Supportive Services and there is a need to cover the cost of the third year. Three years of supportive services is needed to secure landlords to make units available for leasing.

The Subrecipient supports persons that have received EHV's after being matched through the Coordinated Entry System. Services (the "Supportive Services") include, but are not limited to:

- Housing placement services;
- Mental health services;
- Substance use services;
- Case management;
- Housing retention skills;
- Peer support activities;
- Benefits counseling and advocacy; and
- Access to physical health care, including routine and preventive health and dental care, medication management, and wellness services.

The EHV program is designed to vastly increase permanent supportive housing using a scattered site model. Scattered site means voucher holders will largely lease up with private market landlords. The services are designed to meet critical needs and promote long term stability in housing. The EHV program serves a variety of households including individuals and families. Participants may have several barriers that Supportive Services do help to address.

This MOU is a nonbinding statement of intent between the parties hereto regarding staffing and administrative activities. It confers no legal obligations or rights upon the parties hereto, and is not a contract for any purposes.

Background:

1. CITY has received funds from American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLERF); and
2. The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara, and activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices; and
3. At the Elected Leaders Forum to Address Homelessness on July 9, 2021, Santa Barbara County Community Services presented the need for the Santa Maria/Santa Barbara County Continuum of Care and local cities to contribute to the Emergency Housing Voucher Program. Santa Barbara County staff presented to Goleta's Homelessness Issues Standing Committee on September 9, 2021, requesting consideration of funding the County's proposal with \$75,000 from ARPA funds (or other funding); and
4. The \$75,000 allocation represents CITY's pro rata share of projected supportive services costs for the 215 voucher holders, with pro rata allocations based on each local government's percentage share of eligible persons on the Coordinated Entry System (CES) list; and
5. On February 15, 2022, the City of Goleta authorized the City Manager to enter into a Memorandum of Understanding with Santa Barbara County for funding of Emergency Housing Vouchers Supportive Services to be provided by the HCD Subrecipient for FY 22/23 in an amount not-to-exceed \$75,000 in a form approved by the City Attorney; and

6. HCD has extensive expertise in overseeing local, state and federal funding for supportive services; and
7. This MOU does not obligate the County to proceed with supportive housing or take any specific action regarding the Project.

NOW, THEREFORE, IT IS AGREED:

1. RECITALS: All recitals above are true and correct and incorporated herein.
2. AMOUNT: CITY will deliver \$75,000 (“FUNDS”) to HCD within 15 days of HCD’s written request.
3. USE OF FUNDS: FUNDS remitted to HCD by CITY in accordance with this MOU must be used exclusively to provide Supportive Services for Emergency Housing Voucher recipients, as stated above. In the event any portion of the FUNDS are not used or committed to Supportive Services by HCD within fiscal years 2023/24, HCD will return the unused portions to CITY.
4. INDEMNIFICATION: In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
5. INSURANCE: Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
6. VERIFICATION OF EXPENDITURES: HCD agrees to provide to CITY, upon request, a detailed accounting of the expenditure of the FUNDS.
7. NOTICES: All notices must be in writing and are deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the second business day following the date on which it is mailed, by certified or registered mail, postage prepaid to the address specified below, or to such other address designated by the Party in writing:

To CITY: City Manager
City of Goleta
130 Cremona Dr, Ste B
Goleta, CA 93117

To HCD: County of Santa Barbara, Community Services Department
Housing and Community Development Division
Homelessness Assistance Programs Manager
123 E. Anapamu, 2nd Floor
Santa Barbara, CA 93101

- 8. COMPLIANCE WITH THE LAW: HCD must comply with all laws, rules, and regulations relating to the use of FUNDS.
- 9. ASSIGNMENT: HCD must not assign this MOU or any interest, or any part thereof, or any right, or privilege appurtenant thereto without the written consent of CITY. Any attempt to assign this MOU without prior written approval by CITY must be void and without legal effect.
- 10. AMENDMENTS: The parties hereto acknowledge that circumstances may arise which may call for or require mutual good faith negotiations for the amendment of this MOU. Without limitation due to enumeration, the parties hereto agree to meet and confer regarding the possible mutual amendment of this MOU within thirty (30) calendar days of the written notice by one party to the other party that an amendment is desired.
- 11. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES: This MOU may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU on the latest date appearing below.

CITY OF GOLETA

5/31/2023 | 7:54 AM PDT
Date _____

DocuSigned by:
By Robert Nisbet
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Robert Nisbet, City Manager

**COUNTY OF SANTA BARBARA
COMMUNITY SERVICES DEPARTMENT**

Date _____

By _____

George Chapjian
Director
Department of Community Services

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

Scott Shapses

4365248AE5424CF

Scott Shapses, Deputy City Attorney

ATTEST:

DocuSigned by:

Deborah Lopez

A3E09E3473CA47E

Deborah Lopez, City Clerk