

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA**  
**AND**  
**SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this \_\_\_ day of October, 2014 by and between the County of Santa Barbara (hereinafter "COUNTY") and the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"),

**Recitals**

**WHEREAS**, the Continuum of Care Program is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called "the Act"; and

**WHEREAS**, the Continuum of Care Program Interim Rule (24 CFR Part 578) issued pursuant to the Act requires a Continuum of Care to designate an Eligible Applicant to manage the local Homeless Management Information System (hereinafter "HMIS Lead Agency") on behalf of the Continuum of Care and an Eligible Applicant to compile and, upon approval by the Continuum of Care, submit required application information from all applicants and for all projects within the geographic area claimed by the Continuum of Care (hereinafter "Collaborative Applicant"); and

**WHEREAS**, representatives of relevant organizations as defined in the Continuum of Care Program Interim Rule at 24 CFR 578.5(a) will serve as Members of the Santa Maria/Santa Barbara County Continuum of Care, which encompasses the geography within Santa Barbara County, including eight incorporated cities and all unincorporated areas; and

**WHEREAS**, on March 6, 2014, the Central Coast Collaborative on Homelessness (C3H), through its Policy Council, agreed to serve as CoC Lead Agency on the condition that COUNTY serves as the HMIS Lead Agency and Collaborative Applicant on behalf of CoC; and

**WHEREAS**, on April 1, 2014, the Santa Barbara County Board of Supervisors approved COUNTY's roles as the HMIS Lead Agency and Collaborative Applicant on behalf of CoC; and

**WHEREAS**, on August 7, 2014, CoC officially designated COUNTY to serve as the HMIS Lead Agency and Collaborative Applicant on behalf of CoC; and

**WHEREAS**, COUNTY, through its Community Services Department, will fulfill responsibilities with respect to these designations; and

**NOW, THEREFORE**, the parties agree as follows:

**A. DEFINITIONS**

"Authorized Authority" shall mean the individual authorized by each party to sign this MOU.

"Contributing HMIS Organization" shall mean an organization that operates a project that contributes data to an HMIS.

“Eligible Applicant” shall mean a private nonprofit organization, State, local government, or instrumentality of State and local government.

“Homeless Management Information System” (“HMIS”) shall mean the information system designated by the Santa Maria/Santa Barbara County Continuum of Care to comply with the HMIS requirements prescribed by the United States Department of Housing and Urban Development (HUD).

“Recipient” shall mean an applicant for Continuum of Care Program grant funds that signs a grant agreement with HUD under the Continuum of Care Program.

“Subrecipient” shall mean a private non-profit organization, State, local government, or instrumentality of State or local government that receives a subgrant of Continuum of Care Program funds from a Recipient to carry out a project.

**B. PURPOSE**

The purpose of this MOU is to establish agreements between COUNTY and CoC relating to key aspects of the Continuum of Care Program.

**C. BACKGROUND**

A Continuum of Care is established by representatives of relevant organizations within a geographic area to carry out the responsibilities set forth in the Continuum of Care Program Interim Rule. Relevant organizations include non-profit homeless assistance 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, and organizations that serve veterans and homeless and formerly homeless individuals.

The Continuum of Care Program Interim Rule designates the Continuum of Care as the community planning body that addresses the needs of persons who are homeless or at risk of homelessness and requires the Continuum of Care to designate Eligible Applicants to serve specific functions on its behalf. These functions include the management of the HMIS for the geographic area and submission of the annual Consolidated Application for funds through the Continuum of Care Program. The Continuum of Care retains all responsibilities assigned to it in the Continuum of Care Program Interim Rule.

**D. DESIGNATIONS**

1. CoC designates COUNTY to serve as the HMIS Lead Agency to manage the HMIS for the geographic area on behalf of CoC.
2. CoC designates COUNTY to serve as the Collaborative Applicant to submit the annual Consolidated Application for funds on behalf of CoC.
3. CoC retains all responsibilities assigned to it in the Continuum of Care Program Interim Rule at 24 CFR Part 578, as may be amended.

**E. RESPONSIBILITIES OF CoC**

CoC shall perform all responsibilities assigned to the Continuum of Care as set forth in 24 CFR Part 578, as may be amended. Responsibilities include, but are not limited to:

1. In consultation with the HMIS Lead Agency and Collaborative Applicant, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with

- 24 CFR Part 578, Subpart B, and with HMIS requirements as prescribed by HUD, and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
2. Designating and Operating an HMIS:
    - a. Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS;
    - b. Ensure consistent participation of Recipients and Subrecipients in the HMIS;
    - c. Ensure the HMIS is administered in compliance with requirements prescribed by HUD;
  3. Plan for and conduct, at least biennially, a point-in-time count of homeless persons within the geographic area that meet the requirements set forth in 24 CFR 578.7(c)(2); and
  4. Design, operate, and follow a collaborative process for the development of applications and approve the submission of applications in response to a Notice of Funding Availability published by HUD.

**F. RESPONSIBILITIES OF COUNTY**

COUNTY will fulfill the following responsibilities on behalf of CoC:

1. COUNTY, as HMIS Lead Agency, shall manage the HMIS for the geographic area on behalf of CoC. Responsibilities include:
  - a. Overseeing the day-to-day administration of the HMIS;
  - b. Providing staffing for HMIS operations;
  - c. Executing a written HMIS participation agreement with each Contributing HMIS Organization;
  - d. Developing HMIS plans, forms, standards, and governance documents in compliance with all applicable requirements;
  - e. Reviewing data quality and reporting results to CoC;
  - f. Ensuring HMIS software integrity, availability, and compliance with applicable requirements;
  - g. Ensuring HMIS software is capable of producing required reports;
  - h. Providing training and technical support to Contributing HMIS Organizations;
  - i. Monitoring and enforcing compliance of Contributing HMIS Organizations with applicable requirements and report on compliance to CoC;
  - j. Facilitating the use of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) among Contributing HMIS Organizations;
  - k. Providing HMIS-generated reports to CoC, its Board, and committees; and
  - l. Serve as the applicant to HUD for grant funds to be used for HMIS activities.
2. COUNTY, as Collaborative Applicant, shall submit, upon approval by CoC, the annual Consolidated Application for funds through the Continuum of Care Program. In addition, COUNTY shall perform other responsibilities with respect to the administration of the Continuum of Care Program on behalf of CoC, which include:
  - a. Collecting and combining required application information from all applicants and for all projects within the geographic area covered by CoC that seek funds through the Continuum of Care Program;
  - b. Working in collaboration with CoC to coordinate the review and evaluation of applications and performance data from all applicants and for all projects within the geographic area covered by CoC that seek funds through the Continuum of Care Program;
  - c. Serving as the applicant to HUD for grant funds to be used for Continuum of Care planning activities in accordance with 24 CFR 578.39;
  - d. In accordance with 24 CFR 578.103(a)(1)(i), maintaining evidence that the Board selected by CoC meets the requirements of 24 CFR 578.5(b);
  - e. In accordance with 24 CFR 578.103(a)(1)(ii), maintaining evidence that a Continuum of Care has been established and operated as set forth in 24 CFR Part 578, Subpart B, including published agendas and meeting minutes, and 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 five (5) years, evidence required for designating a single HMIS for the geographic area covered by CoC, and monitoring reports of Recipients and Subrecipients;

- f. In accordance with 24 CFR 578.103(a)(1)(iii), maintaining evidence that CoC has prepared the application for funds as set forth in 24 CFR 578.9, including the designation of COUNTY as Collaborative Applicant;
- g. Submitting annual Point-in-Time Count and Housing Inventory Count data to HUD;
- h. Working in collaboration with CoC to coordinate the review and evaluation of Emergency Solutions Grants Program applications originating from the geographic area covered by CoC to the State of California Department of Housing and Community Development.

## **G. FUNDING**

### **1. HMIS**

- a. HMIS activities are financed with grant funds awarded through the Continuum of Care Program and matching funds as required by HUD. COUNTY, as HMIS Lead Agency, shall apply annually for grant funds through the Continuum of Care Program to sustain HMIS operations. Any grant funds awarded to COUNTY for HMIS activities shall be used in accordance with 24 CFR 578.57.
  - b. CoC acknowledges that COUNTY's management of HMIS on behalf of CoC is dependent upon grant funds awarded through the Continuum of Care Program.
  - c. COUNTY shall provide matching funds for HMIS activities as required by HUD for receiving grant funds through the Continuum of Care Program.
2. COUNTY, as Collaborative Applicant, shall apply for funding for Continuum of Care Planning activities pursuant to 24 CFR 578.9(a)(3)(i) and any Notice of Funding Availability published by HUD. Any grant funds awarded to COUNTY for Continuum of Care Planning activities shall be used in accordance with 24 CFR 578.39.

## **H. TERM**

The term of this MOU shall commence on the day and date written above and shall be effective until September 30, 2015. This MOU automatically renews to new consecutive one-year terms unless either party provides written notice at least sixty (60) days prior to the end of the term.

## **I. TERMINATION**

1. This MOU may be terminated at any time by either party upon giving sixty (60) days' notice in writing to the other party.
2. This MOU may be terminated in part with respect to COUNTY's role as HMIS Lead Agency or Collaborative Applicant provided that either party provide notice in accordance with Section I.1 of this MOU. An amendment to this MOU that only includes COUNTY's role going forward may be executed by the parties pursuant to Section J of this MOU.
3. The termination of this MOU with respect to COUNTY's role as HMIS Lead Agency may be delayed to the extent that HUD approval is required for COUNTY to transfer grant funds referenced in Section G.1.a of this MOU to another entity.

## **J. AMENDMENTS**

Any substantive amendment, modification, extension, or variation of terms of this MOU shall be in writing and shall be effective only upon written approval by the Authorized Authority of each party.

## **K. APPROVAL BY PARTIES**

This MOU and any amendments thereto shall not be binding on the parties unless signed by their Authorized Authority.

**L. COMPLETE AGREEMENT**

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU. No prior oral or written understandings or agreement between the parties with respect to the subject matter of this MOU are incorporated herein and any such understandings or agreements are entirely superseded by this MOU.

**M. SEVERABILITY**

If any term, provision, covenant, or condition of this MOU is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**N. INDEPENDENT CONTRACTORS**

The parties agree that they are, and at all times shall be, independent contractors of, and not the agent, of the other.

**O. 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.

**P. COUNTERPARTS**

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**Q. NOTICES**

All notices or correspondence under this MOU shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing.

COUNTY:                   Dinah Lockhart, Deputy Director  
County of Santa Barbara  
Community Services Department  
Housing and Community Development Division  
105 E. Anapamu St., Suite 105  
Santa Barbara, CA 93101

CoC:                       Central Coast Collaborative on Homelessness  
P.O. Box 1990  
Santa Barbara, CA 93101

**IN WITNESS WHEREOF**, the parties have executed this MOU to be effective on the date set forth above.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
STEVE LAVAGNINO  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Renée E. Bahl  
Interim Community Services Director

By: \_\_\_\_\_  
Deputy County Counsel

“CoC”

SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE:

By: \_\_\_\_\_

Christie Alarcon

Chair, Santa Maria/Santa Barbara County Continuum of Care Board