

MEMORANDUM OF UNDERSTANDING

BY and BETWEEN

County of Ventura Human Services Agency - Children and Family Services
and
Cottage Home Foundation

This Memorandum of Understanding (MOU) is made and entered into effective June 1, 2024, by and between the County of Ventura, Human Services Agency - Children & Family Services (County) and Ventura Downtown Lions Cottage Home Foundation, Inc. dba "Cottage Home Foundation." County and Cottage Home Foundation shall collectively be referred to herein as Parties.

RECITALS

Whereas, The Cottage Home Foundation was established in 1969. It supports the "Cottage Home," an Emergency Shelter to maintain and provide housing with a family environment for children aged 0 – 18 who have been taken into protective custody by the County and who are under the jurisdiction of the Ventura County Juvenile Court, with an emphasis on providing a place where siblings in protective custody can be kept together in a single, family environment under the care of a licensed caregiver.

Whereas, The Cottage Home Foundation is a 501 (c) (3) non-for-profit corporation. Members and others can make tax deductible contributions or grants as permitted under applicable law.

Whereas, The goal of this MOU is to set the terms as to the information shared by the County with the Cottage Home Foundation to support consistent quality emergency shelter care for children by an approved and licensed caregiver at the Cottage Home.

Now Therefore, The Parties hereto mutually agree as follows:

TERMS AND CONDITIONS

- 1. Purpose:** The purpose of this MOU is to establish terms and conditions to allow for sharing of information between the County and Cottage Home Foundation for the sole purpose of evaluating the placement history of the caregivers who are being considered to live or who are living in the Cottage Home.
- 2. Term:** The term of the MOU is June 1, 2024, through June 30, 2025, subject to all terms and conditions set forth herein. This MOU shall automatically renew each Fiscal Year (i.e., July 1 to June 30) thereafter for subsequent one-year periods, unless terminated by either party pursuant to section 7 below.
- 3. County Responsibilities:**
The County shall provide the following services in connection with arranging for Resource Families and children in protective custody to be housed at the Cottage Home.

- a. Placement reports will be provided by CFS upon request by the Cottage Home Foundation. Data points that will be shared will include, and are limited to:
 - 1. Dates of placements.
 - 2. Numbers of children in the home.
 - 3. Vacancy history (dates when caregiver did not have placements).
 - 4. History of requests to be put on hold (dates/duration that the caregiver instructed the County that they were not available to receive placements).
 - 5. Number of siblings sets kept together in the Cottage Home.
- b. County Placement Supervisor/Coordinator will serve as a liaison between the County and the Cottage Home Foundation President.
- c. County shall support the Cottage Home Foundation by providing recommendations of caregivers who have been approved by the County as a Resource Family and who have been approved for and are interested in providing Emergency Shelter Care for children and siblings aged 0 – 18 upon request.

4. Cottage Home Foundation Responsibilities:

Cottage Home Foundation (“Foundation”) shall provide the following services as a part of this MOU:

- a. Foundation is solely responsible for choosing the Resource Family tenants to live in and provide emergency shelter care at the Cottage Home for children who have been taken into protective custody by the County.
- b. Foundation will provide to County written consent that informs licensed or approved Resource Families renting or living in the Cottage Home that their placement history will be provide to the Foundation.
- c. Foundation will provide a copy of this MOU to the Resource Family residing in the family Home.
- d. The Foundation is responsible for requesting caregiver placement history from the County to monitor the caregiver’s fulfillment of the Cottage Home Foundation’s mission.
- e. The Foundation shall maintain the confidentiality of all information relating to privacy and confidentiality of licensed/approved Resource Families. This includes the placement history listed in Section 3 that is shared by the County.
- f. The Foundation is exclusively responsible for negotiating the terms of and signing a lease with the tenants, including determining the suitability of tenants, agreeing to any rent to be paid by tenants, and agreeing to all financial and liability provisions between the Foundation and the tenants. Foundation acknowledges and agrees that the County is not a party to the lease; is not responsible for fulfilling any provisions of the lease, including no responsibility for rent or damage to the property; and is not responsible for any decisions or actions pertaining to the lease of the property to or evictions of tenants.

5. Mutual Responsibilities:

Because the County of Ventura commits to developing, nurturing and sustaining an equitable community; pledges to amplify the voices of under-represented communities or those who were historically excluded by removing barriers that

result from racial and social injustice and inequities; strives to ensure that equity, diversity and inclusion practices are embedded at all levels of Ventura County programs, departments, service providers and stakeholders through acknowledging, analyzing and addressing the root causes of inequities; and strives to create an inclusive environment where every community member feels welcome, parties agree that all individuals providing or receiving services or support under this Agreement shall enjoy equal treatment and that no individual shall be subjected to different treatment on the grounds of race, color or national origin, religious affiliation or non-affiliation, sex, age, disability or political affiliation, or be subjected to discrimination under this Agreement.

6. Monitoring:

- a. County will monitor and evaluate the Cottage Home Foundation to ensure compliance with the terms of this agreement.
- b. County liaison will schedule quarterly meetings as needed with Cottage Home Foundation to monitor the sharing of information stated in this MOU.
- c. If either party identifies a deficiency or failure to perform on the part of the other party under this MOU and notifies the other party, in writing, of such failure to perform under this MOU, each party shall immediately undertake all reasonable actions to cure, correct and substantially abate such deficiency or failure to perform.

7. Termination:

The County and the Cottage Home Foundation may terminate this MOU at any time for any reason buy providing 30 days written notice to the other party. This right of termination may be exercised without prejudice to any other remedy which may be entitled at law, equity or under this MOU.

8. Assignment:

The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other. Any attempt by either party to do so shall be void upon inception.

9. Force Majeure:

Parties shall not be liable or deemed to be in default for any delay or failure in performance under this MOU. Nor shall they be because of interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of either party.

10. Insurance:

Parties recognize each have customary insurance policies, self-insurance and/or excess insurance policies for the purposes of this MOU.

11. Mutual Indemnification:

The Cottage Home Foundation shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees, volunteers and subcontractors, including, without limitation, from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the Cottage Home Foundation, officers, directors, agents, employees, volunteers or subcontractors.

County shall defend, indemnify, and hold harmless the Cottage Home Foundation, its officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of County or its Board of Supervisors, officers, directors, agents, employees, volunteers or subcontractors.

It is the intention of the Cottage Home Foundation and County that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers and subcontractors. It is also the intention of the Cottage Home Foundation and County that, where applicable, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers or subcontractors.

12. Governing Law:

This MOU shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this MOU shall be Ventura County, California.

13. Entire MOU:

This MOU represents the entire agreement between the parties hereto and there are no understandings, representations, or warranties of any except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the parties against whom enforcement of such waiver, alteration, or modification is sought.

14. Notice:

Any notice to be given as part of this MOU shall be to the following:

Ventura Downtown Lions Cottage Home Foundation, Inc.
P.O. Box 395
Ventura, Ca. 93002.

County of Ventura Human Services Agency
855 Partridge Drive
Ventura, Ca. 93003

In Witness whereof:

This MOU has been executed as of the date herein above appearing:

County of Ventura
Human Services Agency
Children & Family Services

Cottage Home Foundation
P.O. Box 395
Ventura, Ca. 93002

Melissa Livingston, Director

**Margi Wray Lions
Foundation President**

Date

Date