

Memorandum of Understanding

Ventura County Regionally Coordinated Homelessness Action Plan

January 10, 2024

This Memorandum of Understanding (“MOU”) is by and among the following parties: Ventura County Continuum of Care (CoC); and the County of Ventura (County), a political subdivision of the State of California and is effective as to any of the above on the date that party executes this MOU.

WHEREAS, Homelessness is an issue that transcends the borders of each city in the county; and,

WHEREAS, Reducing and eliminating the problems associated with homelessness in Ventura County will take the efforts of CoC and the County working cooperatively; and,

WHEREAS, It is the purpose and intent of this MOU to commit the efforts of CoC and the County to the common good of all to help address homelessness in this region.

NOW, THEREFORE, the parties to this MOU, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

CoC and the County will uphold, participate in, and comply with the following:

1. Commitment to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region.
2. Commitment to Key Actions each eligible applicant will take to improve the system performance measures. Key actions include building the capacity of the homelessness response system to utilize

resources that quickly and compassionately assess a household's needs and provides tailored resources to individuals and families in crisis, increasing investments into, or otherwise scaling up, specific interventions or program types such as the delivery of permanent housing and operational subsidies for permanent housing, rapid re-housing, implement best practices that will target prevention and diversion resources countywide to those most at risk and incorporate inclusive strategies through peer support and consumer involvement and efforts to reduce the number of persons experiencing homelessness, reduce the number of persons who become homeless for the first time and increase successful placements from street outreach.

3. Commitment to Key Actions each eligible applicant will take to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means. Key actions include De-aggregating administrative data for use in decision making processes to identify overrepresented and underserved populations, ensuring those with lived experience have a role in program design, strategy development, and oversight, and the development of workgroups and trainings related to advancing equity to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness.
4. Commitment to actions each eligible applicant will take to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region. Actions include partnering with Ventura County Behavioral Health, Ventura County Probation Agency, Ventura County Public Defender's Office, and the County of Ventura Human Services Agency to engage people across the system with supportive services that are at risk of entering the homeless response system and/or in shelter and permanent housing.
5. Commitment to roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness by providing a comprehensive summary of available funding, how the funding program will be utilized in the region, the amount prioritized

for permanent housing solutions, and an explanation of how each participating applicant is utilizing local, state, and federal funding programs to end homelessness.

6. Commitment to the roles and responsibilities of each eligible applicant to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs. Wrap-around services include but are not limited to housing and homelessness services and supports that are integrated with the broader social services systems and supports such as social security benefits, Veteran's Healthcare benefits, and Medi-Cal benefits through Managed Care Plans.
7. **Notice.** All notices required by this MOU will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To:
Ventura County Continuum of Care
Dawn Dyer, Chair of the VC CoC Board
855 Partridge Dr.
Ventura, CA 93009

To:
County of Ventura
Chair of the Board of Supervisors
800 South Victoria Avenue
Ventura, CA 93003

The address to which any notice, demand, or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by that Party as above provided.

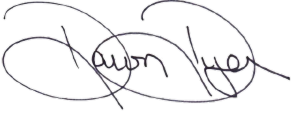
8. **Governing Law.** This MOU has been made in State of California and shall be construed under California Law. Any legal action regarding the MOU shall be in the venue of Superior Court in the County of Ventura, California.

9. **Assignment.** The parties may not assign this MOU or the rights and obligations hereunder without the specific written consent of the others.
10. **Entire Agreement.** This document represents the MOU between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this MOU are merged into this MOU.
11. **Amendments.** This MOU may be modified in writing only, signed by the Parties in interest at the time of the modification.
12. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
13. **Survival.** The obligations of this MOU, which by their nature would continue beyond the termination of the MOU shall survive termination of this MOU.
14. **Severability.** If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this MOU.
15. **Waiver.** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.
16. **Authority to Execute.** Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

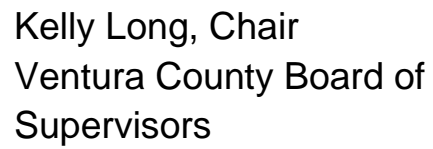
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective governing officials duly authorized by their respective legislative bodies.

Continuum of Care

County of Ventura

A handwritten signature in purple ink, appearing to read "Dawn Dyer", is written over a horizontal line.

Dawn Dyer
Ventura County Continuum of Care

A horizontal line is drawn over the text, indicating a signature line.

Kelly Long, Chair
Ventura County Board of
Supervisors