

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
HOUSING AUTHORITY OF THE CITY OF RIVERSIDE
AND
THE COUNTY OF RIVERSIDE – RIVERSIDE UNIVERSITY HEALTH SYSTEM –
BEHAVIORAL HEALTH**

1. **PARTIES:** This Memorandum of Understanding (“MOU”) is entered into by the Housing Authority of the City of Riverside, a public entity (“Authority”) and the County of Riverside, Riverside University Health System – Behavioral Health (“RUHS-BH”), on this ____ day of _____, 2018.

2. **PURPOSE OF THIS MOU:** The purpose of this MOU is to define the expectations, rights, and responsibilities of the parties listed above with regard to an intergovernmental partnership for No Place Like Home (“NPLH”) bond funds through the California Department of Housing and Community Development and other sources of funding that may become available from time to time from the State of California. Both the NPLH funds, as well as future funds, will be used for the development of permanent supportive housing units for occupancy by individuals who qualify for residency according to program guidelines established for the NPLH Program or, in the case of other sources of funding, for occupancy by eligible individuals with qualifying severe and persistent behavioral health disorders who are homeless or at-risk of homelessness.

3. **ROLES AND RESPONSIBILITIES:** The roles and responsibilities of the RUHS-BH, and the Authority are defined in Exhibit “A” attached hereto and incorporated herein by reference.

4. **TERM OF AGREEMENT:** This MOU is effective upon the signatures of the parties, for a period of five (5) years, and/or the exhaustion of NPLH bond funds, whichever occurs first. The length of the term of the MOU may be modified at any time by the written consent of the parties. The MOU may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least thirty (30) days prior to the date of termination.

5. **MUTUAL HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, elected officials, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys’ fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

6. **GOVERNING LAW AND JURISDICTION:** The existence, validity, construction, operation and effect of this MOU and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the superior court in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7. **TERMINATION:** In addition to the other methods of terminating this MOU, as provided herein, this MOU may be terminated for any reason by Authority or RUHS-BH, at any time upon thirty (30) days' notice in writing.

8. **ENTIRE AGREEMENT:** This MOU embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this MOU. This MOU may only be modified or amended by the mutual consent of the parties in writing.

9. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this MOU shall be sufficient if sent by one party to the other by United States mail, postage prepaid, personal service or overnight delivery and addressed as follows:

Authority:

RUHS-BH

Housing Authority of the
City of Riverside
ATTN: Housing Authority Manager
3900 Main Street, 5th Floor
Riverside, CA 92522

Riverside University Health System -
Behavioral Health
ATTN: Assistant Director, Administration
4095 County Circle Drive
Riverside, CA 92503

10. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this MOU shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant, and/or restriction, of this MOU and the remainder of the MOU shall continue in full force and effect.

11. **PARAGRAPH TITLES:** The paragraph titles of this MOU are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this MOU or in any way affect the agreement of the parties set out in this MOU.

12. **AUTHORITY:** The individuals executing this MOU and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

13. **COUNTERPARTS:** This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Two (2) duplicate originals of this Agreement shall be executed each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Authority and RUHS-BH have caused this MOU to be duly executed the day and year first above written.

HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH
SYSTEM – BEHAVIORAL HEALTH

By: _____
Executive Director


By: _____
Director

ATTEST:

By: _____
Authority Secretary

Approved as to Form:

Approved as to Form:

By: 
Authority General Counsel

By: _____
Deputy County Counsel

CA 17-1768

ATTACHMENT "A"

PARTNERSHIP ROLES AND RESPONSIBILITIES

Riverside University Health System – Behavioral Health shall work together with the Housing Authority of the City of Riverside to produce permanent supportive housing for individuals who qualify for residency under the No Place Like Home Program Guidelines, along with other future sources of funding that may become available from the State of California for individuals who may qualify for residency under applicable program guidelines for individuals with severe and persistent behavioral health disorders, who are homeless or at-risk of homelessness by:

1. Seeking to align organizational goals with broader adopted housing plan goals and identifying funding opportunities to produce permanent supportive housing;
2. Establishing a shared vision, goals and outcomes for use of applicable permanent supportive housing funds for the Housing Authority of the City of Riverside and committing to work together to achieve the goals and long-term desired outcomes;
3. Working with the Authority on the development of relevant funding strategies;
4. Working with the Authority to identify potential outside development partners and potential projects that may be eligible for specialty permanent supportive housing development funds assigned to county behavioral health departments for planning and application;
5. Collaborating with the Authority in partnering with developers to foster interest in, and application for, all available funding opportunities; and
6. Meeting annually, or more often as deemed necessary, to ensure that collaborative efforts are being optimized to apply for available sources of funding.

The Housing Authority of the City of Riverside shall work together with Riverside University Health System – Behavioral Health to produce permanent supportive housing for individuals who qualify for residency under the No Place Like Home Program Guidelines, along with other future sources of funding that may become available from the State of California for individuals who may qualify for residency under applicable program guidelines for individuals with severe and persistent behavioral health disorders, who are homeless or at-risk of homelessness by:

1. Seeking to align organizational goals with broader adopted housing plan goals identifying funding opportunities to produce permanent supportive housing;
2. Establishing a shared vision, goals and outcomes for use of applicable permanent supportive housing funds for the City and County of Riverside and committing to work together to achieve the goals and long-term desired outcomes;
3. Working with RUHS – BH on the development of relevant funding strategies;

4. Assisting in identifying potential outside development partners and potential projects that are eligible for funding;
5. Supporting the County by providing support letters in funding applications as necessary;
6. Working to identify resources needed, beyond those committed by the Parties, to accomplish goals and objectives of permanent supportive housing; and
7. Meeting annually, or more often as deemed necessary, to ensure that collaborative efforts are being optimized to apply for available sources of funding.