SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.36 (ID # 7790)

MEETING DATE:

Tuesday, August 28, 2018

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve the Memorandum of Understanding between the County of Riverside, Housing Authority of the County of Riverside, and City of Riverside to Work in Collaboration on the Housing First Program, Districts 1 & 2, [\$0], CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Find that the Memorandum of Understanding is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
- 2. Approve the attached Memorandum of Understanding (MOU) between the Housing Authority of the County of Riverside, County of Riverside and the City of Riverside Housing First Program (Serving the City of Riverside), with a 3 year term and 1 year option to renew;
- 3. Authorize the Chairman of the Board of Supervisors to execute the attached MOU on behalf of the County; and
- 4. Authorize the Assistant County Executive Officer/ECD, or designee, to take all necessary steps to implement the implement the MOU, including, but not limited to, signing necessary and subsequent documents, subject to approval by County Counsel.

ACTION: Policy

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

EDA

Date:

August 28, 2018

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Gost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS:	N/A	· · · · · · · · · · · · · · · · · · ·	Budget Adju	stment: No
			For Fiscal Ye	ear: 2018/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The 2017 Point-In-Time Homeless Count and Survey (PIT) identified over 2,400 individuals as homeless within the County of Riverside (County) of which 389 individuals were identified as unsheltered persons residing in the City of Riverside, a 21% increase from 2016 to 2017. In response to the PIT data, the Board of Supervisors directed the Executive Office to form a multidisciplinary task force to increase collaboration and coordination among County agencies in addressing homelessness and related issues. This resulted in the creation of the Executive Oversight Committee on Homelessness (EOCH) and the production of a strategic Homeless Action Plan which was approved by the Board on January 30, 2018.

The overarching goal of the Homeless Action Plan is to end homelessness via multi-pronged strategies which include, but are not limited to: increasing outreach and engagement; expanding supportive services and programs; increasing the supply of permanent supportive housing and affordable housing earmarked for homeless households; and utilizing rapid re-housing and housing first models. The Homeless Action Plan also strives to integrate all community partners in the County's homeless response effort with a particular emphasis on city and private partners. The County seeks to establish a pilot project within the City of Riverside that will utilize the strategies outlined above with the goal of ending homelessness within the City of Riverside. The project will be known as the Housing First Program.

The City of Riverside will serve as a collaborative partner for the Housing First Program and will invest both resources and funding. The City of Riverside has taken a proactive approach to addressing the homelessness within its neighborhoods. The City Council has adopted a series of Homeless Service Initiatives that seeks to align municipal and regional resources into a cohesive strategy to address homeless issues, with an emphasis on addressing high recidivism of services in the homeless population.

A County, Housing Authority and City response to homelessness is needed to ensure a unified, solution-focused approach that will eliminate homelessness within the City of Riverside. The attached Memorandum of Understanding (MOU) to be entered into between the County, Housing Authority of the County of Riverside and the City of Riverside, sets forth the details and parameters of the partnership and program. The primary roles of each entity are provided below:

1. The County of Riverside, by and through its Economic Development Agency, will seek to leverage and target existing County resources. These resources include: behavioral

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health and substance abuse services; medical services; housing navigation; access to mainstream benefits (Temporary Aid for Needy Families, In Home Supportive Services, Cal-Fresh); workforce services; access to the Coordinated Entry System (CES), case management services and coordination of Continuum of Care resources. These services will be provided by Behavioral Health and Community Health Services (divisions of the Riverside University Health System), the County Department of Public Social Services, and the County Economic Development Agency/Workforce Development Department.

- 2. The Housing Authority of the County Riverside is concurrently presenting a companion item related to this MOU to its Board of Commissioners, and if approved will provide housing advocacy, landlord recruitment, housing navigation and 100 Section 8 Housing Choice Vouchers for program participants to transition to a permanent affordable subsidy at month 13.
- 3. The City of Riverside will fund security deposits, utility deposits, and the rental subsidy for all program participants for months 1-12. The City of Riverside will also assist with outreach, engagement and initial case management.

Pursuant to the California Environmental Quality Act (CEQA), the MOU was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15061(b) (3), General Rule or "Common Sense" Exemption. The proposed project, the MOU, involves the provision of long term supportive and affordable housing services to homeless residents within the City of Riverside in an effort to end homelessness. In addition, there is no possibility that the proposed project will have a significant effect on the environment, since the MOU only provides for the provision of services. A Notice of Exemption will be filed by staff with the County Clerk upon approval of the MOU.

Staff recommends that the Board of Supervisors approve the attached MOU to allow implementation of the Housing First Program. The MOU has been approved as to form by County Counsel. A companion item is on today's Housing Authority agenda.

Impact on Residents and Businesses

The attached MOU will have a positive impact on residents and businesses in Riverside County as it will provide much needed housing and services of the homeless population.

Additional Fiscal Information

No impact upon the County's General Fund.

Attachments:

Memorandum of Understanding

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RF: HM: HC: MW: SA

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Gregory J. Priapios, Director County Counsel

8/16/2018

WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147

MEMORANDUM OF UNDERSTANDING YOU. BETWEEN THE COUNTY OF RIVERSIDE, THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND THE CITY OF RIVERSIDE

HOUSING FIRST PROGRAM

(Serving City of Riverside)

This MEMORANDUM OF UNDERSTANDING HOUSING FIRST PROGRAM (CITY OF RIVERSIDE) ("MOU") is entered into this 30th day of _____, 2018 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity corporate and politic ("Housing Authority"), for the purpose of establishing a pilot Housing First program for homeless individuals and families within the City of Riverside. County, City, and Housing Authority will be referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the 2017 Point-In-Time Homeless Count and Survey identified over 2,400 individuals as homeless within County borders. Three hundred and eighty-nine (389) of those individuals were identified as unsheltered persons residing in the City;

WHEREAS, the County has experienced a 21% increase in unsheltered persons from 2016 to 2017;

WHEREAS, at the direction of the County of Riverside Board of Supervisors, the County of Riverside Executive Office formed a multi-disciplinary task force to increase the collaboration and coordination amount County agencies in addressing homelessness and related issues, which resulted in the creation of the Executive Oversight Committee on Homelessness (EOCH). The EOCH established working committees with representatives from County agencies, cities, and community service providers to develop Homeless Action Plan;

WHEREAS, on January 30, 2018, the County approved its Homeless Action Plan ("County Homeless Action Plan") which includes three goals, (i) prevent homelessness among individuals and families at risk of becoming homeless, (ii) end homelessness among single individuals and families living on the streets, in shelters and transitional housing programs, and (iii) ensure funding for a coordinated system to end and prevent homelessness among individuals and families;

WHEREAS, the mission of the Housing Authority is to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency;

- WHEREAS, on June 20, 2017 the City Council of the City of Riverside adopted a series of Homeless Service Initiatives that seek to align municipal and regional resources into a cohesive strategy to address homeless issues, with an emphasis on addressing high recidivism of services in the homeless population;
- WHEREAS, the City adopted initiatives include a variety of committed resources and partnerships, including but not limited to: expansion of behavioral health services, and a dedicated community response team;
- WHEREAS, the Parties wish to explore additional partnerships and means to address homeless issues with the goals of stabilizing people through the use of shelters, permanent housing, and assistance programs;
- WHEREAS, the Parties desire to work in collaboration to increase the permanent supportive housing stock within the City as the number of homeless individuals continue to rise and the issue overlaps both the City and County geographies; and
- **WHEREAS**, the Parties desire to enter into this MOU to further the cooperation of their respective Housing First Programs.
- NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the PARTIES agree as follows:
- 1. <u>INCORPORATION OF RECITALS</u>. The Recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>DEFINITIONS</u>. For purposes of this MOU, the following terms shall have the following meaning:
- 2.1 "Case management" means assessing program participants needs, service planning, linkage to services, continuous monitoring of individual service plans and goals, and client advocacy.
- 2.2 "Chronic homelessness" has the same meaning as defined in 24 CFR Section 91.5, except that, for the purposes of evaluating eligibility for the supportive housing created as a result of this MOU, an applicant who meets any of the criteria of chronic homelessness upon entering an institution will be considered as having met those criteria upon exiting the institution, regardless of length of stay in that institution.
- 2.3 "Continuum of Care" means the Continuum of Care Program authorized by Subtitle C of Title IV of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and its implementing regulations set forth in 24 CFR Part 578.
- 2.4 "Housing First principles" means the United Stated Department of Housing and Urban Development's (HUD) core principles of Housing First, a checklists of which can be found on the United States Interagency Council on Homelessness website at https://www.usich.gov/tools-for-action/housing-first-checklist. Housing First is an approach to immediately and successfully connect individuals and families experiencing homelessness to

permanent housing without preconditions and barriers to entry. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

- 2.5 "Supportive housing" means pairing of rental assistance and supportive services in either a single-site building constructed or renovated for this purpose or in scattered-site apartments subsidized for the purposes of housing and serving eligible recipients.
- 2.6 "Veteran" means an individual who actively served in the U.S. military regardless of discharge status.
- 3. <u>HOUSING FIRST PROGRAM</u>. The Parties hereto hereby approve and establish the Housing First Program (City of Riverside) which shall operate within the City to provide long term supportive and affordable housing to the City's homeless residents in an effort to end homelessness within the City of Riverside.
- 4. <u>PARTIES RESPONSIBILITIES</u>. Through the County, City, and Housing Authority partnership set forth in this MOU, the Parties agree to the following responsibilities to implement a collaboratively funded Housing First Program which will provide long term supportive and affordable housing to the City's homeless residents in an effort to end homelessness within the City. The Parties agree all housing and services provided to eligible recipients under this MOU shall follow Housing First principles.
- 4.1 CITY. During the Term of this MOU, the City's responsibilities are as follows:
 - 4.1.1 Identify chronically, unsheltered and vulnerable homeless individuals and families for program referral.
 - 4.1.2 Provide funding for the security deposit, utility deposits and the initial 12 month rental subsidy for participating households coupled with case management.
 - 4.1.3 Provide up to 6 months of case management to Housing First Program participants that transition into the Housing Choice/Section 8 Voucher program.
 - 4.1.4 Assign a staff liaison to assist with program coordination.
- 4.2 HOUSING AUTHORITY. During the term of this MOU, the Housing Authority's responsibilities are as follows:
 - 4.2.1 A commitment of up to 100 Housing Choice Vouchers annually to this pilot project which will be used to transition participating households to a permanent rental subsidy at month 13. The annual dollar value of the 100 Housing Choice Vouchers shall be approximately \$804,000.
 - 4.2.2 All voucher referrals shall satisfy the requirements set forth in Part 982 (defined below) to receive actual vouchers. To that end, in addition to any vetting

conducted by the City, the Housing Authority shall further screen eligibility of all voucher referrals to ensure compliance with Part 982.

- 4.2.3 Once the Housing Authority determines an applicant's voucher eligibility, in its sole discretion, send referrals to the project's property manager for occupancy screening and leasing pursuant to the project's established procedures.
- 4.2.4 Issue all vouchers pursuant to Title 24 CFR Part 982, as amended (Part 982). In the event of a conflict between the terms of this MOU and Part 982, the requirements set forth in Part 982 shall prevail.
 - 4.2.5 Landlord recruitment and coordination of landlord fairs.
 - 4.2.6 An assigned staff liaison to assist with program coordination.
- 4.3 COUNTY. During the term of this MOU, the County, by and through its Department of Public Social Services and its Riverside University Health System, Behavioral Health, will provide the supportive services as outlined below.
 - 4.3.1 The Department of Public Social Services:
 - a. Coordination and support from Continuum of Care resources;
 - b. Client assessment and intake provided by Coordinated Entry System (CES) Navigators;
 - c. Housing navigation provided by CES Navigators; and
 - d. Assistance with accessing mainstream benefits administered by the department including; CalFresh, Medi-Cal, Temporary Aid for Needy Families (TANF), General Relief, and In Home Supportive Services (IHSS).
 - 4.3.2 The Riverside University Health System, Behavioral Health:
 - a. Targeted outreach for unsheltered persons with a severe mental health issue;
 - b. Services for adults and youth suffering from a severe and persistent mental health problem which includes crisis intervention, psychiatric assessments, recovery management, medication services, case management, and dual-diagnosis treatment;
 - c. Substance abuse services; and
 - d. Coordination of specialized housing for eligible households to facilitate treatment.

- 4.3.3 For each assisted household, in coordination with the Inland Empire Healthcare Plan, the County shall provide:
 - a. Intensive Case Management and Integrated Health Services (ICMS);
 - b. Primary care, specialty mental health services, and substance abuse disorder services; and
 - c. Transportation planning and assistance to access off-site services and appointments.
- 4.3.4 Establish and implement standards for the above-identified services in units created under this MOU, and may update those standards during the term of this MOU.
- 5. <u>TENANT SELECTION</u>. County staff will support a recommendation to the County Board of Supervisors to amend the County Homeless Action Plan to reflect the proposed changes below regarding tenant selection. The Parties hereby acknowledge and agree that all amendments to the County Homeless Action Plan are subject to the prior written approval of the County Board of Supervisors, in its sole and absolute discretion. The following are the proposed changes:
- 5.1 Priority for single adults experiencing chronic homelessness, significant barriers to housing stability, multiple barriers to independence or high risk of becoming chronically homeless.
- 5.2 Priority for families (with custody of children below the age of 18) experiencing chronic homelessness, significant barriers to housing stability, multiple barriers to independence, or high risk of becoming chronically homeless.
- 5.3 Priority for youth and young adults, aged 18 to 24, determined to need supportive housing.

If the aforementioned proposed amendments to the County Homeless Action Plan are approved by the County's Board of Supervisors, the City shall coordinate with the County to ensure supportive housing created under this MOU targets populations consistent with these regional priority population goals.

- 6. <u>IMPLEMENTATION</u>. The Parties agree to meet at least quarterly to assess the implementation of this MOU and perform the following tasks:
- 6.1 Develop a schedule for allocation of resources and identify tracking mechanisms to ensure the Parties are using the supportive housing resources developed as a result of this MOU fully.
- 6.2 Create a unified application between the Parties or utilize a countywide unified application that allows housing developers to apply for capital, operating, and services awards.

- 6.3 Establish protocols for providing Housing Choice Vouchers to allow supportive housing tenants to "move on" at the 13th month.
- 6.4 Design data collection and reporting systems to evaluate the outcomes of this MOU.
- 6.5 Perform adjustments based on needs of people experiencing homelessness, progress in meeting responsibilities outlined in this MOU, resource utilization and availability, overall supportive housing production, evaluation findings, and supportive housing gaps in difficult-to-develop areas of the City.
- 7. <u>EVALUATION</u>. The Parties agree to conduct an evaluation of the MOU, using data that County, City, and third party evaluators collect, as well as tenant-reported data. The evaluation shall be completed and presented to the County Board of Supervisors and the Riverside City Council on an annual basis. The evaluation shall include, but not be limited to, the following:
 - 7.1 Progress in achieving the goals outlined in MOU.
 - 7.2 Barriers to implementation of the MOU.
 - 7.3 Recommended strategies for removing barriers to implementation.
 - 7.4 Population-specific data on the following:
 - a. Number of formerly homeless individuals and families housed;
 - b. Number of people who remained in permanent housing one and two years after housing placement;
 - c. Improved health outcomes among participants served, demonstrated through obtaining regular medical, mental health, or substance use disorder treatment, and decreased hospital admissions and emergency department visits;
 - d. Community integration and social connectedness, including reconnection with family or friends or building new support networks, through tenant satisfaction surveys;
 - e. Gainful employment, educational attainment, and/or increased income;
 - f. Consistent payment of tenant portion of rent; and
 - g. Positive exits from supportive housing.
- 8. <u>FINANCIAL OBLIGATIONS</u>. It is the intent and understanding of the Parties to this MOU that each Party shall bear its own costs and expenses associated with

administering and implementing all services and other obligations arising out of and related to this MOU.

- 9. <u>GENERAL TERMS</u>. It is further mutually agreed by the Parties as follows:
- 9.1 <u>Term of MOU; Effective Date</u>. The term of this MOU shall commence upon the date of the last signature below ("Effective Date") and remain in effect for a period of three (3) years thereafter ("Term"). The Term of this MOU may be extended for an additional one (1) year period upon the mutual written consent of the Parties
- 9.2 <u>Notices</u>. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

If to County:

County of Riverside
c/o Housing Authority of the County of Riverside
1325 Spruce Street, Suite 11
Riverside, CA 92507
Attention: Deputy Executive Director

If to Housing Authority:

Housing Authority of the County of Riverside 1325 Spruce Street, Suite 11 Riverside, CA 92507 Attention: Deputy Executive Director

If to City:

City Manager City of Riverside 3900 Main Street Riverside, CA 92522

- 9.3 <u>Termination</u>. Either Party may terminate this MOU for any reason by giving written notice to the designated representative of the other Party thirty (30) days prior to the expiration of this MOU at the address listed in Section 9.2 above. Except as otherwise provided herein, upon termination of this MOU, neither Party shall have any obligation to the other.
- 9.4 <u>Legal Authority</u>. Nothing in this MOU binds the County, City, or Housing Authority to perform any action that is beyond its legal authority.

- 9.5 <u>Conflict of Interest.</u> No member, official or employee of the County, City, or Housing Authority shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 9.6 <u>Interpretation, Governing Law, Severability and Venue.</u> This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California in effect at the time of execution of this MOU. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.

- 9.7 <u>No Third-Party Beneficiaries</u>. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to the federal government, or any other businesses, organizations or individuals utilizing Housing Choice/Section 8 vouchers. No other person or entity shall have any right of action based upon the provisions of this MOU.
- 9.8 <u>Indemnification</u>. None of the Parties nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party arising out of or related to any work, authority or jurisdiction delegated to a Party under this MOU. It is further agreed that pursuant to Government Code Section 895.4, each Party shall fully indemnify and hold the other Parties harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such Party arising out of or related to any work, authority or jurisdiction delegated to the Party under this MOU.

The Party each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 9.8.

- 9.9 <u>Section Headings</u>. The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.
- 9.10 <u>Compliance with Laws and Regulations</u>. By executing this MOU, County, City, and Housing Authority agree to comply with all applicable federal, state and local laws, regulations and ordinances.
- 9.11 <u>Waiver</u>. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by another Party, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by another Party with the terms of this MOU thereafter.

- 9.12 <u>Amendments and Modifications</u>. It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.
- 9.13 <u>Independent Contractor</u>. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party.
- 9.14 <u>Administration/MOU Liaison</u>. The Executive Director of the Housing Authority of the County of Riverside, or designee, shall administer this MOU on behalf of the Housing Authority. The City Manager, or designee, shall administer this MOU on behalf of the City. The Assistant County Executive Officer/EDA, or designee, shall administer this MOU on behalf of the County.
- 9.15 <u>Assignment</u>. No Party shall delegate or assign its interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the other Parties.
- 9.16 <u>Nondiscrimination</u>. During the performance of this MOU, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.
- 9.17 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of 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.
- 9.18 <u>Authority</u>. The individuals executing this MOU and the instruments referenced herein on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.
- 9.19 <u>Entire Understanding</u>. This MOU constitutes the final, complete, and exclusive statement of the terms of the understanding between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or MOUs of the Parties.
- 9.20 <u>Counterparts</u>. This MOU may be executed and delivered in counterparts by facsimile or electronic mail, and such counterparts, together, shall constitute but the same

instrument. Each of the Parties hereto agrees to additionally execute and deliver original copies of this MOU circulated subsequent to its initial execution.

- 9.21 <u>Interpretation</u>. The Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU.
- 9.22 <u>Titles</u>. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.

[Signatures on following pages.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed on the dates set forth below.

Understanding to be executed on the dates set for	orth below.
COUNTY:	CITY:
COUNTY OF RIVERSIDE, a political subdivision of the State of California By Chuck Washington Chairman of the Board of Supervisors Date: AUG 28 2018	CITY OF RIVERSIDE, a California charter city and municipal corporation By: Name: Rafael Guzman Its: Assistant City Manager Date: 10.20.18
ATTEST: Kecia Harper-Ihem Clerk of the Board of Supervisors By: Deputy	ATTESTED TO: By: City Clerk APPROVED AS TO FORM:
APPROVED AS TO FORM: Gregory P. Priamos County Counsel By:	By: Chief Assistant City Attorney, Lawren Sender Deprity

CERTIFIED AS TO FUNDS AVAILABILITY:

Chief Financial Officer/ City Treasurer

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic

Robert Field,	
Executive Director	
Dated:	

ATTEST:

Kecia Harper-Ihem Clerk of the Board of Supervisors

By:

APPROVED AS TO FORM:

Gregory P, Priamos County Counsel

Mari

Amrit Dhillon, Deputy County Counsel