

Memorandum of Understanding

Ventura Countywide Homelessness

2/26/2018

This Memorandum of Understanding (“MOU”) is by and among the following parties: City of Camarillo, a California general law municipal corporation; City of Fillmore, a California general law municipal corporation; City of Moorpark, a California general law municipal corporation; City of Ojai, a California general law municipal corporation; City of Oxnard, a California general law municipal corporation; City of Port Hueneme, a California Charter law municipal corporation; City of San Buenaventura, a California Charter law municipal corporation; City of Santa Paula, a California general law municipal corporation; City of Simi Valley, a California general law municipal corporation; City of Thousand Oaks, a California general law municipal corporation; and the County of Ventura, 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 each city and the county working cooperatively; and,

WHEREAS, It is the purpose and intent of this MOU to commit the efforts of each city and the county to the common good of all to help address homelessness in this county.

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:

Each city and the county will:

1. Commit to actively participate in the Continuum of Care (COC) by requiring service providers in each community to sign on to

the Memorandum of Understanding between the Ventura County Continuum of Care Alliance and the organization.

2. Develop a crisis response system which includes emergency housing resources for those who present as homeless in their jurisdiction; this housing will include access to case management to support the transition to permanent housing.
3. Pursue permanent housing units across the continuum of care range of housing needs (including transitional, permanent supportive, and extremely affordable) as enumerated in their jurisdiction's Housing Element of their respective General Plan to serve the most vulnerable in their jurisdiction.
4. Require that all entities receiving funding for homeless or housing services from their city/county to commit to the Pathways to Home program by conditioning funding to participation in the Homeless Management Information System (HMIS)
5. Commit to consult with the COC as the city/county considers recommendations for programs and funding related to homelessness.
6. Miscellaneous Provisions.

6.1 **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 City of Camarillo


Greg Ramirez
City Manager

To City of Fillmore
David Rowland
250 Central Av.
Fillmore, CA 93015

To City of Moorpark
Juanita

To City of Ojai
Betsy Stix
Betsy Stix, Mayor
9-17-2021

To City of Oxnard
Tim Flynn 9/13/18
Tim Flynn, Mayor

To City of Port Hueneme
Brad "Brick" Conners
Brad "Brick" Conners
City Manager


To City of San Buenaventura
Alex D. McIntyre
CITY MANAGER

To City of Santa Paula
Dan Singer
Dan Singer
City Manager

To City of Simi Valley
Brian Paul Gardner
BRIAN PAUL GARDNER
CITY MANAGER



CITY OF THOUSAND OAKS


Claudia Bill-de la Peña, Mayor

To County of Ventura

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.

6.2 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.

6.3 Assignment. The parties may not assign this MOU or the rights and obligations hereunder without the specific written consent of the others.

6.4 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.

6.5 Amendments. This MOU may be modified in writing only, signed by the Parties in interest at the time of the modification.

6.6 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.

6.7 Survival. The obligations of this MOU, which by their nature would continue beyond the termination of the MOU shall survive termination of this MOU.

6.8 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.

6.9 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.

6.10 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.