

COLLABORATIVE APPLICANT MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN JOAQUIN CONTINUUM OF CARE (CA-511)

AND

SAN JOAQUIN COUNTY  
(Collaborative Applicant)

**WHEREAS** San Joaquin Continuum of Care (SJCoC) adopted a Governance Charter on June 28, 2018, as amended;

**WHEREAS** San Joaquin Continuum of Care shall serve the geographic area of SAN JOAQUIN CONTINUUM OF CARE (CA-511), which includes San Joaquin County, CA, to:

- Provide leadership and effective stewardship of resources
- Facilitate community planning, design and implementation of programs critical to ending homelessness in San Joaquin County;

**WHEREAS** the SJCoC Board of Directors shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CFR part 578 to designate a Continuum of Care (CoC) Lead Agency to serve as the Collaborative Applicant, to operate the Continuum of Care, to support year-round Continuum of Care planning of homeless and homeless prevention housing and services;

**WHEREAS** San Joaquin County has been designated as the Collaborative Applicant by the SJCoC, and as such is the sole eligible applicant for HUD CoC Program planning funds, and shall manage the required HUD CoC Program application process on behalf of the SJCoC to ensure the maximum amount of funds are received by the SJCoC jurisdiction and that SJCoC is in compliance with all applicable HUD rules and regulations;

**WHEREAS** the Central Valley Low Income Housing Corporation has been designated as the Administrator of the Homeless Management Information System (HMIS) by SJCoC;

**WHEREAS** San Joaquin County has been designated as the Fiscal Agent for the administration of SJCoC planning funds and other CoC Program project grants as directed by SJCoC; and, as such shall provide office space and other tools as necessary to administer the grants according to any grant agreement requirements, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200; and shall be reimbursed for performing such Fiscal Agent duties;

**WHEREAS** San Joaquin County has been designated as the employer on record for the Program Administrator for Homeless Initiatives and shall be reimbursed for related employment costs subject to

continued funding through the CoC Program Planning Grant (HUD Planning Grant budget attached); and, as such, shall provide office space and other tools necessary for the Program Administrator for Homeless Initiatives to perform his/her duties;

**WHEREAS** the direction of the Program Administrator for Homeless Initiatives will be handled by the SJCoC Board of Directors based on the goals and objectives of the SJCoC, and the day to day guidance from the Collaborative Applicant;

**WHEREAS** any employment issues relating to the Program Administrator for Homeless Initiatives will be addressed in concert with the Collaborative Applicant according to the rules of the State of California.

The parties agree to the following:

**ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT:**

A. San Joaquin County, Program Administrator for Homeless Initiatives

1. Coordinate county-wide process of developing strategies to improve crisis response system in San Joaquin CoC;
2. Inform SJCoC of HUD notices, interim rules, and changes to HUD regulations;
3. Provide a quarterly Collaborative Applicant report to the SJCoC Board of Directors, which includes a full and complete accounting of expenditures for the HUD CoC Program grants;
4. Staff the SJCoC membership and Board of Directors meetings by taking and maintaining minutes of meetings, distributing meeting notices, publishing roster of eligible voting members, and recording meeting attendance;
5. Assist with the HUD CoC Program annual application process, including the collection, review, scoring and ranking of project applications;
6. Prepare consolidated application as part of CoC Program annual application;
7. Provide programmatic content for CoC Program project subrecipient agreements;
8. Ensure production of and approve CoC Program project Annual Performance Reports;
9. At request of SJCoC Board of Directors, produce reports, such as:
  - a. CoC Program Grant score debrief and improvement report;
10. Coordinate the planning and implementation of annual Point-in-Time count of sheltered and unsheltered homeless in SJCoC;
11. Coordinate performance monitoring, evaluation, and reporting of all CoC Program project subrecipients with San Joaquin County;

B. San Joaquin County

1. Administer CoC Program grants according to 2 CFR part 200;
2. Process requests for payment and draw down funds from LOCCS (HUD's Line of Credit Control System);
3. Maintain financial records relating to the HUD CoC Program Planning grant and other CoC Program project grants;

4. Provide regular on-going financial reporting per the expectations of the SJCoC, including full and complete accounting of expenditures of the CoC Program project grants;
5. Develop and execute subrecipient agreements with CoC Program project applicants, including agency designated as HMIS Lead Agency by the SJCoC;
6. Coordinate monitoring of CoC Program project subrecipients for financial and programmatic compliance with Program Administrator for Homeless Initiatives.

**ROLES AND RESPONSIBILITIES OF THE SAN JOAQUIN CONTINUUM OF CARE (CA-511):**

1. Ensure that the funds and resources needed by the Collaborative Applicant for its work outlined in the roles and responsibilities are adequate and available;
2. Establish funding priorities for CoC Program assistance through fair, objective, and transparent processes;
3. Establish performance targets for each population and program type based on HUD performance standards identified in any HUD guidance, Notice of Funding Availability (NOFA), and notices;
4. Approve policies and procedures for performance monitoring, evaluation, corrective plans and reporting for all CoC Program recipients and subrecipients;
5. Ensure that any potential or perceived conflicts of interest are addressed in an effective, open, and timely manner;
6. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness;
7. Develop a process to review, approve, and prioritize funding allocations in response to HUD NOFAs for the CoC Program;
8. Approve written standards for administering the SJCoC Coordinated Entry System Policy;
9. Conduct an annual performance review of the Collaborative Applicant;
10. Cultivate membership and leadership as provided for in the Governance Charter, and provide support to foster engagement and participation;
11. Conduct outreach efforts to educate local stakeholders and the general public regarding the role of SJCoC.

**DURATION AND RENEWAL**

The duration of this MOU shall be from January 9, 2020 through January 9, 2021.

**AMENDMENTS/NOTICES**

The MOU may be amended in writing by either party and is in effect upon signature of both parties.

Notices shall be mailed, emailed or delivered to:

1. Chair of the San Joaquin Continuum of Care Board of Directors
2. Authorized Representative of San Joaquin County

**TERMINATION**

Either party may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

Signatures:

  
\_\_\_\_\_  
Collaborative Applicant  
Monica Nino, County Administrator  
San Joaquin County

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
San Joaquin Continuum of Care  
Jonathan Mendelson  
Chair, Board of Directors

  
\_\_\_\_\_  
Date