

# Memorandum of Understanding

between

Mendocino County Health & Human Services Agency,  
Social Services

(hereinafter referred to as COUNTY)

and

Rural Communities Housing Development Corporation  
(hereinafter referred to as RCHDC)

## I. PURPOSE AND INTENTIONS

- A. The purpose of this Memorandum of Understanding (MOU) is to establish a partnership in order to provide services to ten (10) households, who qualify as special needs population. The intended recipients will either be homeless and eligible for services through Family & Children's Services (FCS), Housing and Disability Advocacy Program (HDAP), Home Safe or CalWORKs Housing Support Program (CWHSP); or they will be In Home Supportive Services (IHSS) clients being served by IHSS providers and staff. The identified households will occupy a minimum of ten (10) apartments at the Orr Creek Commons Development, located at 509 Brush Street, Ukiah, California 95482.
- B. Proposed households will qualify as special needs populations. For the purposes of this MOU, the tax credit definition of "Special Needs Populations" will be used. Pursuant to Section 10325(g)(3) of the California Tax Credit Allocation Committee Regulations Implementing the Federal and State Low Income Housing Tax Credit Laws, Criteria for potential "special needs" households is as follows:
1. Individuals living with physical or sensory disabilities and transitioning from hospitals, nursing homes, development centers, or other care facilities;
  2. Individuals living with developmental or mental health disabilities;
  3. Individuals who are survivors of physical abuse;
  4. Individuals who are homeless as described in Section 10315(b);
  5. Individuals with chronic illness, including HIV;
  6. Homeless youth as defined in Government Code Section 12957(e)(2);
  7. Families in the child welfare system for whom the absence of housing is a barrier to family reunification, as certified by a county; OR
  8. Another specific group, per Regulations Section 10325 page 68 of 94, determined by the Executive Director to meet the intent of this housing type.
  9. The Executive Director shall have sole discretion in determining whether or not an application meets this criteria.

## II. TERM OF THE MOU

- A. The term of this MOU is set at twenty (20) years; it shall commence upon availability of occupancy and shall continue through July 31, 2039, and may be amended or extended by mutual agreement of the parties.

## III. RESPONSIBILITIES - COUNTY (HHSA) will provide:

- A. The County will provide a letter to RCHDC establishing the County's summary of experience as a service provider.
- B. The County will provide a Preliminary Service Plan to each identified special needs individual to be housed. Services may include, but are not limited to, the following:
  - 1. In home caregiver for disabled individual to remain living independently.
  - 2. Assigned specialist to provide supportive services for engagement, including, but not limited to:
    - a. Mental health services
    - b. Substance use treatment services
    - c. Employment engagement services
    - d. Engagement in domestic abuse-related services
  - 3. Social Worker to provide services, such as:
    - a. Reunification supports to families engaged with the child welfare system upon overcoming the housing barrier, in order to further address the specific ongoing needs identified in their FCS case plan.
    - b. Guidance to In Home Supportive Services clients in securing appropriate providers, determining levels of care and hours or care needed weekly.
- C. The County will provide no less than two hundred eight (208) service hours per ten (10) apartments.
- D. The County will provide a qualified representative to assist in screening applicants to ensure they meet all requirements including level of need and income.

IV. RCHDC will provide:

- A. A minimum of ten (10) apartments for occupancy by special needs clients receiving services from HHSA.
- B. On site management.
- C. Financial oversight and maintenance of the facility.
- D. Notice to HHSA designated representative of any pending evictions within the first year of occupancy.

V. Signatures:

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Mendocino County, Health & Human Services Agency  
Social Services**

Bekkie J Emery  
Bekkie Emery, Social Services Director

July 10, 2019  
Date

**Rural Communities Housing Development Corporation**

Brad McDonald  
Brad McDonald, CEO

August 8, 2019  
Date

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Bekkie Emery  
Bekkie Emery, HHS Assistant Director/Social Services Director

DATE: July 10, 2019

Budgeted:  Yes  No

Budget Unit: N/A

Line Item: N/A

Grant:  Yes  No

Grant No.: N/A

**CONTRACTOR/COMPANY NAME**

By: Brad McDonald

Date: August 8, 2019

**NAME AND ADDRESS OF CONTRACTOR:**

Rural Communities Housing Development

499 Leslie Street

Ukiah, CA 95482

**COUNTY OF MENDOCINO**

By: Carre Brown  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date: SEP 11 2019

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Carmel J. Angelo  
Deputy  
SEP 11 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Carmel J. Angelo  
Deputy  
SEP 11 2019

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 7/22/19

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

Date: 7/23/19

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Janette Rau  
Deputy CEO

Date: 7/23/19

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**  
**Exception to Bid Process Required/Completed**  \_\_\_\_\_  
**Mendocino County Business License: Valid**   
**Exempt Pursuant to MCC Section:** \_\_\_\_\_