

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HOUSING AUTHORITY OF THE COUNTY OF HUMBOLDT  
FOR FISCAL YEARS 2024-2025 THROUGH 2034-2035**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Housing Authority of the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “PHA,” is made upon the following considerations:

WHEREAS, the United States Department of Housing and Urban Development makes housing choice vouchers available to public housing authorities that partner with public child welfare agencies through the Foster Youth to Independence Initiative Voucher Program for the purpose of assisting eligible youth with obtaining and maintaining stable housing; and

WHEREAS, PHA and COUNTY, by and through its Department of Health and Human Services, have agreed to work in partnership to implement and administer the Foster Youth to Independence Initiative Voucher Program in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and requirements; and

WHEREAS, in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and requirements, PHA and COUNTY have identified several goals and objectives regarding the implementation and administration of the Foster Youth to Independence Initiative Voucher Program in Humboldt County, including, without limitation: issuing any and all vouchers made available through the Foster Youth to Independence Initiative Voucher Program to eligible youth; establishing relationships with service providers in order to ensure efficient referral of eligible youth with unmet service needs; and identifying, recruiting and engaging property owners and managers to participate in the Foster Youth to Independence Initiative Voucher Program; and

WHEREAS, PHA and COUNTY desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the implementation and administration of the Foster Youth to Independence Initiative Voucher Program in Humboldt County.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto mutually agree as follows:

1. **RIGHTS AND RESPONSIBILITIES OF THE PARTIES:**

A. **Implementing and Administering the Foster Youth to Independence Initiative Voucher Program.**  
PHA shall ensure that the Foster Youth to Independence Initiative Voucher Program is implemented and administered in a manner that is consistent with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and requirements by doing all of the following:

1. Comparing the names of eligible youth referred by COUNTY pursuant to the terms and conditions of this MOU with the names of youth already on PHA's housing choice voucher waiting list.
2. Assisting any eligible youth on PHA's housing choice voucher waiting list who has been referred by COUNTY pursuant to the terms and conditions of this MOU in order of their

position on the housing choice voucher waiting list in accordance with any and all applicable admission policies, procedures, standards and requirements.

3. Placing any eligible youth referred by COUNTY pursuant to the terms and conditions of this MOU who is not on the housing choice voucher waiting list on the housing choice voucher waiting list.
4. Reopening closed housing choice voucher waiting lists to accept eligible youth referred by COUNTY pursuant to the terms and conditions of this MOU.
5. Providing public notice of the opening and closing of any housing choice voucher waiting lists in accordance with the requirements set forth in Section 982.206 of Title 24 of the Code of Federal Regulations (“C.F.R.”) and any other applicable local, state and federal laws, regulations and standards.
6. Documenting that eligible youth are adequately informed of their eligibility to receive supportive services as part of the Foster Youth to Independence Initiative Voucher Program and the duration of the availability of such services.
7. Amending the administrative plan in accordance with any and all applicable Foster Youth to Independence Initiative Voucher Program rules, regulations and requirements.

B. Referrals to the Foster Youth to Independence Initiative Voucher Program. COUNTY shall ensure that eligible youth are referred to the Foster Youth to Independence Initiative Voucher Program in a manner that is designed to allow for the effective operation thereof by doing all of the following:

1. Developing and implementing a system for identifying eligible youth within the Department of Health and Human Services – Child Welfare Services caseload and reviewing referrals from PHA, and other important partners, including, without limitation, local, state and federal agencies, including, but not limited to, schools, philanthropic and faith-based organizations and the local Continuum of Care, or designees thereof, as applicable.
2. Developing and implementing a system for prioritizing referrals to ensure that eligible youth receive vouchers based upon level of need and appropriateness of the intervention.
3. Providing written certification to PHA that youth referred pursuant to the terms and conditions of this MOU are between eighteen (18) and twenty-four (24) years of age, have left foster care, or will leave foster care within ninety (90) days of the referral, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and are homeless, or is at risk of becoming homeless, at sixteen (16) years of age, or older.

C. Provision of Supportive Services. COUNTY shall make the following supportive services available to each eligible youth participating in the Foster Youth to Independence Initiative Voucher Program for a period of at least thirty-six (36) months after the date on which PHA issues a voucher thereto:

1. Providing information and counseling on money management, use of credit, housekeeping, proper nutrition and meal preparation, access to health care, including, without limitation, meeting with doctors, obtaining medication and behavioral health services, and other basic life skills needed to maintain stable housing.

2. Providing information and counseling regarding compliance with any and all Foster Youth to Independence Initiative Voucher Program and rental lease requirements, including, without limitation assistance, and/or referrals for assistance, with paying security deposits, utility hook-up fees and utility deposits.
3. Providing any and all reasonable assurances to owners of rental property necessary to assist eligible youth to rent a unit with a housing choice voucher.
4. Providing information and counseling regarding job preparation and, including, without limitation, looking for job openings, applying for employment, conducting job interviews and establishing and maintaining relationships with supervisory personnel.
5. Providing information and counseling regarding educational and career advancement, including, without limitation, attaining a general equivalency diploma and financing attendance at a technical school, trade school or college, including, but not limited to, successful work ethic and attitude models.

D. Cooperation with Program Evaluation Efforts. COUNTY and PHA hereby agree to cooperate with any and all Foster Youth to Independence Initiative Voucher Program evaluation efforts undertaken by the United States Department of Housing and Urban Development, and any duly authorized representatives thereof, including, without limitation, ensuring compliance with any and all evaluation protocols and data sharing requests.

2. TERM:

This MOU shall begin upon execution by both parties hereto and shall remain in full force and effect until September 30, 2034, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU or violates any local, state or federal laws, regulations, policies, procedures, standards or requirements applicable to its performance hereunder.

B. Termination without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Health and Human Services  
Attention: Robert Ward, Housing and Assistance Coordinator  
507 F Street  
Eureka, California 95501

////

PHA: Housing Authority of the County of Humboldt  
Attention: Cheryl Churchill, Executive Director  
735 West Everding Street  
Eureka, California 95503

5. REPORTING REQUIREMENTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required pursuant to the terms and conditions of this MOU shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards. Any and any all reports required pursuant to the terms and conditions of this MOU shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with the performance of the duties and obligations set forth herein, including, without limitation, the costs associated with the administration of this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

7. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and

Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title C.F.R. Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations, policies, procedures or standards.

8. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States

Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

9. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, PHA certifies that it is not a Nuclear Weapons Contractor, in that PHA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. PHA hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHA subsequently becomes a Nuclear Weapons Contractor.

10. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability. In such cases, each party will bear its own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required hereunder shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

11. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

////

PHA: Housing Authority of the County of Humboldt  
Attention: Cheryl Churchill, Executive Director  
735 West Everding Street  
Eureka, California 95503

12. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, legal partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

13. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

14. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

15. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date of such amendment.

16. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by each party hereto.

17. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

18. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

22. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

23. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

25. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation,



television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU. Any and all notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

26. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 6 – Record Retention and Inspection, Section 7 – Confidential Information and Section 10 – Indemnification shall survive the expiration or termination of this MOU.

27. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

28. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by each of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

32. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual

or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

33. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

**HOUSING AUTHORITY OF THE COUNTY OF HUMBOLDT:**

By: Cheryl Churchill

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Connie Beck, DHHS Director

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_