

MEMORANDUM OF UNDERSTANDING

between

THE CITIES OF CHINO, CHINO HILLS, FONTANA, MONTCLAIR, ONTARIO,
RANCHO CUCAMONGA, RIALTO, and UPLAND

and

SAN BERNARDINO COUNTY

for the

OPERATION OF A REGIONAL NAVIGATION CENTER

This Memorandum of Understanding (“MOU”) is entered into as of December 16, 2025 (“Effective Date”) by and between the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland, each of which is a municipal corporation organized and existing under the laws of the State of California (referred to individually as “City Party” and collectively as “the City Parties”), and San Bernardino County, a political subdivision of the State of California (“County”). The City Parties and the County may be referred to individually as “Party” and collectively as “the Parties.”

Recitals

WHEREAS, the Parties, like many regions throughout California, have experienced significant growth in their unhoused population in recent years, presenting complex challenges driven by untreated substance use and mental health disorders, rising housing costs, and insufficient emergency, transitional, and affordable housing resources; and

WHEREAS, this growth in the unhoused population has resulted in increased incidents of camping and loitering on public rights-of-way, parks, and other public property within the Parties' jurisdictions, creating public health and safety concerns while straining municipal resources; and

WHEREAS, the Parties desire to cooperate to address homelessness through collaborative, evidence-based approaches that prioritize both public safety and the dignified treatment of unhoused individuals; and

WHEREAS, the Parties seek to implement comprehensive solutions to balance enforcement with meaningful support services; and

WHEREAS, the Parties recognize that addressing homelessness effectively requires collaborative regional efforts and hereby commit to establishing an emergency housing facility that offers integrated support services—including case management, behavioral health care, medical oversight, coordinated social services, transportation support, and housing placement assistance—designed to help residents successfully transition to permanent, stable housing; and

WHEREAS, the Parties further commit to establishing clear pathways from emergency housing to permanent housing solutions by providing coordinated access to transitional housing, permanent supportive housing, and affordable housing opportunities within their respective jurisdictions; and

WHEREAS, the Parties recognize the need for professional expertise in delivering trauma-informed, comprehensive services that address the complex needs of unhoused individuals and families; and

WHEREAS, this collaborative approach represents the Parties' commitment to addressing homelessness through shared resources, coordinated planning, and evidence-based practices that serve both unhoused individuals and the broader community; and

WHEREAS, the Parties' respective governing bodies have reviewed and approved this MOU, finding that this regional partnership advances the health, safety, and welfare of all residents within their jurisdictions; and

WHEREAS, the Parties desire to cooperate in good faith to operate a new regional emergency housing and services center; and

WHEREAS, the Parties desire to define the responsibilities of each Party with respect to the funding and operation of a new Regional Navigation Center.

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I. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated and made a substantive part of this MOU by this reference.

II. PURPOSE

- A. The Parties desire to work together cooperatively and in good faith towards funding and operating a Regional Navigation Center ("Facility"). The Facility will operate as a referral-only facility with managed access protocols designed to ensure safety and security for all participants. The Facility will serve individuals who meet established eligibility criteria for each program component, providing comprehensive in-house services, case management, medical oversight, and coordinated service delivery within an environment optimized for successful outcomes.
- B. This MOU is intended to define the rights and responsibilities of the Parties with respect to the establishment, funding, and operation of the Facility for homeless individuals as defined by the U.S. Department of Housing and Urban Development (HUD) and the State of California, including individual adults (persons 18-years of age or older), individual adults (parent or guardian) with children, and families (married or unmarried adult partners with children) experiencing homelessness within the referring Party's respective jurisdiction, as further described herein.

III. TERM

- A. **Initial Term, Extension.** This MOU shall be effective as of the Effective Date and shall remain in force and effect for ten (10) years unless terminated earlier by mutual agreement of the Parties pursuant to Section IV of this MOU. Thereafter, this MOU shall automatically renew for one additional five (5) year term unless any Party provides written notice of non-renewal to all other Parties at least ninety (90) days prior to the expiration of the initial term, or the Parties may mutually agree in writing to a renewal term of two (2), three (3), or four (4) years instead.
- B. **Renewal.** After the initial term and first extension, as provided for in Section III.A of this MOU, lapse, the terms of this MOU may be renegotiated between the Parties, for a successor MOU, or the Parties may agree, upon written approval of their respective governing Boards or Councils, to extend this Agreement for consecutive one-year terms.

IV. TERMINATION

- A. **Mutual Termination.** Notwithstanding the term set forth in Section III.A of this MOU, this MOU may be terminated at any time upon the written agreement of at least six (6) City Parties and the County to this MOU. Such termination shall be evidenced by a written instrument executed by the authorized representatives of at least six (6) participating city jurisdictions and the County, and shall specify the effective date of termination.
- B. **Individual Party Withdrawal.** Beginning in the ninth (9th) year after the Effective Date of this MOU, any City Party may withdraw from this MOU by providing twelve (12) months advance written notice to all other Parties. The withdrawing Party must continue all obligations, including timely payment of costs and any applicable termination fees,

through the effective date of withdrawal. Notwithstanding the above, beginning in the third (3rd) year after the Effective Date of this MOU, the City of Ontario may withdraw from this MOU by providing three (3) months advance written notice to all other Parties.

- C. Termination Fee Prior to End of Ten-Year Term.** The termination fee payable by any City Party terminating its participation pursuant to Section IV.B of this MOU shall be equal to the unpaid portion of the ten (10) year commitment as calculated from the effective date of termination through the end of the Term. The termination fee shall be paid by the terminating City Party to the County not later than six (6) months before the effective date of termination, unless another agreeable date is reached and agreed to by the County. Failure to timely remit the termination fee shall render a City Party's notice of termination ineffective. Notwithstanding the above, the City of Ontario shall not be subject to the termination fee regardless of whether Ontario terminates the agreement upon three (3) years of Facility operations or later.

V. COUNTY RESPONSIBILITIES

- A. Facility.** The County shall be responsible for the acquisition and operation of the Facility, to be located at 11109 Jasmine Street, Fontana, California 92337.
- B. Host City.** The City of Fontana agrees to serve as the host city for the Facility and to allow the Facility to be located and operated within its jurisdiction for the purposes set forth in this MOU for such term as the MOU remains in force and effect. As host city, the City of Fontana shall provide or facilitate necessary municipal services, permits, zoning approvals, and regulatory compliance required for the Facility's operation, notwithstanding any possible termination of the City of Fontana's participation in the MOU pursuant to Section IV of this MOU. The County agrees to coordinate with the City of Fontana in its role as host city and to support Fontana in fulfilling its host city responsibilities.
- C. Establishment of Facility.** The County agrees to be responsible for the acquisition of the Facility, property start-up costs, and its identified portion of operational costs as set forth in Section VII of this MOU. The County shall pay all costs and expenses associated with the operation and maintenance of the Facility and the provision of services at the Facility, except for the amounts set forth in Section VII of this MOU for which the City Parties shall be responsible. Annual operating costs that exceed the agreed-upon threshold established in Section VII shall be subject to negotiation among all Parties prior to the County's obligation to pay such excess costs.
- D. Vendor of Choice.** The operation and management of the Facility and the provision of the services at the Facility, as described in Section VI of this MOU, shall be performed by a vendor selected by the County through a County-directed procurement process.
- 1. Operations Agreement.** The County and Facility Operator, and other vendors and sub-vendors as determined necessary and appropriate by the County, shall enter into agreement for operation and management of the Facility, such duties to encompass, among other things, the matters described in Section VI of this MOU.
 - 2. Vendor Oversight.** The County shall, at all times, have the duty and responsibility to oversee the conduct and performance of any vendor and sub-vendors, and take appropriate measures to ensure vendors are, at all times, in compliance with the

provisions of this MOU and any operations agreements between the County and such vendors.

- E. **Mission Oversight.** The County shall oversee the successful achievement of the Facility's mission to serve the unhoused population and achieve a short- and long-term reduction in the unhoused population within the jurisdictions of the Parties.
- F. **Service Outcomes.** The County shall oversee service outcomes related to the sheltering, care, and treatment of Facility clients.
- G. **County Insurance.** The County shall obtain and maintain appropriate policies of insurance or self-insured retention in accordance with the minimum requirements for the types and amounts of coverage established by the County's risk management standards, or as otherwise established in policies established by the County for operation of the Facility.
- H. **Indemnification and Insurance Requirements**

1. **Indemnification.** To the fullest extent permitted by law, County shall indemnify and hold harmless City Parties, and each of them (individually, a "City Party"), together with their officials, officers, employees, agents, and volunteers from and against any and all claims, actions, losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of County, its officers, agents, employees, consultants, subconsultants, vendors, or sub-vendors (including the officers, employees, agents, contractors and volunteers of any vendor or sub-vendor performing work or services at, or in connection with, the Facility or its operation) in the performance of services under this MOU or the performance of any work or service at or in connection with the Facility or its operation. County's duty to indemnify and hold harmless a City Party shall not extend to that City Party's sole or active negligence.

In the event a City Party is made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services contemplated by this MOU, or the performance of work or services at or in connection with the Facility by any individual or entity, and upon demand by the City Party, County shall defend the City Party at County's cost to the extent the matters arise from, relate to or are caused by County's negligent acts, errors or omissions in connection with the performance of services under this MOU or the negligent acts, errors, or omissions of any County officer, official, employee, consultant, subconsultant, vendor, or sub-vendor (including the officers, employees, agents, contractors and volunteers of any vendor or sub-vendor) in the performance of any work or service at or in connection with the Facility or its operation. In the event of any dispute between County and a City Party, as to whether liability arises from the sole or active negligence of the City Party or its officers, employees, or agents, County will be obligated to pay for City Party's defense until such time as a final judgment has been entered adjudicating the City Party as solely or actively negligent. County will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

- 2. **Insurance.** County and City Parties are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against

liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

- I. **Licenses.** The County shall be responsible for obtaining and maintaining, at all times while this MOU is operational and in effect, all business licenses, professional licenses or certifications, and permits, if any, determined by the County to be necessary for operating and providing services at the Facility pursuant to this MOU.
 1. **Vendor Licenses.** The County shall ensure that each party providing services or otherwise engaged in the delivery of services to the Facility, including but not limited to the Facility Operator, shall obtain and maintain, at all times, all business licenses, professional licenses or certifications, and permits, if any, determined by the County to be necessary for operating and providing services at the Facility pursuant to this MOU.
- J. **Records.** The County shall be responsible for maintaining complete and accurate records with respect to all services and programs performed at the Facility and all costs and expenses incurred pursuant to this MOU. Such records shall be retained during the term of this MOU and for five (5) years after the termination of the MOU. The County shall also be responsible for establishing and maintaining on a current basis an adequate accounting system in accordance with generally accepted accounting principles. The County shall further be responsible during the term of this MOU for the preparation of an annual report to the City Parties, in a format approved by the City Parties, with respect to all services and programs performed at the Facility and all costs and expenses incurred pursuant to this MOU.
 1. **Vendor Records.** The County shall ensure that all vendors under contract to provide services to the Facility maintain complete and accurate records with respect to all services and programs performed at the Facility, including records related to all costs and expenses incurred pursuant to their operational agreement with the County. To that end, County must ensure that each of its vendor operating agreements requires the vendor to:
 - a) Retain all records during the term of their respective operational agreement and, in the event of termination of the operational agreement, provide and turn over all records maintained by the vendor in relation to services provided under the operational agreement to the County. In the event of dispute related to providing and turning over records to the County, the vendor shall retain such records indefinitely until such matters of dispute are resolved either through mutual agreement, dispute resolution, mediation, or by order of a court of competent jurisdiction.
 - b) Be responsible for establishing and maintaining on a current basis an adequate accounting system in accordance with generally accepted accounting principles.
 - c) Be responsible during the term of their operational agreement, for the preparation of annual reports required by the County, in a format approved by the County, with respect to all services and programs performed at the Facility and all costs and expenses incurred pursuant to their respective operational agreement.
 2. **Data-Sharing.** The County shall provide the City Parties with Homeless Management Information System (HMIS) project-level data on a quarterly basis. The data submission shall include, at a minimum, information on client demographics; services provided; bed utilization records by jurisdiction; project

enrollments and exits; recidivism rates within six (6) to twelve (12) months; housing outcomes and cost incurred per outcome. Data shall be submitted in a format approved by the City Parties and within fifteen (15) days following the end of each quarter. The City Parties reserve the right to request additional HMIS data or performance reports as necessary to evaluate program outcomes and compliance with funding requirements.

K. Financial Audit. The County shall annually conduct a financial audit of Facility Operator's financial records related to the performance of this MOU.

1. **Frequency of Audit.** Such audits may be conducted by the County or its authorized representatives at reasonable times during normal business hours upon providing reasonable written notice to vendors. Additional audits may be conducted upon reasonable request by the Parties or in response to security incidents.
2. **Scope and Methodology.** The purpose of such audits is to ensure compliance with the terms of this MOU and to verify the accuracy of vendors' performance. The audit shall be conducted in accordance with industry best practices and any relevant standards specified in this MOU.
3. **Access and Documentation.** Vendors shall provide the County or its authorized representatives with access to all relevant records, documents and facilities necessary to conduct each annual audit. Documents to be audited shall include, but not be limited to invoices, contracts, quality control records, and any other documentation pertinent to the audit scope.
4. **Reporting and Remediation.** Following completion of each annual audit, the County shall report to the Oversight Committee regarding the performance of the vendor, including any identified discrepancies, non-compliance issues, or areas for improvement.
5. **Vendor Compliance/Non-compliance.** The County shall be responsible for addressing issues of non-compliance with the vendor and ensuring timely implementation of corrective actions. The County shall work with the vendor to develop and monitor corrective action plans and take enforcement measures as necessary to ensure full compliance with this MOU and applicable operational agreements.
6. **Confidentiality of Records.** Parties agree to maintain confidentiality of any proprietary, sensitive, confidential, or patient/client information disclosed during the annual audit. All audit-related findings and communications shall be treated as confidential, unless otherwise required by law or regulating authorities.
7. **Costs.**
 - a. **Audit Costs.** The County shall bear all costs associated with the annual audit described in this Section V.K. The County shall not charge the City Parties for any expenses directly related to conducting or procuring the annual audit of the Facility Operator's financial records.
 - b. **Administrative Fee.** Separately, the County may assess an administrative fee to recover reasonable costs associated with its management and oversight of the Facility, including fiscal administration, contract management, compliance monitoring, and coordination of reporting

requirements. Any such administrative fee shall not exceed a reasonable percentage of total operating costs and shall be disclosed annually to the Oversight Committee as part of the County's presentation of the Facility's annual operating budget.

8. **Dispute Resolution.** Any disputes arising from audit findings or related matters shall be resolved in accordance with dispute resolutions agreed to between the County and vendors, and consistent with the broader dispute resolution process set forth in Section IX.J of this MOU. The County shall make reasonable efforts to mediate and resolve audit-related concerns in collaboration with the Facility Operator and the affected City Parties prior to escalation

L. Oversight Committee. An Oversight Committee is hereby established, comprised of one (1) leadership representative from each participating jurisdiction, who shall be either the City Manager, Chief Executive Officer, or an Elected Official from such jurisdiction. The Oversight Committee shall provide high-level oversight of this MOU and ensure the effective deliverance of the mission. The Oversight Committee shall have the authority to review overall program performance, strategic direction, and compliance with the terms of this MOU. The Oversight Committee shall meet at least once annually to fulfill its duties under this MOU.

M. Operations Committee. An Operations Committee is hereby established, comprised of one (1) representative from each participating jurisdiction who has technical knowledge of homeless and/or housing issues. The Operations Committee shall provide guidance on policy matters, regional collaboration efforts, and referral processes. The Operations Committee shall review statistical reports on a monthly basis and shall meet monthly to fulfill its duties under this MOU. The Operations Committee may make recommendations to the Oversight Committee regarding operational improvements, policy adjustments, and program effectiveness measures.

1. **Committee Representation.** Each participating jurisdiction shall designate its representatives to both the Oversight Committee and Operations Committee within thirty (30) days of executing this MOU. Jurisdictions may change their designated representatives upon written notice to all other Parties, provided that replacement representatives meet the qualifications set forth in this MOU.
2. **County Responsibilities.** In addition to producing and delivering the agenda to the City Parties and conducting meetings of the Committees, the County shall be tasked with the following:
 - a) Facilitate communication and discussion during Committee meetings.
 - b) Serve as public information officer related to actions of the Committees and matters related to the operation and management of the Facility.
 - c) Provide research as needed for the Committees.
 - d) Recommend policies for review or development, and ensure existing policies comply with all local, state and federal laws and guidelines by staying up to date with relevant laws and regulations.
 - e) Administer a grants program for management and operation of the Facility, report to the Committees on available grants, oversee application for state and federal grants, and retain, disburse or seek reimbursement of grant funds as applicable.

- f) Require the Facility vendor for operations and management to submit an annual budget and present the annual budget to the Oversight Committee for review and consideration.
- 3. **City Parties Responsibilities.** In addition to serving in an advisory role to the County, the City Parties shall be tasked with the following:
 - a) Review Operations Committee agenda materials and participate in meetings.
 - b) Provide policy recommendations and review current policies as recommended by the County.
 - c) Provide grant recommendations.
 - d) Review and consider the Facility vendor for operations and management's annual budget.
 - e) Serve as ambassadors to further the Facility's mission and vision.

VI. SCOPE OF SERVICES

The Facility will operate as a referral-only, low-barrier emergency shelter with comprehensive services designed to support individuals experiencing homelessness in stabilizing and transitioning to permanent housing. The Facility will be open 24 hours a day, 7 days a week, 365 days per year, and will include three core program components: Emergency Shelter Services, Recuperative Care Services, and Sobering Center Services.

A. Emergency Shelter Services

The Facility will provide congregate and non-congregate emergency shelter accommodations for unhoused individuals referred by participating jurisdictions. Services will include meals, hygiene and laundry facilities, intensive case management, housing navigation, access to public benefits, life skills development, transportation assistance, and coordination with the Coordinated Entry System (CES).

B. Recuperative Care Services

Recuperative care addresses the critical gap between hospital discharge and safe housing for homeless individuals who require continued medical recovery but do not need acute hospital-level care. The Facility shall operate as a recuperative care facility providing temporary residential accommodations, basic medical oversight, medication management, wound care, assistance with activities of daily living, case management, and care coordination. These services are designed for homeless individuals recovering from illness, injury, surgery, or other acute medical conditions who cannot safely recover in traditional shelter environments or on the streets, with the goal of supporting complete medical recovery and facilitating transition to appropriate long-term housing solutions.

C. Sobering Center Services

The Facility will include a monitored space for individuals under the influence of alcohol or other substances who do not require hospitalization. Services will include medical monitoring, crisis intervention, substance use disorder referrals, and coordination with law enforcement and emergency services.

D. Operations and Access Protocols

The Facility will not accept walk-ins. All guests must be referred by an approved entity. A bed reservation system will be maintained to manage referrals and ensure capacity coordination. Upon discharge—whether voluntary or involuntary—the Facility Operator will coordinate alternate housing placement or provide return transportation to the originating city, except in cases involving individuals deemed violent or dangerous, in which case coordination with appropriate agencies (e.g., law enforcement, behavioral health, probation/parole) will occur.

E. Commercial Kitchen and Support Services

The Facility will have a commercial kitchen capable of preparing up to 600 meals daily, accommodating dietary needs and complying with applicable food safety regulations. Guests will also have access to medical and behavioral health services, substance use disorder treatment referrals, discharge planning, aftercare coordination, and benefits enrollment. Services will be delivered in accordance with an Operations Plan developed by the County and the Facility Operator, reviewed by the Operations Committee, and approved by the host jurisdiction.

F. Compliance and Oversight

1. **Low Barrier.** The Facility shall operate as a low-barrier navigation center accessible to homeless individuals and families regardless of income, mental health status, or substance use disorders. The Facility shall accommodate residents' personal belongings, pets, and partners within operational capacity. Barriers to entry shall be minimal, and case managers will provide individualized assessments and service plans based on each person's needs and available resources to support housing stability.
2. **Facility Operations Parameters.** The Operations Plan shall establish the Facility as a coordinated entry navigation center with the following operational requirements:
 - a) **Admissions Process.** The Facility shall not accept walk-in admissions. All prospective residents must be referred through a participating jurisdiction, law enforcement or approved healthcare provider and transported by an agency, department, or organization that has been authorized by the County or a participating City Party to conduct outreach and make referrals to the Facility, before admission can occur.
 - b) **Resident Movement.** Residents may leave the premises for activities that support their housing stability and personal well-being, including but not limited to healthcare appointments, employment opportunities, educational programs, family reunification efforts, faith-related activities, and other case plan objectives, subject to coordination with Facility staff and available transportation arrangements. For school-age children at the Facility, the Facility Operator shall coordinate with the appropriate local education agency, in accordance with the federal McKinney-Vento Homeless Assistance Act, to ensure safe and reliable transportation to and from school and related educational activities.
 - c) **Discharge and Transport.** When a resident is discharged for non-compliance with facility requirements or voluntarily chooses to leave, the

Facility Operator shall coordinate an alternative housing placement if possible. If not available, the Facility Operator will arrange transportation back to the city of origin. Discharges of residents who are deemed violent or otherwise dangerous shall be coordinated with appropriate agencies including law enforcement, behavioral health services, and/or probation or parole officers as necessary for public safety.

- d) **Resident Agreement.** Prior to admission, all residents must acknowledge and agree in writing to Facility requirements and applicable provisions of the Operations Plan.
- e) **Plan Modifications.** The operational provisions required by this section may not be modified or deleted without advance written approval of all Parties. Notwithstanding the foregoing, the “No Walk-In / No Walk-Out” requirement described in Section VI.F.2(a) and the “Return to City of Origin” provision described in Section VI.F.2(c) are mandatory and shall not be amended, modified, or eliminated under any circumstances.

G. Referral Policies and Protocols. Each Party agrees to develop comprehensive policies and protocols for referral of unhoused persons for their respective jurisdiction to the Facility. Policies and protocols developed by the City Parties shall comply with referral standards established by the County, the Continuum of Care’s Coordinated Entry System (CES) and may be subject to review and approval by the Operations Committee.

- 1. **Bed Reservation System.** A bed reservation system shall be established and maintained to coordinate Facility capacity and ensure efficient placement of referred individuals and families. Referring entities must secure a bed reservation through the CES prior to transportation to the Facility. Access to the bed reservation system may also be granted to prior identified entities, as approved by the County and the Operations Committee, for the purpose of coordinating referrals and monitoring placement activity. Bed reservations shall be valid for a period not to exceed twenty-four (24) hours from the time of confirmation.
- 2. **Transportation Responsibility.** Transportation to the Facility shall be coordinated by the referring entity (which may include an approved outreach entity). The referring entity shall also coordinate arrival times with Facility staff and shall ensure timely delivery of referred persons within the bed reservation timeframe.
- 3. **Waivers and Documentation.** Waivers releasing and absolving the Parties of any and all liabilities shall be provided prior to admission to the Facility.

VII. RESPONSIBILITIES OF THE CITY PARTIES

- A.** The City Parties agree to a pro rata share of costs related to Facility management as detailed in Sections VII.C and VII.D.
- B. Bed Allocation Based on Investment Level.** Emergency bed allocations per investment level are as follows:

- 1. Two Hundred Thousand Dollars (\$200,000.00): five (5) beds

2. Two Hundred Fifty Thousand Dollars (\$250,000.00): seven (7) beds
 3. Three Hundred Thousand Dollars (\$300,000.00) and above: ten (10) beds
 4. The balance of general beds shall be equally allocated to the County and City of Fontana. The County beds will be utilized via referrals from County departments.
 5. Investments below Two Hundred Thousand Dollars (\$200,000) will not receive a bed allocation and will have access to unused beds if available.
 6. Additional bed capacity may be purchased by City Parties at a rate of one hundred twenty-five dollars (\$125.00) per bed, per night. Charges will be invoiced monthly by the Facility Operator and must be paid in full within thirty (30) days of receipt.
- C.** The contributions of the City Parties for the first year of the operation of the Facility, payable to the County on or before the Effective Date, shall total Three Million Dollars (\$3,000,000.00) and shall be allocated among the City Parties on the basis generally of the size and population of each City Party and the estimated unhoused population within each jurisdiction for the year prior to the Effective Date. The prorated payment allocations for the initial operational year shall be as follows:
1. Chino: Two Hundred Thousand Dollars (\$200,000.00)
 2. Chino Hills: Two Hundred Thousand Dollars (\$200,000.00)
 3. Fontana: One Million Dollars (\$1,000,000.00)
 4. Montclair: Two Hundred Fifty Thousand Dollars (\$250,000.00)
 5. Ontario: Two Hundred Fifty Thousand Dollars (\$250,000.00) annually for the first three (3) operational years
 6. Rancho Cucamonga: Three Hundred Thousand Dollars (\$300,000.00)
 7. Rialto: Two Hundred Fifty Thousand Dollars (\$250,000.00)
 8. Upland: Two Hundred Fifty Thousand Dollars (\$250,000.00)
 9. County: Four Hundred Seventy-Five Thousand Dollars (\$475,000.00)
- D.** For the City of Ontario, this contribution shall be fixed at \$250,000 per year for the first three (3) years of Facility operations. After the conclusion of the third year, Ontario shall have no further obligation to provide funding and shall not be entitled to refer or utilize the Facility thereafter, unless Ontario elects to extend the Agreement beyond three (3) years in accordance with Section III.A.
- E.** Prior to payment, City Parties shall identify the source of funds for payment to ensure the eligible use.
- F.** Thereafter, the contributions of the City Parties, payable to the County prior to each fiscal year in semi-annual amounts or an annual lump sum payment at the election of each City Party shall be adjusted in July of each fiscal year for the duration of this MOU by the value of the immediately preceding January Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario, not to exceed five percent (5%) annually. Following

the second (2nd) year of the operation of the Facility, the annual prorated payment allocations of each City Party for subsequent fiscal years shall be adjusted in accordance with the information provided by the most recent Point-in-Time Count, provided that the total annual contributions of all City Parties shall not be less than Three Million Dollars (\$3,000,000.00) per year. Agreed upon adjustments, if any, shall be based on good faith negotiations and written agreements between the Parties after review and audit of the actual usage by each Party and the actual cost of operation of the facility for the prior two-year period.

For purposes of this section, a "fiscal year" means the twelve-month period beginning July 1 and ending June 30 of the following year.

- G.** An annual evaluation of City Party cost allocations shall include a review of grant funds obtained for the Facility during the prior two-year period, and adjustments to City Party contributions shall reflect the impact of such grant funds. The annual evaluation shall also include a utilization review of Facility services by each City Party, and adjustments to contributions may be considered in light of actual usage levels.
- H.** In the event that the County secures state, federal, or private grant funding that reduces the net operating costs of the Facility, the Parties agree that the annual prorated payment allocations of the City Parties shall be reanalyzed in good faith and adjusted downward to reflect the reduced costs. Any such adjustments shall be applied proportionally based on each City Party's contribution level, unless otherwise agreed to in writing by all Parties.
- I.** Except as otherwise expressly provided in this MOU, the responsibilities of the City Parties, and each of them, shall be limited to the foregoing monetary contributions. The City Parties shall not be responsible for any of the costs and expenses associated with the establishment, management and operation of the Facility and the provision of services at the Facility in excess of the annual contribution amounts set forth in this Section VII. In addition, none of the City Parties shall be responsible for the provision of any services at the Facility.

VIII. PRINCIPAL REPRESENTATIVES AND NOTICE

- A.** City Manager or his/her designee is designated as the principal representative of the City of Chino for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- B.** City Manager or his/her designee is designated as the principal representative of the City of Chino Hills for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- C.** City Manager or his/her designee is designated as the principal representative of the City of Fontana for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- D.** City Manager or his/her designee is designated as the principal representative of the City of Montclair for purposes of communicating with said city on any matter associated with

the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

- E. City Manager or his/her designee is designated as the principal representative of the City of Ontario for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- F. City Manager or his/her designee is designated as the principal representative of the City of Rancho Cucamonga for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- G. City Manager or his/her designee is designated as the principal representative of the City of Rialto for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- H. City Manager or his/her designee is designated as the principal representative of the City of Upland for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.
- I. Chief Executive Officer (CEO) or his/her designee is designated as the principal representative of the County for purposes of communicating with the County on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties or any of them, in connection with this MOU.
- J. Any Party may designate another individual as its principal representative by giving written notice of such designation to the other Parties.
- K. Notice. All written notices shall also be sent to the City Clerk of the respective City Party or the Clerk of the Board of Supervisors for the County. Notice shall be deemed communicated two (2) County working days from the date of mailing.

IX. MISCELLANEOUS

- A. **Compliance with Laws.** The Parties agree to be bound by all applicable, federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this MOU.
- B. **Governing Law.** This MOU has been negotiated and executed in the State of California, and its validity and any of its terms or provisions, as well as the rights and duties of the Parties under the MOU, shall be governed by and construed under the laws of the State of California. This MOU is intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties, and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them.
- C. **Entire Agreement.** This MOU supersedes any and all prior or contemporary agreements, either oral or written, between the Parties or any of them with respect to the subject matter of this MOU. This MOU contains all of the covenants and agreements

between the Parties with respect to the subject matter of this MOU, and each Party hereto acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any Party, except those covenants and agreements in this MOU.

- D. Amendment.** No agreement, statement or promise with respect to the subject matter of this MOU which is not contained in this MOU shall not be valid or binding on any Party without a valid modification or amendment to this MOU in accordance with the approval of the governing bodies of each Party and pursuant to a written instrument signed by all Parties.
- E. Cooperation of the Parties.** The Parties shall cooperate fully in the execution of any other documents and the performance of any other actions required to effectuate and implement this MOU and its terms and intent.
- F. Venue.** In the event of any legal action, suit or proceeding to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- G. Assignment.** This MOU shall not be assigned by any Party without the prior written consent of all other Parties.
- H. Relationship of the Parties.** Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's employees or agents. Each Party shall retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services pursuant to this MOU.
- I. Severability.** If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this MOU and shall not affect, impair or invalidate any of the remaining provisions contained herein.
- J. Informal Dispute Resolution.** In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- K. Attorneys' Fees and Costs.** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- L. Review by Attorneys.** Each Party hereto has had its attorney(s) review this MOU. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this MOU based on such consultation.

- M. Authorization of Persons Executing MOU.** Each of the Parties to this MOU hereby represent that all necessary and appropriate actions of their governing bodies have been taken to make this MOU a binding obligation of the Parties hereto. The persons executing this MOU warrant that they are duly authorized to execute this MOU on behalf of and bind the Parties each purports to represent.
- N. Time is of the Essence.** Time is of the essence in the performance of the obligations under this MOU.
- O. Counterpart Execution.** This MOU may be executed in counterparts. Said counterparts shall together constitute one and the same MOU. This MOU shall have the same force and effect as if the original had been signed by all Parties.

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF CHINO

By:  _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 13220 Central Avenue
Chino, CA 91710

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF CHINO HILLS

By:  _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 14000 City Center Drive
Chino Hills, CA 91709

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF FONTANA

By:  _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 8353 Sierra Avenue _____
Fontana, CA 92335 _____

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF MONTCLAIR

By:  _____
(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 5111 Benito Street
Montclair, CA 91763

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF ONTARIO

By:  _____
(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 303 E B Street
Ontario, CA 91764

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF RANCHO CUCAMONGA

By:  _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 10500 Civic Center Drive
Rancho Cucamonga, CA 91730

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF RIALTO

By: 

(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 150 S Palm Avenue
Rialto, CA 92376

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF UPLAND

By:  _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 460 N Euclid Avenue _____
Upland, CA 91786 _____

Approved as to form: _____
(City Attorney)