



December 15, 2021

Board of Supervisors  
Kern County Administrative Center  
1115 Truxtun Avenue  
Bakersfield, CA 93301

**PROPOSED MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HOUSING AUTHORITY OF THE COUNTY OF KERN (HACK – PROJECT DEVELOPER AND PROPERTY MANAGER) TO DETERMINE ROLES AND RESPONSIBILITIES OF THE COUNTY, PROJECT DEVELOPER AND PROPERTY MANAGER FOR THE PROPOSED 6TH STREET APARTMENTS HOUSING PROJECT, AND THE PROVISION OF SUPPORTIVE SERVICES REQUIRED UNDER THE NO PLACE LIKE HOME PROGRAM (Fiscal Impact; None)**

Behavioral Health and Recovery Services (BHRS) requests your Board's approval of a Memorandum of Understanding (MOU) with the Housing Authority of the County of Kern (HACK – Project Developer and Property Manager) for the provision of supportive services for the 6<sup>th</sup> Street Apartments, a proposed No Place Like Home (NPLH) permanent supportive housing project. HACK is the primary provider of permanent supportive housing for the homeless population in Kern County.

On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home (NPLH) Program to dedicate \$2 billion in Mental Health Services Act (MHSA) I bond proceeds to invest in the development of permanent supportive housing for persons who are living with a severe mental illness (SMI), in need of mental health and/or substance use services and experiencing chronic homelessness, at risk or homeless. On November 6, 2018 Proposition 2 was approved by the voters to confirm the NPLH Program is an eligible use of MHSA funds.

The NPLH Program Guidelines, Section 203 requires that each application selected for funding to include a project-specific supportive services plan developed in partnership by the County, project developer and property manager. Supportive services include but are not limited to case management, peer support activities, mental health, and substance use. In addition, NPLH applications must include an MOU which identifies the roles and responsibilities of the County and its partners in the provision of supportive services for the NPLH project. The supportive services plan was developed in accordance with NPLH guidelines and describes the services to be made available to NPLH tenants in a manner which is voluntary, flexible, and individualized based on the Housing First approach.

BHRS and HACK intend to apply for the third round of NPLH funding for the 6<sup>th</sup> Street Apartments project. The deadline for submission of applications is January 19, 2021. In addition, staff is requesting authorization for the Director of KernBHRS or designee to modify this MOU through letter agreement signed by the parties, as necessary.

This MOU has been reviewed and approved as to form by County Counsel.



Therefore, IT IS RECOMMENDED that your Board approve the Memorandum of Understanding with the Housing Authority of the County of Kern to identify roles and responsibilities of the project developer and property manager for 6<sup>th</sup> Street Apartments, in the provision of supportive services required under the No Place Like Home Program, for all funding rounds and authorize the Chairman to sign.

Respectfully submitted,



Bill Walker, LMFT  
Director

cc:  
County Administrative Office  
County Counsel  
Auditor-Controller-County Clerk

**MEMORANDUM OF UNDERSTANDING**  
**KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES AND THE HOUSING**  
**AUTHORITY OF THE COUNTY OF KERN**  
**NO PLACE LIKE HOME ACT HOUSING SUPPORTIVE SERVICES PLAN FOR 6TH STREET**  
**APARTMENTS**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into on \_\_\_\_\_ by and between the County of Kern, a political subdivision of the State of California, as represented by its Kern Behavioral Health and Recovery Services Department (hereinafter "KernBHRS") and the Housing Authority of the County of Kern (hereinafter "HACK"), a public body, corporate and politic "Developer and Property Manager" established by the Kern County Board of Supervisors, whose principal place of business is located at 601 – 24<sup>th</sup> Street, Bakersfield, California.

**WITNESSETH:**

**WHEREAS:**

- On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home (NPLH) Program to dedicate \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are living with a severe mental illness (SMI) and are in need of mental health and/or substance use services and are experiencing chronic homelessness, or are at risk of chronic homelessness, or homelessness. The bonds are repaid by funding from the Mental Health Service Act (MHSA) Fund.
- On November 6, 2018 Proposition 2 was approved by the voters to confirm the NPLH Program is an eligible use of MHSA funds.
- Program funds shall be used to finance capital costs for multifamily rental housing, including shared housing and scattered-site housing. Eligible costs include, but are not limited to, acquisition, design, construction, rehabilitation, or preservation, and to capitalize operating subsidy reserves for NPLH funded units.
- The County of Kern (County) intends to apply to the California Department of Housing and Community Development (HCD) by partnering with a qualified housing developer on a per project basis who has a successful background in obtaining complex financing and completing affordable housing projects, including permanent supportive housing for homeless persons and persons with severe mental illness, within a specified time frame and defined scope of work.
- HACK has expressed its interest and willingness to partner with KernBHRS in the design and development of permanent supportive housing units throughout Kern County under the NPLH program. HACK is the Developer and Property Manager for the 6<sup>th</sup> Street Apartments project and will act as the representative of the Owner.

- HACK property management staff and KernBHRS staff and service providers agree to make participation in supportive services by NPLH tenants voluntary. Access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety.
- HACK is the primary provider of permanent supportive housing for the homeless population in Kern County, through partnership with several Bakersfield Kern Regional Homeless Collaborative (BKRHC) homeless supportive service providers and is a long-time, active member of the BKRHC, participates in its Homeless Management Information System (HMIS) and Coordinated Entry System (CES), Governing Board and several standing committees.
- The supportive services plan is based on Housing First, an evidenced based approach to solving homelessness by connecting individuals and families experiencing homelessness to housing without limits on length of stay as quickly as possible.
- The supportive services plan required under NPLH Guidelines, Section 203 describes the services to be made available to NPLH tenants in a manner which are voluntary, flexible and individualized, so NPLH tenants may continue to engage with supportive services providers, even as the intensity of services needed may change.
- The supportive services plan was developed by the County in partnership with the Project Sponsor, developer, supportive service providers, and the property manager.
- The supportive services plan will be submitted with each project specific application for funding.

NOW, THEREFORE, the parties mutually agree hereto as follows:

## **PURPOSE**

KernBHRS, in partnership with HACK, are preparing to apply to (HCD) for No Place Like Home Program, Round 3, capital loan funds to develop permanent supportive housing rental units throughout the County for people with a serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

The agencies enter into the Memorandum of Understanding (hereinafter "MOU") for the purpose of identifying the roles and responsibilities of the County, the project developer and the project manager in the provision of supportive services related to the No Place Like Home Program.

The following outlines the responsibilities of each agency in the provision of supportive services made available to NPLH tenants based on tenant need. Available mental health services shall be provided directly by the County or through a subcontracted lead service provider. The County or the County's lead service provider for the Project shall coordinate the provision of or referral to services needed by individual tenants, including but not limited to substance use treatment services, for a minimum of 20 years, as outlined in the supportive services plan.

### **I. KernBHRS and HACK Responsibilities:**

1. KernBHRS and HACK will make application for NPLH Housing Program, Round 3, development loan funds allocated to Kern County.
2. KernBHRS has or will cooperate with HACK in preparing the application for NPLH Housing Program, Round 3, funds for the 6<sup>th</sup> Street Apartments, including identifying and describing the level and type of services required at the 6<sup>th</sup> Street Apartments.
3. KernBHRS as the County's primary mental health and substance use service provider will commit to provide supportive services to NPLH tenants, and support and services to the 6<sup>th</sup> Street Apartments for the 20-year requisite period required under Section 203 of the NPLH Program Guidelines.
4. KernBHRS and its contractors will be the primary services provider for tenants of the 6<sup>th</sup> Street Apartments, to help tenants retain their housing, support recovery, and live independently.
5. KernBHRS will coordinate with HACK and a third-party service provider for the provision of a resident on-site service provider to provide services to the tenants at the 6<sup>th</sup> Street Apartments.
6. HACK shall cooperate with KernBHRS in providing available data needed for outcome reporting for the NPLH tenants.
7. HACK as the property manager for the 6<sup>th</sup> Street Apartments will utilize the county-wide CES System, a low barrier entry system that reaches out to and effectively screens in and prioritizes the most vulnerable, isolated homeless people for housing and housing services.
8. HACK and KernBHRS will adhere to the Housing First approach for 6<sup>th</sup> Street Apartments.
9. KernBHRS and HACK will ensure adequate space is provided for resident services.
10. HACK will apply for Project-Based rental assistance, if available, to subsidize the rent for NPLH tenants.

## **II. COMMUNICATIONS**

1. HACK, as developer of the 6<sup>TH</sup> Street Apartments, will communicate at least bi-monthly with KernBHRS on tasks performed and the status of housing developments during the development phase of the project.
2. HACK and KernBHRS will meet monthly and as needed to address referral, occupancy, property management, tenant-landlord, and service coordination issues.

## **III. TERM**

This MOU shall be effective as of the date set forth above and shall continue thereafter until the occurrence of the earliest of the following events:

1. Mutual agreement of the parties.
2. Termination of the NPLH Loan or the project.
3. Upon notice of any party, if the other party or parties shall fail to perform their obligations under this Agreement and such failure shall continue for a period of at least sixty (60) days after written notice thereof from the party claiming such default.
4. Failure to obtain NPLH, Round 3, funding through the end of the program.

#### **IV. NOTICES**

Notices to be given by one party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

#### **VI. MODIFICATIONS TO MOU**

This MOU may be modified in writing only, signed by the parties in interest at the time of this modification. During the term of the NPLH program, future applications will be submitted, and terms of the MOU apply and may be modified through written correspondence, letter agreement signed by the parties.

##### **1. NON-ASSIGNMENT AND SUBCONTRACTING**

Except to assign this agreement to the owner of 6<sup>th</sup> Street Apartments, HACK shall not assign, sublet, or transfer this agreement, or any part thereof.

##### **2. CONFLICT OF INTEREST**

The parties to this agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq., of the Government Code relating to conflict of interest of public officers and employees. HACK agrees that it is unaware of any financial or economic interest of any public officer or employee of the County relating to this agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this agreement, the County may immediately terminate this agreement by giving written notice thereof. HACK shall comply with the requirements of Government Code Section 87100, et seq., during the term of this agreement.

##### **3. IMMIGRATION REFORM AND CONTROL ACT**

HACK acknowledges that HACK, and all sub-developers hired by HACK to perform services under this MOU, are aware of and understand the Immigration Reform and Control Act ("IRCA")

of 1986, Public Law 99-603. HACK is and shall remain in compliance with IRCA and shall ensure that any sub-developer(s) hired by HACK to perform services under this agreement are in compliance with IRCA. In addition, HACK agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that HACK employees, or the employees of any sub-developer(s) hired by HACK, are not authorized to work in the United States for HACK or its subcontractor(s) and/or any other claims based upon alleged IRCA violations committed by HACK or HACK's sub-developer(s).

#### **4. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE**

The parties mutually agree to abide by all federal, state, and local laws including, but not limited to, all laws respecting employment discrimination. Each party further agrees to fully and faithfully perform all covenants and portions of this agreement, and to take no action that may be inimical to the other party's faithful performance hereof.

HACK shall provide services which incorporate the racial and ethnic values and beliefs of the client; and shall deliver such services in a manner which meets the client and his/her family's lifestyle whenever possible.

HACK shall have in place written policies regarding nondiscrimination on the basis of race, color, creed, etc., and shall include nondiscrimination and compliance provisions in all subcontracts. HACK and its sub-developers shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment.

#### **5. AUTHORITY TO BIND COUNTY**

It is understood that HACK, in HACK's performance of any and all duties under this MOU, except as otherwise provided in this MOU, has no authority to bind County to any agreements or undertakings.

#### **6. DISPUTE AND ISSUE RESOLUTION**

Should a dispute occur concerning HACK's performance or HACK's interpretation of specific terms of this MOU, HACK shall notify KernBHRS Special Projects Manager of this issue within thirty (30) days of its occurrence. Such notification shall include specific identification of the issue(s) under dispute, HACK's factual basis for the issue, HACK's proposed solutions, and the documentary support for the solutions.

#### **7. INDEMNIFICATION**

**A. Indemnification – HACK:** HACK shall indemnify County against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of HACK's performance of its duties under this MOU, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by,

or result from the negligent or intentional acts or omissions of HACK, its officers agent, or employees.

**B. Indemnification – County:** County shall indemnify HACK against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County's performance of its duties under this MOU, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent, or employee.

## **8. INSURANCE**

HACK, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of HACK's actions in connection with the performance of HACK's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

HACK shall not perform any work under this Agreement until HACK has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, HACK shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. HACK shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. HACK shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by HACK or County as an additional insured.

a. **Workers' Compensation and Employers Liability Insurance Requirement --** In the event HACK has employees who may perform any services pursuant to this Agreement, HACK shall submit written proof that HACK is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

HACK shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by HACK. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, HACK shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.



HACK shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) HACK shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of HACK's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. HACK shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, HACK, at HACK's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by HACK shall be maintained until the completion of all of HACK's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the

HACK shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by HACK in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. HACK shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

e. If HACK is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, HACK shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by HACK is equivalent to the above-required coverages.

f. All insurance afforded by HACK pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a HACK's personnel deliver or perform services for the County while on County property.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve HACK for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by HACK to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by HACK. County, at its sole option, may terminate this Agreement and obtain damages from HACK resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to HACK, County shall deduct from sums due to HACK any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to HACK pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, HACK agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve HACK of its obligation to obtain and maintain the insurance coverages required by this Agreement.

## **9. CHOICE OF LAW/VENUE**

The parties hereto agree that the provisions of this MOU will be construed pursuant to the laws of the State of California. This agreement has been entered into and is to be performed in the

County of Kern. Accordingly, the parties agree that the venue of any action relating to this agreement shall be in the County of Kern.

#### **10. NON-WAIVER**

No covenant or condition of this MOU can be waived except by the written consent of county. Forbearance or indulgence by county in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by HACK. County shall be entitled to invoke any remedy available to County under this agreement or by law or in equity despite said forbearance or indulgence.

#### **11. ENFORCEMENT OF REMEDIES**

No right or remedy herein conferred upon or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

#### **12. CAPTIONS AND INTERPRETATION**

- a. Paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this agreement.
- b. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this agreement shall be construed as if jointly prepared by the parties.

#### **13. TIME OF ESSENCE**

Time is hereby expressly declared to be of the essence of this MOU and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this agreement.

#### **14. COUNTERPARTS**

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

#### **15. NON-COLLUSION COVENANT**

HACK represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this MOU with County. HACK has not received from County any incentive or special payments, or considerations not related to the provision of services under this MOU.

#### **16. ENTIRE MOU**

This document, including all attachments hereto, contains the entire MOU between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties, respectively. No inducements, representations or promises have been made, other than those recited in this agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

#### **17. NEGATION OF PARTNERSHIP**

In the performance of all services under this MOU, HACK shall be, and acknowledges that HACK is, in fact and law, an independent entity and not an agent or employee of county. HACK has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this agreement. HACK retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting HACK in the provision of services under this agreement. With respect to HACK's employees, if any, HACK shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

#### **18. SEVERABILITY**

Should any part, term, portion or provision of this MOU be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

#### **19. TERMINATION**

Either party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination of this agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by HACK after the effective date of the termination, and HACK shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

#### **20. IMMEDIATE TERMINATION**

Notwithstanding the foregoing, County shall have the right to terminate this MOU effective immediately after giving written notice to HACK in the event County determines that HACK does not have the proper credentials, experience, or skill to perform the required services under this agreement; or in the event that continuation by HACK in the providing of services may result (i) in civil, criminal, or monetary penalties against county, (ii) in the breach of any federal or state or regulatory rule or regulation or condition of accreditation or certification, or (iii) the loss or

threatened loss of county's ability to participate in any federal or state health care program, including Medicare or Medi-Cal.

## **21. NOTICES**

Notices to be given by one party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES shall be addressed as follows:

Bill Walker, Director  
Kern Behavioral Health and Recovery Services  
P.O. Box 1000  
2001 28<sup>th</sup> Street  
Bakersfield, CA 93302-1000

Notice to HOUSING AUTHORITY OF THE COUNTY OF KERN shall be addressed as follows:

Stephen M. Pelz, Executive Director  
Housing Authority of the County of Kern  
601 24<sup>th</sup> Street  
Bakersfield, CA 93301-4150

## **22. SIGNATURE AUTHORITY**

Each party has full power and authority to enter into and perform under this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this agreement.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS TO WHICH**, each party to this agreement has signed this agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this agreement.

**APPROVED AS TO CONTENT:**  
Behavioral Health and Recovery Services

**COUNTY OF KERN**  
Board of Supervisors

By:   
Bill Walker, LMFT, Director

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**APPROVED AS TO FORM:**  
Office of the County Counsel

Housing Authority of the County of Kern

By: \_\_\_\_\_  
Gurujodha Khalsa, Chief Deputy

By:   
Stephen M. Pelz, Executive Director