

**ENCAMPMENT RESOLUTION FUNDING GRANT
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY OF GARDEN GROVE AND
THE COUNTY OF ORANGE**

This Memorandum of Understanding (MOU) is entered into as of _____, 2024, by and between the City of Garden Grove ("CITY"), a California municipal corporation, and the County of Orange ("COUNTY") by and through its County Executive Office, Office of Care Coordination. The CITY and COUNTY may be referred to individually as "Party" and collectively as "the Parties."

This MOU contains program content and purpose, along with specific guidelines, for the implementation and administration of the Encampment Resolution Funding Program to achieve sustainable outcomes for those experiencing homelessness at the encampment site at **Beach Boulevard and Trask Avenue** in the CITY.

The relationship between the CITY and COUNTY, with regard to this MOU, is based upon the following:

1. The Parties are Government agencies which will enter into this MOU to advance the interests of the Parties by collaboratively working to meet both agencies' objectives to promote public health and safety.
2. The CITY shall contribute ERF funding to COUNTY for the provision of outreach and case management services to individuals experiencing homelessness or at risk of homelessness in the CITY's identified encampment site.
3. The COUNTY will employ Care Coordinators to provide outreach and case management services for individuals experiencing homelessness or at risk of homelessness at **Beach Boulevard and Trask Avenue** and subsequently provide CITY with quarterly reports.
4. This MOU contains the procedural guidelines authorized by both the CITY's City Manager and COUNTY's Director of Care Coordination for their respective employees to follow in providing outreach and case management services at **Beach Boulevard and Trask Avenue**.

I. BACKGROUND

- A. The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code.
- B. The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") within the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to continuums of care and/or local jurisdictions for homeless outreach efforts.
- C. CITY has received funding under the Program and will contribute funds to support the services outlined in this MOU. The Parties agree to comply with the terms and conditions of the Program and grant terms.

II. PURPOSE

The purpose of this MOU is to establish the procedure for the CITY and COUNTY to provide outreach and case management services for individuals experiencing homelessness or at risk of homelessness at **Beach Boulevard and Trask** as outlined in CITY's Program application.

III. TERM

The term of this MOU ("Term of MOU") shall be effective on April 15, 2024, upon full execution by all Parties and remains in effect until one of the following conditions is met, whichever occurs first: 1) June 30, 2026, 2) the date when the CITY exhausts all its allocated funds, or 3) the effective date of termination under Section XII. The Parties shall cooperate fully in the execution of any documents and the completion of any additional actions required to finalize this MOU and to fully implement its terms and intent. The Parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to reporting and confidentiality.

IV. DEFINITIONS

- A. Agency: Means the California Business, Consumer Services, and Housing Agency.
- B. Care Coordinator: COUNTY employee, contractor or agent employed to provide Case Management and Outreach.
- C. Case Management: A process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
- D. Homeless:
1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, and previous housing was located in Orange County.
 2. An individual or family with a primary nighttime residence located in Orange County, that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or campground.
 3. An individual or family living in a supervised publicly or privately-operated shelter located in Orange County, designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.
 4. An individual who resided in a shelter or place not meant for human habitation, located in Orange County and who is exiting an institution where he or she temporarily resided located in Orange County.
 5. An individual or family who has no subsequent residence identified.
 6. An individual or family who lacks the resources or support networks needed to

obtain other permanent housing.

7. Unaccompanied youth and homeless Participants with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all of the following:
 - a. Have experienced a long-term period without living independently in permanent housing.
 - b. Have experienced persistent instability as measured by frequent moves over that long-term period.
 - c. Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.
- E. Outreach: The linkage of potential Participants to appropriate supportive services, which may include activities that involve educating the community about services offered and requirements for participation in programs.
- F. Participant: Individual or family enrolled and currently being served by Program funding.

V. POPULATION TO BE SERVED

Eligible Participants: Individuals experiencing unsheltered homelessness within the **Beach Boulevard and Trask Avenue** encampment site.

VI. SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

The COUNTY will dedicate three (3) full-time equivalent Care Coordinators to the identified encampment site at **Beach Boulevard and Trask Avenue** as follows.

1. COUNTY will dedicate one (1) full-time equivalent Care Coordinator Supervisor who will lead the Care Coordinator teams by guiding the case management philosophy, providing clinical and supervisory oversight for the program's staff, and serving as a representative of the program within the community. This includes staff training, contract and program reporting, and building partnerships with community resources in addition to providing direct client services to Participants. They will provide staff support and development through direct oversight and supervision, planning and scheduling on-going workload assignments and preparing schedules, and conducting weekly meetings and providing regular feedback and training as appropriate. The Care Coordinator Supervisor will also educate, network, and represent the program to local agencies, community stakeholders, local governments, and other organizations.
2. COUNTY will dedicate two (2) full-time equivalent Care Coordinators who will provide both outreach and engagement and case management services to quickly assess client needs, provide immediate interventions, and connect clients to appropriate services. They provide street-based case management services to clients in the community with the goal of linking them to long-term supportive services while the client

is experiencing unsheltered homelessness. When the client secures emergency, temporary or permanent housing, the care coordinator will continue to work with the client to ensure stability in their current housing situation and continue the process of linking them to long-term supportive services. This includes disability benefits advocacy, holistic care coordination, healthcare access, housing navigation and assistance, employment linkages and assistance, and other services. Care Coordinator will conduct intake and individualized needs assessment for all Participants and provide individualized support by assisting in the development of housing and services plans to address barriers, increase income and maintain permanent housing. They will assist with housing applications, complete supportive and subsidized housing paperwork, and/or work with rapid re-housing team housing specialists to survey rental market for affordable housing and identify appropriate permanent housing options for Participants.

VII. REPORTING REQUIREMENTS AND RECORD RETENTION

- A. Reports. COUNTY shall submit "Quarterly Reports" during the program year within twenty-one calendar days after the end of each quarter. The final quarterly report is due no later than July 21, 2026. The report must include sufficient information to assist the CITY in monitoring COUNTY's performance and CITY's reporting obligations to the Agency under the Program. COUNTY must demonstrate satisfactory performance prior to reimbursement for expenditures. The Quarterly Reports shall indicate the number of persons assisted, income and ethnicity of persons assisted, how/what assistance was provided, and a description of how and when determination of eligibility status was made for persons assisted. The Quarterly Reports shall further include a record of expenditures and cost of services rendered for the reported quarter on a cash basis.
- B. Record Retention. COUNTY shall retain all records pertaining to the services provided herein for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

VIII. BUDGET

CITY has agreed to disburse \$330,000 to COUNTY pursuant to this MOU. The Budget related to this MOU shall be used to fund three (3) full-time equivalent Care Coordinators/Supervisor dedicated to providing outreach at the **Beach Boulevard and Trask Avenue** encampment site for a two (2) year period per the staffing breakdown in following table:

				TOTAL
Administrative Cost			24	\$30,00
PERSONNEL COSTS	SALARY	FTE	MONTHS FUNDED	
Care Coordinator Supervisor	\$60,000	1	24	\$120,000
Care Coordinator	\$45,000	2	24	\$180,000
			Grand Total	\$330,000

IX. CONFIDENTIALITY

- A. The Parties shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable state and County codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this MOU, all members of each Party, including employees, consultants, subcontractors, volunteers and interns of the Parties shall agree, in writing, to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This MOU shall be effective irrespective of all subsequent resignations or terminations of each Party or their designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.
- C. As the Parties are public institutions, both agencies mutually understand and agree that documents are subject to the provisions of the California Public Records Act. In the event either Party receives a request to produce this MOU, or identify any term, condition, or aspect of this MOU, both entities agree to mutually notify one another no less than three (3) business days prior to releasing such information.

X. NOTICES

- A. All notices, requests, claims, correspondence, reports, statements authorized or required by this MOU, and/or other communications, may be communicated through email systems and/or via U.S. Mail to the following addresses:

CITY: City of Garden Grove
Attn.: Economic Development and Housing Director
11222 Acacia Pkwy.
Garden Grove, CA 92840

COUNTY: County of Orange
Attn.: Director of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701

- B. All notices shall be deemed effective when provided in writing, either through email or U.S. Mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XI. COLLABORATION

The Parties must effectively administer the Program activities and contribute to COUNTY's efforts to become a high performing community, which requires shortened lengths of homelessness, increased connections to services, and moving those experiencing unsheltered homelessness into appropriate shelter locations for their needs. The Parties will work together to prevent fraud, waste, and abuse and to document the impact of the Program and services under this MOU for beneficiaries.

XII. TERMINATION OF MOU

Either Party may terminate this MOU by providing a written notice to terminate 90 days prior to the effective date of termination.

XIII. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Parties represent and warrant that the person executing this MOU on behalf of and for their respective agency is an authorized agent who has actual authority to bind the agency to each and every term, condition and obligation of this MOU and that all requirements of the agency have been fulfilled to provide such actual authority.

XIV. GENERAL PROVISIONS

- A. Addenda. In the event there is a need to update this MOU such as to comply with the terms of the Program, but deadlines do not permit such, upon mutual agreement, addenda executed by the Parties will be appended to this MOU.
- B. Integration. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- C. Mutual Indemnity.
1. COUNTY shall be responsible for all damages to persons or property that occur as a result of COUNTY's or its officers, agents, employees, and/or servants fault or negligence in connection with COUNTY's services or obligations under this MOU. Further, COUNTY shall indemnify and save harmless the CITY, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of COUNTY, its officers, agents, employees, and/or servants in connection with COUNTY's obligations and services provided hereunder.
 2. CITY shall indemnify and save harmless COUNTY, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CITY, its officers, agents, employees, and/or servants in connection with CITY's obligations under this MOU.

In Witness Whereof, the agencies hereto agree to the provisions as outlined in this MOU.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

DocuSigned by:
Lisa Kim
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Lisa L. Kim
City of Garden Grove, City Manager

2/6/2024

Date

Doug Becht
County Executive Office, Office of Care Coordination

Date

Approved As To Form

DocuSigned by:
Chris Anderson
FD52599179CA41C...

LEON J. PAGE, COUNTY COUNSEL
Chris Anderson, Deputy

2/7/2024

Date