

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ANAHEIM AND
THE COUNTY OF ORANGE
FOR THE COLD WEATHER EMERGENCY SHELTER PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into as of January 23, 2024, by and between the City of Anaheim (“City”), a California charter city and 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 Cold Weather Emergency Shelter Program (“Program”) to achieve sustainable outcomes for those experiencing homelessness in the City of Anaheim during the Cold Weather months in Orange County.

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 County shall contribute funding to City for the provision of the Cold Weather Emergency Shelter Program to provide access to overnight emergency shelter beds, only during Cold Weather and Inclement Weather events as defined herein, to individuals experiencing homelessness in the City from February 1, 2024, to April 15, 2024. The Program will also facilitate linkages to Supportive Services, but the County funding will not be used for Support Services.
3. The City will contract with community-based and/or faith-based organizations for provision of overnight emergency shelter beds, only during Cold Weather and Inclement Weather events as defined herein, for individuals experiencing homelessness, and the City will subsequently provide County with reports as requested by County.
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 the Cold Weather Emergency Shelter Program.

I. BACKGROUND

- A. On August 16, 2023, the Commission to End Homelessness provided direction to the County’s Office of Care Coordination to send a letter to all 34 cities asking each city to provide options for a Cold Weather Emergency Shelter program in each city.
- B. On December 13, 2023, the Commission to End Homelessness directed the County’s Office of Care Coordination to further explore, negotiate and potentially implement plans for a Cold Weather Emergency Shelter Program with the City, and continue to explore other options as well.
- C. The Cold Weather Emergency Shelter Program will operate from February 1, 2024, to April 15, 2024, which are traditionally the cold months and when most Inclement Weather occurs in Orange County.

- D. City will receive up to \$137,500 in funding under the Cold Weather Emergency Shelter Program from County to support community-based and/or faith-based organizations with start-up costs and the purchase of equipment and related materials for the provision of up to fifty (50) emergency shelter beds throughout the City. City will contribute in-kind services to support the services outlined in this MOU. The Parties agree to comply with the terms and conditions of the Program and grant terms provided in this MOU.

II. PURPOSE

The purpose of this MOU is to establish the procedure for the City and County to provide a Cold Weather Emergency Shelter Program for individuals experiencing homelessness in the City from February 1, 2024, to April 15, 2024, in response to Inclement and Cold Weather events.

III. TERM

The term of this MOU ("Term of MOU") shall be effective upon full execution by all Parties and remains in effect until one of the following conditions is met, whichever occurs first: 1) May 16, 2024, or 2) the date when the CITY exhausts all its allocated funds from the County. 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 of MOU, including but not limited to, obligations with respect to reporting and confidentiality.

IV. DEFINITIONS

- A. Case Management is 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.
- B. Cold Weather is defined by overnight temperatures in the City at or below 45 degrees as forecasted by the National Weather Service. Colder-than-normal temperatures increase the risk of cold-related illnesses, especially for those who are more sensitive to extreme weather changes.
- C. Eligible Participants are defined as a person/household who is considered to be Homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2; and experiencing homelessness within the City boundaries.
- D. Emergency Shelter provides short-term places for people who are experiencing homelessness to stay temporarily, meet basic needs, such as food, safety, and hygiene, and be able to access supportive services.
- E. Homeless:
1. An individual or household who lacks a fixed, regular, and adequate nighttime residence.

2. An individual or household, with a primary nighttime residence 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 household 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.
 5. An individual or household who has no subsequent residence identified.
 6. An individual or household 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.
- F. Inclement Weather is defined by unsafe or undesirable weather conditions, such as storms, high wind, wind chill, severe thunderstorms, etc.
- G. Supportive Services are community-based services that support individuals and families to develop self-sufficiency and independence while on their journey to permanent and sustainable housing.
- H. Participant is an individual or family enrolled and currently being served by Program funding.

V. POPULATION TO BE SERVED

The City's Cold Weather Emergency Shelter Program shall serve Eligible Participants defined by Section IV.

VI. CITY RESPONSIBILITIES

City shall ensure the Program meets the criteria set forth in this MOU:

1. City agrees to provide Cold Weather Emergency Shelter services for as many nights as possible depending upon Cold Weather and/or Inclement Weather during the operating period of February 1, 2024, to April 15, 2024.
2. City agrees to provide respite services in alignment with the Outreach and Supportive Services and Shelter Pillar's best practices, guiding principles and commitments as detailed in the Homeless Service System Pillar Report.
3. The Cold Weather Emergency Shelter Program will provide a safe place to sleep, a light meal in the morning, access to restrooms and light case management and connections to supportive services.
4. Except as otherwise agreed upon by the Parties, City shall control the management and operation plan for the Program. City may contract with community-based and/or faith-based organizations for operation of the Program. City shall include in their referral process County as an approved referral agency for Eligible Participants to access the Program.
5. City shall work in partnership with County to be a "Good Neighbor". In being a "Good Neighbor", City shall inform the public about the positive aspects of the Program, be responsive to community concerns, and work closely with city/local governmental agencies to minimize the impact of the Program on the surrounding neighborhood.

VII. COUNTY RESPONSIBILITIES

1. County shall make the First Payment of \$30,000 to City for Program start-up costs ten (10) days from the Effective Date of this MOU.
2. After the First Payment, City shall submit invoices for actual costs to County for payment that are dated no earlier than the dates set forth in the MOU. County shall have net 30 days from the date of an approved invoice or the date the County receives an approved invoice, whichever is later, to make payment. City shall provide supporting documentation to County that identifies the reasonable costs.

VIII. REPORTING REQUIREMENTS AND RECORD RETENTION

- A. Reports. City shall submit a final report at the end of the operating period of February 1, 2024, to April 15, 2024, within thirty-one calendar days, which is May 16, 2024. The report must include a summary of the Cold Weather Emergency Shelter Program impacts, including number of nights operational, total number of persons served and lessons learned.
- B. Record Retention. City shall retain all records pertaining to the services provided herein for a minimum period of five (5) years after the termination of this MOU. 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.

IX. BUDGET

County has agreed to disburse a not to exceed amount of \$150,000 to the City pursuant to this MOU. The Budget related to this MOU, attached hereto as Exhibit A and incorporated herein by reference, shall be used to fund start-up costs, services and supplies as needed for the implementation of the Program. The County shall fund \$30,000 in start-up costs per Section VII (1), and the cost for supplies and program expenses for the Cold Weather Emergency Shelter Program with a not to exceed total amount of \$137,500.

X. 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.

XI. 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 Anaheim
Housing and Community Development
Attn.: Sandy Lozeau
201 S. Anaheim Blvd., 10th Floor
Anaheim, CA 92805

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.

XII. 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.

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.

James Vanderpool
City of Anaheim, City Manager

Date

Doug Becht
County Executive Office, Office of Care Coordination

Date

Approved As To Form

DocuSigned by:
Chris Anderson

LEON J. PAGE, COUNTY COUNSEL
Chris Anderson, Deputy

1/13/2024

Date

EXHIBIT A			
City of Anaheim - Proposed Budget			
Cold and Inclement Weather Shelter Bed Network Activation			
Administration	Role / Purpose	Description	Grand Total
Service Provider	Coordinator	Program administration. Coordinate with service providers	\$30,000.00
Administration Subtotal:			\$30,000.00
Supplies and Program Expenses			
Category	Description		
Beds	Beds, cots, linens, essential items necessary implement shelter etc.		\$20,000.00
Cleaning Supplies	Disinfectants, detergents, trash bags, etc.		\$10,000.00
Laundry	Laundering linens, blankets, clothes		\$10,000.00
Client Supplies	Small hygiene kits, feminine hygiene, clothing, blankets		\$10,000.00
Food	Food, snacks, water		\$20,000.00
Facilities	Utilities (trash, electric, gas, water, and phone)		\$7,500.00
Other Misc.	Unexpected cost, damage mitigation, etc.		\$30,000.00
Expenses Subtotal:			\$107,500.00
Project Total:			\$137,500.00
Start-up Costs			\$30,000
Remaining			\$107,500.00