

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES

This MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES (“MOU”) is made and entered into this ____ day of _____ (“Effective Date”) by and between the City of Murrieta, a municipal corporation (“Murrieta”) and the City of Wildomar, a municipal corporation (“Wildomar”). Murrieta and Wildomar may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Murrieta has developed a comprehensive Homeless Services Program that includes homeless outreach, case management, encampment clean up, and emergency sheltering services, designed to provide homeless programs and services within its city corporate boundaries.

B. Murrieta has entered into certain Agreements for such programs with Kingdom Causes, Inc. dba City Net, a California nonprofit corporation (“City Net”) for street outreach and case management services and God’s Fan Club dba Project Touch, a California nonprofit corporation (“Project Touch”) for emergency sheltering services.

C. Murrieta has served as a lead agency to develop a multi-jurisdictional collaborative named the Regional Homeless Alliance that focuses on addressing homeless programs and services on a regional basis through shared resources and programming.

D. The Parties desire to increase collaboration by utilizing shared services within these existing Agreements through this MOU.

AGREEMENT

1. Homeless Services

Concurrent with the Effective Date of this MOU, Murrieta hereby agrees to provide assistance to Wildomar in an effort to replicate its current Responsible Compassion homeless services program to increase regional collaboration and share homeless services program costs. During the term of this MOU, Murrieta will make services available under existing agreements with City Net and various other contractors for homeless street outreach and case management services, emergency sheltering services, encampment clean up services, and other services as described in Exhibit A. For the initial term of the agreement, street outreach services equivalent to 1.5 days per week will be provided to Wildomar along with case management services at the emergency shelter.

2. Term of MOU

The term of this MOU shall be for a period of six months from the Effective Date, unless terminated as provided herein. The term of this MOU may be extended by mutual agreement of the Parties. After the six month term, Parties will revisit compensation and scope of work to ensure it is equitable for Parties.

3. Compensation to Murrieta

Wildomar shall be responsible for reimbursing Murrieta for costs as described in Exhibit A. Murrieta will invoice for payment with detailed invoices for street outreach and case management, and emergency sheltering. Additionally, a ten percent (10%) administrative fee will be charged for services. Wildomar shall, within 30 days of receipt of invoice from Murrieta pay all charges thereon. The compensation for the services shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference and shall not exceed Twenty Thousand, Thirty-Nine dollars and Twenty-one cents (\$20,039.21) per month. Murrieta, in its sole discretion, will make available a portion of grant funds secured through a variety of means, including, but not limited to, Housing and Homeless Incentive Program, Department of Health and Human Services Substance Abuse and Mental Health Services Administration funds, and American Rescue Plan Act funds, to subsidize overall monthly costs. Grant funds will be applied to the monthly invoice. Murrieta does not guarantee the ongoing availability of any grant funds.

4. Indemnity

4.1 Neither Wildomar nor any officer or employee of Wildomar shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Murrieta shall fully indemnify, defend and hold Wildomar harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU.

4.2 Neither Murrieta nor any officer or employee of Murrieta shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Wildomar shall fully indemnify, defend and hold Murrieta harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU.

5. Termination

Either Party may terminate the whole or any part of this MOU at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective

date thereof, at least ten (10) days before the effective date of such termination. Upon termination, Wildomar shall be obligated to pay Murrieta for those Wildomar Services which have been rendered prior to the date. Upon termination, any data collected through street outreach, case management, or emergency sheltering services shall be turned over to Wildomar within a responsible timeframe. All personal property collected through homeless encampment clean ups shall be picked up by Wildomar, and Murrieta's liability for such personal property shall cease.

6. Notices

6.1 Written Notice. All written notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

Murrieta City of Murrieta
Attn: City Manager
Re: MOU for Homeless Services
1 Town Square
Murrieta, CA 92562

Wildomar City of Wildomar
Attn: City Manager
Re: MOU for Homeless Services
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595

7. Miscellaneous

7.1 Entire MOU; Amendments. This MOU constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendment to this MOU must be in writing and executed by both Parties.

7.2 Responsibility for additional agreements on behalf of Wildomar. Within forty-five (45) days following execution of this MOU, Wildomar shall enter into a separate agreement with Project Touch for emergency shelter services for a maximum of four beds, based upon the same rates as currently exists between Murrieta and Project Touch. Murrieta will invoice for such services. Additionally, should Wildomar desire to utilize Murrieta's existing agreements for encampment clean up services, Wildomar shall enter into agreements with those contractors. Services that are supervised by Murrieta employees will be invoiced by Murrieta, and the administrative fee will apply.

7.3 Responsibility for additional services on behalf of Wildomar. Wildomar shall establish dedicated funds for homeless diversion services. Such services include, but are not limited to, the cost of transportation of an individual back to family support away from

Wildomar. In most cases, this service will be completed through the lowest cost transportation available purchase of a bus ticket.

7.4 Responsibility for additional purchases on behalf of Wildomar. At a future, mutually agreed time, Wildomar shall purchase a storage container, commonly known as a Conex box, for the storage of personal property collected during homeless encampment clean ups within Wildomar. Storage container shall be located within the city limits of Wildomar, and Parties shall have access to such facility. Until this storage container is purchased, Parties agree to utilize the current storage container located at the Murrieta Public Works Yard.

7.5 Governing Law. This MOU shall be governed by the laws of the State of California without regard to choice of law rules.

7.6 Authority to Execute. Any individual executing this MOU on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of such Party, and this MOU is binding upon such Party in accordance with its terms.

7.7 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

7.8 No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this MOU by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

7.9 Force Majeure. With respect to any provisions of this MOU, the violation or non-compliance of any term of this MOU which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

7.10 Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7.11 Time is of the Essence. Time is of the essence with regard to the performance of all of Wildomar's and Murrieta's obligations under this MOU.

[SIGNATURES ON NEXT TWO (2) PAGES]

**WILDOMAR'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS
PROGRAMS AND SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF WILDOMAR, CALIFORNIA

By: _____
Daniel A. York, City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Jex, City Attorney

**MURRIETA'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS
PROGRAMS AND SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF MURRIETA, CALIFORNIA

By: _____
Kim Summers, City Manager

ATTEST:

By: _____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

By: _____
Tiffany Israel, City Attorney

EXHIBIT A

REGIONAL HOMELESS ALLIANCE Memorandum of Understanding for Collaborative Homeless Programs and Services between Cities of Murrieta and Wildomar

ASSUMPTIONS:	To increase regional homeless services collaboration and reach the goal of functional zero homelessness, Wildomar and Murrieta will consider expanding the existing Responsible Compassion homeless services program.
	Wildomar and Murrieta will enter into a short term, 6-month Memorandum of Understanding (MOU) for Wildomar to purchase the equivalent of 1.5 days of Murrieta's existing agreement with City Net for street outreach and case management services. As Murrieta considers expanding the terms of its existing agreements for services, a longer termed MOU will be considered if mutually agreeable.
	Wildomar recognizes that Murrieta's agreements with service providers Project Touch and City Net will be renegotiated in the near future from monthly agreements to annual. Costs may increase according to standard CPI adjustments.
	Regular status meetings will be scheduled.
SCOPE OF SERVICES:	During the term of this MOU, the City of Murrieta will coordinate the following services on behalf of the City of Wildomar: street outreach and case management services, emergency sheltering services, encampment clean up services, diversion services, and other services with the goal of functional zero homelessness between the two cities. Functional zero homelessness is defined as all services leading to a bed available for any individual desiring to reach housing sustainability.
Murrieta Commits to:	
Administering and coordinating all homeless services with assistance from Wildomar staff. All protocols for street outreach, case management, encampment clean up, and other processes will be shared and replicated.	Wildomar Commits to:
	Entering into a separate agreement with Project Touch for sheltering services utilizing Murrieta's existing agreement and funding structure.
Ensure data entry (including HMIS) and creation of by-name list.	A good faith effort to site an emergency, transitional, or other type of homeless shelter specific to the Wildomar community in the future.
Murrieta to provide a social media campaign through Responsible Compassion Facebook page.	Purchase and select a site for a storage/conex box for clean up and storage of personal items located at encampments
Murrieta may serve, if delegated authority, to represent Wildomar on Riverside County's Continuum of Care.	Communicating with the Riverside County Sheriff's Department its commitment to the Responsible Compassion homeless services framework.
Murrieta will begin researching new grant opportunities as a collaboration.	Duplicating Murrieta's 602-No Trespass protocols and processes.
Approximate Murrieta staff time: Management Analyst @ 16 hrs per month; Director of Community Services @ 4 hrs per month.	Wildomar to piggyback on Murrieta's existing encampment clean up agreements and allocate a sufficient annual budget for these services.
	Wildomar to establish a homeless diversion program (ie., transportation)

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COSTS	TOTAL APPROXIMATE COST		NOTES
<u>Street Outreach & Case Management</u>			
Murrieta's monthly costs for City Net - Total services	\$32,632.34	Per month	
Divided by 30 days in typical month	\$1,087.74	Per day	
Multiplied by 1.5 days	\$1,631.62	Per week - Wildomar's commitment	
Total Wildomar responsibility per month	\$6,526.47	Per month - maximum Wildomar's commitment	
<u>Sheltering</u>			
Assumption: \$50/night per bed	\$6,000.00	Cap of 4 beds per night	
Assumption: \$20/day food	\$2,400.00	Cap of 4 individuals per day	
Share of utilities	\$285.00	1/4 of utilities - monthly	
Total Wildomar responsibility per month	\$8,685.00	Per month - maximum Wildomar's commitment	
Total Maximum Share	\$15,211.47	Monthly	
Murrieta Staff	\$3,306.60	Monthly	
Murrieta Administrative fee	\$1,521.15	10%	
OVERALL MAX. WILDOMAR SHARE	\$20,039.21	Month	ANNUAL TOTAL: \$240,470.58
Administrative Fee:	Assuming 10% overall cost		
	602 No trespassing processes		
	Finance billing, Murrieta's attorney costs, administering bus diversion program, City vehicles, gas, risk management.		
	Does not include: Wildomar's internal costs (ie., attorney, public safety, billing, etc.)		