



MOU MEMORANDUM OF UNDERSTANDING

Parties

This Memorandum of Understanding (MOU) is made between the County of San Diego ("County") by and through its Health and Human Services Agency ("HHSA") and Cities of El Cajon, La Mesa, Lemon Grove, and Santee (collectively, the "Cities"). The parties to this MOU may be referred to herein collectively as the "Parties" or individually as a "Party".

Recitals

WHEREAS, the County provides a broad range of health and social services to its clients promoting wellness, self-sufficiency, and a better quality of life for all individuals and families in San Diego County.

WHEREAS, the Cities provide a range of local government services to residents within their jurisdictions.

WHEREAS, the Parties of this MOU desire to increase access to low-barrier emergency housing and facilities, and permanent housing solutions for people experiencing homelessness within the municipal boundaries of the Cities and/or unincorporated areas of the County.

WHEREAS, the Parties of this MOU desire to establish a shared network of housing solutions for people experiencing homelessness through mutual collaborative efforts; and

WHEREAS, the Parties of this MOU desire to memorialize their understanding of each Party's conduct in working toward such solutions and, where appropriate, enter into MOUs for the responsibility for the operation, maintenance, capital improvement, and ongoing services of multiple low-barrier emergency housing and facilities locations, permanent housing and/or permanent supportive housing within the municipal boundaries of El Cajon, La Mesa, Lemon Grove, and Santee and unincorporated areas of East San Diego County.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.
2. **Administration of MOU:**
 - 2.1. Each party identifies the following individual to serve as the authorized administrative representative for that Party.

<u>County of San Diego</u>	<u>City of El Cajon</u>
Barbara Jiménez Community Operations Officer Health and Human Services Agency, Department of Homeless Solutions and Equitable Communities (HSEC) 1255 Imperial Ave, San Diego, CA 92101 Phone (619) 338-2722; Fax (619) 338-2967 Barbara.Jimenez@sdcounty.ca.gov	GRAHAM MITCHELL City Manager 200 Civic Center Way El Cajon, CA 92020 (619) 441-1716 GMitchell@elcajon.gov



<p><u>City of La Mesa</u> GREG HUMORA City Manager 8130 Allison Ave La Mesa, CA 91942 (619) 463-6611 GHumora@cityoflamesa.us</p>	<p><u>City of Lemon Grove</u> LYDIA ROMERO City Manager 3232 Main St Lemon Grove, CA 91945 (619) 825-3800 lromero@lemongrove.ca.gov</p>
	<p><u>City of Santee</u> MARLENE BEST City Manager 1601 Magnolia Ave Santee, CA 92071 (619) 258-4100 mbest@cityofsanteeca.gov</p>

2.2. Any Party may change its administrative representative at any time by notifying the other Parties in writing of such change. Any such change shall become effective upon receipt of such notice by the other Parties in this MOU.

3. **Program Service Delivery Elements:** All programs shall embrace the following practices:

- 3.1. The Parties of this MOU agree that it is beneficial for all of them to pursue efforts that align with Housing First principles as defined by California Welfare and Institutions Code Section 8255.
- 3.2. To be most effective, the programs should participate in and utilize the 2-1-1 database and Community Information Exchange ("CIE"), which is a multidisciplinary network of community-based organizations that provide information to individuals in need regardless of their current homeless status to help prevent new or recurring homeless experiences, to the maximum extent possible that aligns with a program's objectives and services and is appropriate for the model of service delivery.
- 3.3. The Parties of this MOU recognize the importance of collaborating with each other and the Regional Task Force on the Homeless ("RTFH"), to be advised of performance standards and requirements, including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.
- 3.4. The Parties of this MOU understand that as a part of their collective efforts it is important for each of them to participate in the RTFH's Homeless Management Information System ("HMIS") and Coordinated Entry System ("CES"), or successor system(s) of HMIS or CES, for the purpose of enabling emergency housing and facilities provider(s) to find permanent housing options for individuals experiencing homelessness and will coordinate when applicable with their contractors.
- 3.5. The Parties of this MOU recognize that each Party prefers non-congregate emergency housing and facilities that provides individuals or families with their own personal space, at the discretion of the individual Party. Potential sites identified for non-congregate emergency housing and facilities should be supported by all Parties.
- 3.6. The Parties of this MOU acknowledge that successfully establishing and operating appropriate emergency housing and facilities services is a multi-faceted endeavor that requires varied involvement by different entities, depending on the location of such emergency housing and facilities. The Parties of this MOU recognize that:



- 3.6.1. A Party of this MOU where facilities are proposed to be located ("Host Jurisdiction") should support priority efforts to seek all necessary land use approvals for the authority to locate appropriate emergency housing and facilities within its jurisdictional boundaries through its staff and permit and approval processes.
- 3.6.2. The Host Jurisdiction should, as part of its efforts in this MOU, work with Parties of this MOU to determine the appropriate number of emergency housing and facilities beds, rooms, or other units based on the needs of the Host Jurisdiction, other Parties of this MOU, and other local constraints specific to the Host Jurisdiction.
- 3.6.3. The Host Jurisdiction should use best efforts to lead all community outreach, process of any necessary amendments or revisions to local ordinances, and the identification of sites within its jurisdictional boundaries.
- 3.7. The Parties of this MOU understand that it is important that each of them works together to identify resources provided by federal, state, and local resources for the initial acquisition, rehabilitation, construction, and/or ongoing operations and maintenance of the emergency housing and facilities, interim or permanent housing, and/or permanent supportive housing, as well as any applicable community engagement or public process needs.
- 3.8. The Parties of this MOU will work collaboratively to determine which entity based on funding sources and identified roles shall identify and procure provider(s) for the purposes of supporting programs, including property management, operations, and behavioral health support services, especially where their individual strengths in programs and experiences can benefit any one or all of the Parties of this MOU.
- 3.9. The Parties of this MOU are expected to monitor programmatic outcomes of their respective contractors to ensure compliance with the U.S. Department of Housing and Urban Development ("HUD") regulations, statutes, guidelines, best practices and other relevant state and local requirements to ensure program integrity and continuous quality improvement.
- 3.10. The Parties of this MOU each recognize that they should seek broad options for permanent and permanent supportive housing opportunities including but not limited to making surplus property available in compliance with state laws; streamlining processes for zoning, land use and/or General Plan Amendments (GPAs) when possible; whenever possible, explore expediting environmental review processes; and reducing other barriers which may limit housing opportunities.
- 3.11. The Parties of this MOU intend to collaborate to identify housing which may have expiring long-term covenants.
- 3.12. The Parties of this MOU commit to work together to increase outreach and community engagement in each respective jurisdiction whenever possible.
- 3.13. **Schedule A** is attached hereto and made a part of this MOU, as it outlines the specific commitments of the Parties of this MOU.
- 3.14. All Parties shall provide outcome reports as agreed upon or as appropriate



4. **Insurance:** Each Party shall obtain at their own cost and expense and keep in force and effect during the term of this MOU, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of that Party. Minimum policy limits maintained by the Parties shall in no way limit the Party's indemnification obligations to the County.
5. **Conformance with Rules and Regulations:** All Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** The Parties each certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other Parties, all approvals, permissions, permits, licenses, and other forms of documentation required for them and their employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each Party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This MOU is intended solely for the benefit of the Parties listed herein. Any benefit to any third party is incidental and does not confer on any third party any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third parties is specifically prohibited.
9. **Amendments to MOU:** Any Party may propose amendments to this MOU by providing written notice of such amendments to the other party. This MOU may only be amended by a written amendment signed by all Parties.
10. **Severability:** If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.
11. **Full MOU:** This MOU represents the full and entire MOU between the parties and supersedes any prior written or oral MOUs that may have existed.
12. **Scope of MOU:** This MOU only applies to the program described herein and does not set forth any additional, current, or future obligations or MOUs between the parties, except that the parties may by written amendment amend the scope of this MOU. Nothing herein contained shall be interpreted as a commitment or obligation on the part of a Party; each of the Parties of this MOU understand that this MOU makes no binding obligations to perform any of the programs where funding has not been approved by its legislative body, and that none of the Parties of this MOU can commit to legislative actions in the performance of its collaborative efforts described in this MOU.



13. **Information Privacy and Security Provisions:** The Parties of this MOU agree to follow all federal, state, and local laws related to privacy of protected information and security of data, and to keep individual(s) information confidential, in the performance of any programs undertaken in collaboration with one or all of the Parties.
14. **Counterparts:** This MOU may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
15. **Term:** This MOU shall become effective on the date all parties have signed this MOU and be in force for a maximum of five (5) years from last signature date below. This MOU should be used to support and provide interpretation in any resulting contracts or MOUs among the Parties of this MOU, which contracts and MOUs will take effect only upon express written approval signed by all Parties.
16. **Termination for Convenience:** Any Party to this MOU may, by written notice stating the extent and effective date, terminate this MOU for convenience in whole or in part, at any time.

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IN WITNESS WHEREOF, this MOU is entered into by the Parties, by and through the signature of the parties' authorized representative(s), all as set forth below.

County of San Diego

Dated: _____

By: _____
NICK MACCHIONE, FACHE, Agency Director
Health and Human Services Agency

City of El Cajon

Dated: _____

By: _____
GRAHAM MITCHELL, City Manager

City of La Mesa

Dated: _____

By: _____
GREG HUMORA, City Manager

City of Lemon Grove

Dated: _____

By: _____
LYDIA ROMERO, City Manager

City of Santee

Dated: _____

By: _____
MARLENE BEST, City Manager

ATTACHMENT: Schedule A, Specific Objectives of MOU Parties



Schedule A

Specific Objectives of MOA Parties City of El Cajon, City of La Mesa, City of Santee, City of Lemon Grove, and the County of San Diego

Through the MOU, the Parties have established goals and objectives that include guidelines to collectively work together to secure low barrier, housing-placement focused emergency housing and facilities, and associated supportive services for people experiencing homelessness within the Parties' jurisdictions. These goals and objectives may include the development of low-barrier emergency housing and facilities, transitional/interim housing, permanent housing, permanent supportive housing and such other housing and services as identified by the Parties, as well as coordination of data gathering and street outreach efforts.

1. The Parties agree, as indicated according to jurisdiction, to the following initial Phase I objectives through the MOU:

- 1.1 All Parties desire to support the siting of low barrier emergency housing and facilities within each jurisdiction (i.e., be a "Host Jurisdiction") to be reserved for people experiencing homelessness within their jurisdictions.
- 1.2 Support the development of Requests for Proposals to solicit suitable providers(s) or operator(s) of low barrier emergency housing and facilities, and to identify staff who will review proposals and participate on a Source Selection Committee for the selection of such emergency housing and facilities provider(s) or operator(s). It is anticipated that one or more operator(s) will be selected through open and competitive process and that all Parties will consider the contribution of resources as outlined in specific program MOUs among the participating Parties. Nothing in this MOU and these objectives shall prevent any of the Parties, together or individually, from seeking to establish facilities or housing to address needs within one or more Host Jurisdiction.
- 1.3 The development and siting of low barrier emergency housing and facilities, transitional housing, bridge housing, permanent housing and permanent supportive housing should be, to the greatest extent permissible by applicable laws, reserved for individuals experiencing homelessness within the respective jurisdictions of the Parties. Each Host Jurisdiction shall retain the right to reserve emergency or other homeless facilities, subject to applicable laws, within its municipal boundaries.
- 1.4 To participate in ongoing data coordination efforts, including but not limited to developing and identifying legally appropriate modifications to single or multi-party authorizations for release of information; coordinating submittal of data to the County of San Diego on a frequency to be determined by the Parties; and to allow or permit the public sharing of de-identified data regarding the coordinated information in such fashion; all as shall be reasonably calculated to communicate with members of the public and elected and appointed decision-makers within the Parties' respective jurisdictions.

2. City of La Mesa Objectives:

- 2.1 To identify potential locations within the municipal boundaries of the City of La Mesa for the siting of low barrier emergency housing and facilities, either as a single building, individual rooms or units, or other suitable emergency housing and facilities for associated on site services. Site approval, along with any required entitlement actions, shall be subject to the final approval or concurrence of the La Mesa City Council.



- 2.2 To seek the establishment of permanent and permanent supportive housing within the municipal boundaries of the City of La Mesa in sufficient number to house persons identified as experiencing unsheltered or sheltered homelessness within the city of La Mesa.
 - 2.3 Project the needs of low barrier emergency housing and facilities according to the data available for this jurisdiction.
3. City of El Cajon Objectives:
- 3.1 To identify potential locations within the municipal boundaries of the City of El Cajon for the siting of low barrier emergency housing and facilities, either as a single building, individual rooms or units, or other suitable emergency housing and facilities for associated on site services. Site approval, along with any required entitlement actions, shall be subject to the final approval or concurrence of the El Cajon City Council.
 - 3.2 To seek the establishment of permanent and permanent supportive housing within the municipal boundaries of the City of El Cajon in sufficient number to house persons identified as experiencing unsheltered or sheltered homelessness within the city of El Cajon.
 - 3.3 Project the needs of low barrier emergency housing and facilities according to the data available for this jurisdiction.
4. City of Santee Objectives:
- 4.1 To identify potential locations within the municipal boundaries of the City of Santee for the siting of low barrier emergency housing and facilities, either as a single building, individual rooms or units, or other suitable emergency housing and facilities for associated on site services. Site approval, along with any required entitlement actions, shall be subject to the final approval or concurrence of the Santee City Council.
 - 4.2 To seek the establishment of permanent and permanent supportive housing within the municipal boundaries of the City of Santee in sufficient number to house persons identified as experiencing unsheltered or sheltered homelessness within the city of Santee.
 - 4.3 Project the needs of low barrier emergency housing and facilities according to the data available for this jurisdiction.
5. City of Lemon Grove Objectives:
- 5.1 To identify potential locations within the municipal boundaries of the City of Lemon Grove for the siting of low barrier emergency housing and facilities, either as a single building, individual rooms or units, or other suitable emergency housing and facilities for associated onsite services. Site approval, along with any required entitlement actions, shall be subject to the final approval or concurrence of the Lemon Grove City Council.
 - 5.2 To seek the establishment of permanent and non-permanent supportive housing within the municipal boundaries of the City of Lemon Grove in sufficient number to house persons identified as experiencing unsheltered and sheltered homelessness within the city of Lemon Grove.
 - 5.3 Project the needs of low barrier emergency housing and facilities according to the data available for this jurisdiction.



6. County of San Diego Objectives:

- 6.1 To identify locations within the unincorporated areas of the County of San Diego for the siting of low barrier emergency housing and facilities, either as a single building, individual rooms or units, or other suitable emergency housing and facilities for associated on site services and to site such emergency housing and facilities in the unincorporated area covered by this MOU in the East County communities of the County of San Diego. Site approval, along with any required entitlement actions, shall be subject to the final approval or concurrence of the County of San Diego Board of Supervisors.
- 6.2 To coordinate with other Parties on determining the equitable financial share of RFP contributions based on formula of persons experiencing homelessness in each jurisdiction, availability of external state/federal resources, and other non-monetary contributions.
- 6.3 To continue to collaborate on homeless outreach and social work street outreach services by engaging, connecting, and referring persons experiencing homelessness in the Cities' jurisdictions for the purpose of providing assessment, support, and housing appropriate for the individual's needs.
- 6.4 To work collaboratively with jurisdictions of the Cities upon identification of need for behavioral health services within the participating jurisdictions to maximize efficient availability of, and connection to, appropriate services for people experiencing homelessness.
- 6.5 To seek the establishment of permanent and permanent supportive housing within the unincorporated areas of the County of San Diego in sufficient number to house persons identified as experiencing unsheltered homelessness within the Cities' jurisdictions.
- 6.6 Project the needs of low barrier emergency housing and facilities according to the data available for the jurisdictions of the Cities.
- 6.7 Administer federal, state, and local funded housing programs that are awarded to the County, throughout the region as dictated by each funding source in a manner consistent with the MOU.
- 6.8 As funding is available, solicit proposals from qualified housing developers for the creation of affordable housing, permanent housing, and permanent supportive housing in a manner consistent with the MOU.
- 6.9 In accordance with applicable state laws, consider making surplus property in the unincorporated area available for the production of low barrier emergency housing and facilities, and in accordance with applicable laws and ordinances, consider means to streamline processes for zoning and or General Plan Amendment(s) when possible.

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