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City of South Gate Item No. 21
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:55am

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH HELPLINE YOUTH COUNSELING FOR A HOMELESS FUDNING GRANT

PURPOSE: To approve a Memorandum of Understanding with Helpline Youth Counseling, Inc., (HYC) for the purpose of submitting an application to the Los Angeles Homeless Services Authority (LAHSA) to establish an access point in South Gate.

RECOMMEND ACTIONS:

- a. Approve Memorandum of Understanding (MOU) with Helpline Youth Counseling, Inc. (HYC) for submittal of an application to Los Angeles Homeless Services Authority (LAHSA) for a \$75,000 homeless funding grant to assist homeless individuals over a three year period; and
- b. Authorize the Mayor to execute the MOU in a form acceptable to the City Attorney.

Handwritten initials

FISCAL IMPACT: The City will provide an office and basic furniture for a HYC manager. The cost for utilities, which will be borne by the City, is expected to be negligible.

ALIGNMENT WITH COUNCIL GOALS: This grant and MOU, will support the City's goal of continue creating strong and sustainable neighborhoods by assisting residents with emergency service referrals, and by conducting diversion and rapid resolution for adults who are homeless or at risk of becoming homeless.

ANALYSIS: HYC is applying for a LAHSA grant to establish an "Access Point" in South Gate designed to connect homeless with various supportive services, including temporary and/or permanent housing. The grant would provide \$75,000 each year over a three-year period and would fund a full-time HYC manager.

HYC is requesting that the City partner with HYC by providing a dedicated office for Access Point program services at no cost to HYC. The concept of Access Points is a new one and, therefore, there is no nearby local government that provides this direct service.

Helpline Youth Counseling and Proposed Access Point Services

HYC is a nonprofit public benefit organization that the City has worked closely with and supported with funding over the years to provide services directly benefitting South Gate residents. In fiscal year 2017/18, HYC served approximately 450 homeless individuals in Local Coordinating Area 1 of SPA 7. HYC's target communities are South Gate, Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and Unincorporated East Los

Angeles. One hundred nine (109) of the homeless individuals (approximately 25%) that HYC served were from South Gate.

The Access Point proposed by HYC would be accessible Monday through Friday, from 8 a.m. to 5 p.m. and open to all eligible populations. The population served would be transitional age youth (ages 18-24) and single adults (ages 18 and over). The Access Point would be staffed by a full-time, dedicated outreach/case manager provided by HYC. The purpose of this manager would be to ensure that a greater number of homeless individuals in South Gate will achieve a positive outcome of moving from the streets to interim and/or permanent housing. The program would offer the opportunity for those at immediate risk of homelessness to receive access to resources that will sustain them in housing.

The following is a list of services that would be provided by HYC at the proposed Access Point:

- a) Services offered on-site for walk-ins and phone calls.
- b) Conduct initial CES triage/screening/assessment of all homeless adults 18 and over receiving Access Point program services utilizing population-appropriate CES packets.
- c) Conduct diversion and rapid resolution for adults 18 and over who are homeless or at risk of homelessness receiving Access Point program services.
- d) Emergency Services referrals.
- e) Warm handoff referrals ensuring that service is available for the client.
- f) Directly link homeless adults 18 and over to HYC's CES services including case management, housing navigation, and rapid re-housing services.
- g) Make entries into the Los Angeles Continuum of Care Homeless Management Information System.
- h) May accompany outreach teams when needed to provide Access Point program services to adults 18 and over who cannot visit office.

Location and Challenges for Proposed Access Point

HYC, as part of its application for grant funding, requested that the City provide HYC an office for Access Point program services at no cost. The Access Point manager would operate from this office with a phone and computer provided by HYC. The Access Point office would be solely dedicated for Access Point services in order to preserve the privacy and confidentiality of those meeting with the Access Point manager.

A number of facilities within the City have been identified for an Access Point, however, various issues and challenges exist for each site. These challenges include the displacement of existing City programs, the possibility of attracting new or additional homeless individuals that would impact the users of facilities, and the potential of homeless congregating near or around facilities. Although HYC is aware of these issues and has expressed their intent to discourage homeless from congregating near the Access Point, these issues remain a concern.

Due to these challenges, a specific facility is not identified in the proposed MOU. Rather, the proposed MOU includes a provision that the City and HYC will work together to identify a mutually agreed upon facility. If the City Council approves the MOU, a facility will be selected that minimizes the impact to the public, while meeting the operational needs of HYC.

BACKGROUND: LAHSA recently released a Requests for Proposals (RFPs) to fund Access Centers for Adults and Youth and Access Points for all populations who are experiencing homelessness within Los Angeles County. "Access Points" are sites of engagement where

persons experiencing a housing crisis can gain initial access to the Los Angeles County Coordinated Entry System (CES). The Coordinated Entry System is a regionally based system that connects new and existing programs into a "no-wrong-door network" by assessing the needs of families experiencing homelessness and linking them with appropriate housing opportunities throughout Los Angeles County to end their homelessness.

The Access Point Program is a triage-style program service that would provide homeless individuals initial Coordinated Entry System (CES) screening; warm hand-off emergency service referrals, and diversion/problem solving to assist them in moving off the streets. Initial screening for all prospective participants would include an eligibility screen, basic information gathering, and a Danger Assessment for persons fleeing domestic violence. Additionally, homeless individuals would receive a direct referral and transportation, if needed to the SPA 7 Access Center, once funded.

The proposed MOU confirms that the City intends to support and collaborate with HYC for the Access Point program in response to the RFP issued by LAHSA.

ATTACHMENT: Proposed Memorandum of Understanding



City of South Gate

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LETTER OF SUPPORT AND MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND HELPLINE YOUTH COUNSELING, INC.

I. AGREEMENT PARTIES:

This Memorandum of Understanding (“MOU”) is made by and between the City of South Gate, a California municipal corporation, and Helpline Youth Counseling, Inc., a California nonprofit public benefit corporation (hereinafter HYC). The City of South Gate and HYC are hereinafter each referred to as a “Party” or, collectively, as the “Parties.”

II. PURPOSE OF AGREEMENT:

The City of South Gate has an emergency shelter declaration prior to November 15, 2018 and through this MOU the City of South Gate confirms that it intends to support and collaborate with HYC for the Access Point program. HYC is the Coordinated Entry System (CES) Co-Lead agency for homeless adults for Local Coordinating Area 1 (LCA 1) of Service Planning Area 7 (SPA 7). The City of South Gate is located in LCA 1 of SPA 7 and the City of South Gate and HYC have worked in partnership since the inception of the Gateway Connections Project in 2012 to assist homeless people to receive coordinated and integrated outreach, case management, housing navigation, housing placement, and housing retention services. The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to providing the 2018 Access Point program services per the Request for Proposals issued by the Los Angeles Homeless Services Authority (LAHSA) on December 14, 2018.

III. TERM:

The term of this MOU commences upon start of awarded contract term by HYC, anticipated to be July 1, 2019, and in any event terminates three years later, or on June 30, 2022, whichever is later. Either Party can terminate this MOU with or without cause at any time upon not less than 30 days' written notice of termination to the other Party. Any and all amendments must be made in writing and must be agreed to and executed by the Parties before becoming effective.

IV. RESPONSIBILITIES:

The City of South Gate will provide the following under the terms of this MOU:

- a) City and HYC staff will determine a mutually agreed upon office location in the City of South Gate for Access Point program services. The City of South

Gate, facility Owner, will provide this office location to HYC at no charge for rent, maintenance or utility costs. The office will be open from 8:00 a.m. to 5:00 p.m. (days of the week to be determined). The office will be open to walk-in homeless people and receive referrals by telephone.

HYC will provide the following scope of services under the terms of this MOU:

A dedicated Access Point staff person will provide the following services:

- a) Initial CES triage/screening/assessment of all homeless adults 18 and over receiving Access Point program services utilizing population-appropriate CES packets.
- b) Conduct diversion and rapid resolution for adults 18 and over who are homeless or at risk of homelessness receiving Access Point program services.
- c) Emergency services referrals.
- d) Warm handoff referrals ensuring that service is available for the client.
- e) Directly link homeless adult clients 18 and over to HYC's CES services including case management, housing navigation, and rapid rehousing services.
- f) Make entries into the Los Angeles Continuum of Care Homeless Management Information System.

Use of Grant Funds. HYC will receive from LAHSA \$75,000 annually for three years to be utilized toward:

Personnel costs including wages and benefits for Access Point personnel;
Operating costs including cell phone, computer, internet, and mileage; and
Administrative costs including management oversight.

V. **WAIVER OF LIABILITY/INDEMNIFICATION:**

HYC shall indemnify, hold harmless and defend the City of South Gate (with legal counsel selected by the City of South Gate) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from HYC's acts, errors or omissions and for any costs or expenses incurred by the City of South Gate on account of any claim therefor, except where such indemnification is prohibited by law. HYC shall promptly notify the City of South Gate in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. HYC shall indemnify and hold harmless the City of South Gate against any liability, claims, losses, demands, and actions incurred by the City of South Gate as a result of the determination by LAHSA or its successor that activities undertaken by HYC under the Access Point program fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to HYC under this MOU were improperly expended.

Without in any way affecting the indemnity herein provided and in addition thereto, HYC shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of HYC and all risks to such persons under this Agreement.

Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars, per occurrence and two million (\$2,000,000) in the aggregate.

Additional Named Insurance - All policies, shall contain additional endorsements naming the City of South Gate and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of its services and activities under this MOU, including HYC's use and occupancy of the office location provided by the City of South Gate hereunder.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the City of South Gate.

Proof of Coverage – Prior to the commencement of this MOU, HYC shall furnish certificates of insurance to the City of South Gate evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City of South Gate, and HYC shall maintain such insurance from the time HYC commences performance of its services and activities under this MOU, including HYC's use and occupancy of the office location provided by the City of South Gate hereunder, until the expiration of this MOU. Within sixty (60) days of the commencement of this MOU, HYC shall furnish to the City of South Gate certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the City of South Gate whose Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the City of South Gate. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the

City of South Gate, inflation, or any other item reasonably related to the City of South Gate's risk hereunder.

VI. MISCELLANEOUS:

At all times hereunder, each of the City of South Gate and HYC will be acting in an independent capacity and not as agents, employees, partners, joint venture, or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the agent or employees of the other Party for any purpose whatsoever.

HYC agrees to comply with all applicable Federal, State, and Local laws, ordinances, regulations, and directives as they pertain to the performance of its services and activities under this MOU, including HYC's use and occupancy of the office location provided by the City of South Gate hereunder. HYC agrees the Access Point program will be open to all eligible populations regardless of disability status, age, race, color, religion, national origin, marital status, sexual orientation, or gender identity.

HYC agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of its services and activities under this MOU. No funds under this MOU will be used to promote any religious or political activities.

This MOU shall be governed by the laws of California without regard to California's conflicts of law rules.

This MOU constitutes the entire agreement between the Parties with respect subject matter contained herein and supersedes all prior written and oral agreements between the Parties regarding the subject matter of this MOU.

No provision of this MOU may be waived except by a writing executed by the party against whom the waiver is to be effective.

No provision of this MOU may be amended or otherwise modified except by in writing signed by the Parties to this MOU.

The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by facsimile, .PDF or other electronic transmission, and such facsimile, .PDF or other electronic transmission of executed signature pages shall be binding as originals.

**Helpline Youth Counseling, Inc. Contact: Jeff Farber, Executive Director
Cristina Ramirez, Manager, Homeless Services**
**City of South Gate Contact: Vivian M. Garcia, Housing Administrator
Abel Torres, Grants Analyst**

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVE AS TO FORM:

DRAFT

Raul F. Salinas, City Attorney

HELPLINE YOUTH COUNSELING, INC.:

Jeff Farber, Executive Director