

## **MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS SERVICES (“MOU”) is made and entered into this 1st day of July, 2022 (“Effective Date”) by and between the City of Norco, a municipal corporation (“Norco”) and the City of Corona, a municipal corporation (“Corona”). Norco and Corona may be referred to herein individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

A. Corona has developed a comprehensive Homeless Strategic Plan including homeless outreach, case management, and motel emergency shelter programs, designed to provide homeless programs and services within its city corporate boundaries.

B. Norco and Corona entered into that certain Memorandum of Understanding for Collaborative Homeless Programs and Services dated July 1, 2021 (“FY 2022 MOU”) whereby Corona agreed to amend its existing agreement with Kingdom Causes, Inc. dba City Net, a California domestic nonprofit corporation (“City Net”) to authorize City Net to provide certain homeless outreach, engagement and case management services and a motel voucher emergency shelter program for Norco. The term of the FY 2022 MOU expired on June 30, 2022.

C. Norco desires to enter into this MOU and continue collaboration with Corona to expand Corona’s homeless outreach, case management, and emergency motel shelter programs to eligible individuals experiencing homelessness in the City of Norco.

D. Corona and City Net entered into that certain Professional Services Agreement dated July 1, 2022 for professional homeless consulting services, including outreach, engagement, case management and motel voucher emergency shelter programs, within Corona and Norco for the period of July 1, 2022 through June 30, 2023 (“City Net FY 2023 Agreement”). The City Net FY 2023 Agreement includes separate scopes of work for the homeless consulting services provided to Corona and the homeless consulting services provided to Norco.

E. The Parties desire to enter into this MOU to set forth the terms for having City Net provide professional homeless consulting services for Norco as part of the City Net FY 2023 Agreement.

### **AGREEMENT**

#### **1. Homeless Outreach and Emergency Motel Shelter Programs**

Concurrent with the Effective Date of this MOU, Corona hereby agrees to authorize City Net to provide to Norco, during the term of this MOU and pursuant to the terms of the City Net FY 2023 Agreement, the homeless outreach, engagement, case management, and motel voucher emergency shelter programs more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Norco Services”). Norco shall comply with all applicable terms

of the City Net FY 2023 Agreement. Norco and Corona shall work collaboratively with City Net to accomplish the Norco Services.

**2. Term of MOU.**

The term of this MOU shall be from the Effective Date to June 30, 2023, unless earlier terminated as provided herein. The term of this MOU may be extended by mutual agreement of the Parties.

**3. Compensation to Corona.** Norco shall be responsible for reimbursing Corona for all costs incurred by City Net for the Norco Services, as reflected on the monthly itemized statement that City Net submits to Corona, plus an administrative fee equal to ten percent (10%) of the invoiced amount for direct project costs. Direct project costs exclude the City Net indirect administrative costs of ten percent (10%). The City Net indirect administrative costs are reflected on each monthly invoice along with direct project costs. Norco shall, within 30 days of receipt of an invoice from Corona pay all charges thereon. The compensation for the Norco Services shall be at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference and shall not exceed Six Hundred Fifteen Thousand Six Hundred and Ninety Dollars (\$615,690) ("Total Compensation") without written approval of Norco's City Manager or designee.

**4. Indemnity.**

4.1 Neither Norco nor any officer or employee of Norco shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Corona under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Corona under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Corona shall fully indemnify, defend and hold Norco 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 Corona under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Corona under this MOU.

4.2 Neither Corona nor any officer or employee of Corona shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Norco under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Norco under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Norco shall fully indemnify, defend and hold Corona 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 Norco under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Norco 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, Norco shall be obligated to pay Corona, pursuant to Section 4 of this MOU, only for those Norco Services which have been rendered by City Net prior to the date

that City Net is notified by City, pursuant to the terms of the City Net FY 2023 Agreement, of the termination of this MOU.

**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:

Corona                      City of Corona  
Attn: City Manager  
Re: MOU for Homeless Services  
123 Vincente Street Avenue  
Corona, CA 92882

Norco                        City of Norco  
Attn: City Manager  
Re: MOU for Homeless Services  
2870 Clark Avenue  
Norco, CA 92860

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

7.3 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.

7.4 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.

7.5 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.

7.6 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 non-

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.

7.7 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.

7.8 Time is of the Essence. Time is of the essence with regard to the performance of all of Norco's and Corona's obligations under this MOU.

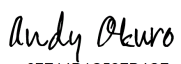
***[SIGNATURES ON NEXT TWO (2) PAGES]***

**NORCO'S SIGNATURE PAGE  
FOR**

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS  
PROGRAMS AND SERVICES**

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

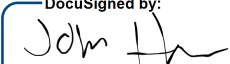
**CITY OF NORCO, CALIFORNIA**

DocuSigned by:  
  
By 87E14D1C52FD4CF...  
Andy Okoro, City Manager

**ATTEST:**

DocuSigned by:  
  
By 046369EC1EF34E9  
Dana Roa, CMC, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
  
By E83BEC3EB6654BB  
John Harper, City Attorney

**CORONA'S SIGNATURE PAGE  
FOR**

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS  
PROGRAMS AND SERVICES**

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

**CITY OF CORONA, CALIFORNIA**

DocuSigned by:  
*Jacob Ellis*  
By \_\_\_\_\_  
8CB6AE0805044B4...  
Jacob Ellis, City Manager

DS  
*JE*

**ATTEST:**

DocuSigned by:  
*Sylvia Edwards*  
By \_\_\_\_\_  
9A4F68CEB5E6404...  
Sylvia Edwards, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
*Dean Derleth*  
By \_\_\_\_\_  
A76D5842626D4DE...  
Dean Derleth, City Attorney

DS  
*JD*

## EXHIBIT "A"

### SCOPE OF NORCO SERVICES

1. The Norco Services includes the following two City Net Program components:

a. **Motel Voucher Emergency Shelter Program**

Program Goals and Objectives

City Net will provide motel bridge housing services to Norco's homeless residents during the term of this MOU. Up to eight (8) motel rooms will be available per night. City Net will establish a waiting list of eligible Norco homeless individuals and families with documentable ties to Norco. City Net may serve wait list clients through program attrition resulting from client exits to housing and other destinations.

City Net will engage homeless clients with street outreach services and add eligible clients to the waiting list. Clients must be willing to engage in case management services to work towards the goal of stable housing.

Description of Services

City Net will manage the motel bride housing program using the following criteria:

- Provide case management and supportive services for clients.
- Clients must comply with the rules of the program which include compliance with motel management rules as well as active engagement in case management and housing plan goals.
- Low barrier entrance criteria for clients served through program.
- Housing-focused, case management services to provide initial stability for clients as they are assessed for diversion, family reunification, self-resolution of homelessness, and/or connection to appropriate and eligible longer-term housing resources.
- Establishment of goals between client and agency that focus on exits to more permanent forms of housing.
- Referrals to appropriate resource agencies for medical care, benefits assistance, behavioral health care, etc.
- Verifying documentable ties to Norco for placement in the motel program.

Case Management Activities Include:

- Conducting initial evaluations including, verifying and documenting eligibility.
- Monitoring and evaluating program participant progress.
- Providing information and referrals to other providers as appropriate.
- Developing an individualized plan for transition from motel shelter to other forms of shelter or stabilized housing.
- Providing client services such as food cards, bus passes, pet supplies, or other clients supports.
- Providing housing navigation services.

Transportation

Transportation services to motels will be provided using privately leased vans and/or other transportation services.

Critical Incident Policy

City Net will use a Critical Incident Policy to immediately notify the City of Norco, along with the City of Corona, of any critical incidents including 911 calls due to illnesses, injuries, deaths, motel damages, or other critical issues related to the Motel Bridge Housing Program.

Report of Program Activities and Client Outcomes

Unless otherwise requested, City Net will provide a monthly report for Norco program activities and client outcomes as follows:

- For all household members, client demographic information, including but not limited to racial ethnicity, age, and sex.
- Within HIPAA guidelines using unique client identifiers, client diagnoses and barriers including but not limited to mental health issues, substance abuse issues, physical disabilities, employment status, income, and other data elements commonly collected for the Riverside County Homeless Management Information System (HMIS) and Coordinated Entry System (CES).
- Length of time homeless in Norco and method used to verify ties to Norco.
- Number of bed nights per client and total number of motel nights per household.
- Supportive services provided to each client.
- Name and location of motels participating in program.
- Client status if enrolled in CES.
- City of last permanent address, Exit destinations, First Time Homeless, and Returns to Homelessness from Housing
- Average cost of motel rooms per night and average fully loaded cost including motel costs and case management/indirect costs.



**b. Outreach, Engagement and Case Management Program**

City Net will provide two case managers who will work sixteen (16) hours each per week providing a total of thirty-two (32) hours of outreach, engagement, and case management services at priority locations across the City of Norco, including regular outreach and coordination with the Norco Sheriff's Department, as necessary.

City Net's staff will work with Norco homeless neighbors to navigate housing opportunities, develop financial stability, and provide linkages to behavioral health resources and other supportive services. As part of this process, City Net will also enroll and case manage eligible homeless clients in the City of Norco Motel Emergency Shelter Program, discussed above.

2. The Norco Services shall be limited to the units of service and other client support costs described in Exhibit "B" of this MOU.
3. City Net will be required to document the Norco Services each month separately from any services rendered to Corona. City Net will be required to submit to Corona a monthly itemized statement that indicates the work completed and Norco Services rendered. The invoice or statement for the Norco Services will be separate and distinct from any invoices or statements describing work or services provided to Corona under the City Net FY 2023 Agreement.
4. In order to meet the varying needs of Norco clients, Norco authorizes Corona to approve line item adjustments within the budget outlined in Exhibit "B" of this MOU; provided that the Total Compensation set forth in Section 3 of this MOU is not exceeded. If City Net determines that a line item adjustment is necessary, City Net will submit a request for such adjustment to Corona. Corona will review the proposed changes with Norco before authorizing the adjustment. Line-item adjustments also include changes in City Net hourly rates within the ranges outlined in the chart below. The Corona and Norco City Managers, or their designees, are authorized to approve such line-item budget adjustments.

<b>Title/Role</b>	<b>Hourly Rate Range Start</b>	<b>Hourly Rate Range Maximum</b>	<b>Maximum Rate Differential</b>
Program Supervisor	\$33.00	\$43.00	\$10.00
Case Manager/ Outreach and Engagement	\$28.41	\$38.41	\$10.00
Executive leadership	\$77.25	\$87.25	\$10.00
Finance and billing	\$28.53	\$38.53	\$10.00
Human resources	\$28.99	\$38.99	\$10.00
Operations	\$25.98	\$35.98	\$10.00
Data entry and reporting	\$25.30	\$35.30	\$10.00

**EXHIBIT "B"****COMPENSATION RATES AND BUDGET FOR NORCO SERVICES**

<b>Labor:</b> Program Supervisor, Outreach and Engagement, Case Management, Housing Navigation, Executive Leadership, Finance and Billing, Human Resources, Operations, Data Entry and Reporting	
<b>Labor Subtotal:</b>	<b>\$76,119</b>

<b>Operations and Program Expenses - Client Services:</b> Client/staff transport: vehicle lease, gas, vehicle insurance, maintenance; Motel room costs; Motel room taxes; Pet fees and room damages; Client food cards; Fees, rental assistance and move-in costs for rapid rehousing, sober living homes, room and board, rooms for rent, relocations and other housing related expenses; Fees for documentation, local transportation, work expenses, office space/furniture rental, equipment, materials and supplies, financial audit, liability insurance, etc.	
<b>Operations and Program Expenses - Client Services Subtotal:</b>	<b>\$436,956</b>

<b>Project Expenses</b>	<b>\$513,075</b>
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<b>Administration</b>	
City of Corona Administrative Fee - 10% of project expenses	\$51,307
City Net Indirect Costs - 10% flat fee to cover general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other required insurance, legal, staff development, contingencies, etc.)	\$51,308
<b>Administration subtotal:</b>	<b>\$102,615</b>

<b>Total of MOU</b>	<b>\$615,690</b>
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<b>Labor Rates</b>			
<b>Title/Role</b>	<b>Description</b>	<b>Fully Loaded Compensation</b>	<b>Weeks</b>
Program Supervisor	Project supervision	\$33.00	52
Case Manager / Outreach and Engagement	Outreach, engagement, case management, housing navigation and supportive services	\$28.41	52
Executive leadership	Project oversight, quality control, communications, compliance	\$77.25	52
Finance and billing	Payroll, billing	\$28.53	52
Human resources	Staff recruiting, hiring, training, mediation	\$28.99	52
Operations	Inventory, purchasing, technical support	\$25.98	52
Data entry and reporting	HMIS data entry	\$25.30	52