

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA AND THE CITY OF
REDONDO BEACH REGARDING USE OF ALLOCATED STATE OF CALIFORNIA
GRANT FUNDS TO SUPPORT THE CITY'S HOMELESS COURT AND ENHANCED
RESPONSE TO HOMELESSNESS.**

This Memorandum of Understanding ("MOU") dated as of the 1st of September 2023, is between the Judicial Council of California ("Council") and the City of Redondo Beach ("City"), a chartered municipal corporation, (collectively, the "Parties").

RECITALS

- A. In the Fiscal Year 2022-23 Budget, the State of California allocated Grant Funds in the amount of \$500,000.00 (the "Grant Funding" or "Grant Funds") to the City of Redondo Beach for their Homeless Courts Program to continue their homeless court program, which helps participants into housing and provides them with services that facilitate stabilization, including but not limited to, mental health and substance abuse evaluation and treatment services, and access to job training (the "Program").
- B. This Grant Funding is to be administered by the Judicial Council of California.
- C. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Council and the City hereto agree as follows:

Judicial Council Memorandum of Understanding Agreement Number 96641
With City of Redondo Beach

I. TERM:

This MOU shall be effective as of September 1, 2023, and shall remain in full force and effect until 365 days after the Grant Funds are received by the City ("Term"), unless sooner terminated or extended, in whole or in part, by written agreement of the parties. The \$500,000.00 in Grant Funds shall be transmitted by the Council no later than December 31, 2023.

II. CITY RESPONSIBILITIES:

- A. The City shall use the Grant Funds to fund ongoing costs to continue and possibly expand the Redondo Beach Homeless Court Program as set forth in the Project Description and Scope of Services, which is attached hereto as Exhibit A. The Grant Funds must be used exclusively for the Project.
- B. The City shall provide the allowed services to clients (mental health, substance abuse, and others) in accordance with Exhibit A.
- C. The City shall fulfill performance and reporting requirements to the Council in accordance with Exhibit B.
- D. The City hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the Council to the City pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
- E. The City shall maintain records related to the Program operation and use of Grant Funds for five (5) years following the expiration of this MOU. The Council shall have access to the records upon request.
- F. Within thirty (30) days after the expiration or termination of this MOU, the City will return to the Council any portion of the Grant Funds that were unused, or not spent for the Project.

III. COUNCIL RESPONSIBILITIES:

- A. The Council shall provide the \$500,000.00 in Grant Funds to the City no later than December 31, 2023. The Grant Fund is a one-time funding to the City by the Council and constitutes the entire funding made available to the City under this MOU.
- B. The Council shall monitor the City's submission of quarterly reports in accordance with Exhibit B.
- C. The Council shall maintain records related to the Program operation and use of Grant Funds for five (5) years following the expiration of this MOU.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

- A. Each Party agrees to indemnify, defend, and hold harmless the other Party, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees) that the other Party may suffer, arising from or connected with any breach of the terms of the MOU by the Indemnifying Party, or any willful misconduct or gross negligence of the Indemnifying Party in the performance of its obligations under the MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. **Waiver of Per Capita Risk Allocation.** The parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, they agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the parties' respective pro-rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

V. MISCELLANEOUS:

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the Council and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.
- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. In the event an entity defaults in the performance of any of its obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching entity may enforce this MOU through any available remedies.
- E. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- F. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid, and addressed as below. Any notices, correspondence, reports, and/or statement authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

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Judicial Council of California:

Francine Byrne, Director, Criminal Justice
Services
Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Francine.Byrne@jud.ca.gov

City of Redondo Beach:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attn: Michael W. Webb,
City Attorney

- G. In an action or proceeding to enforce or interpret any provision of this MOU, the entities shall bear their own attorney's fees, costs, and expenses.
- H. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply.
- I. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.
- J. Each entity agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.
- K. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

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With City of Redondo Beach

- L. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing. Attached as Exhibit C, is a true copy of the code, rule, resolution, order, motion, or ordinance authorizing City to enter into or execute this Agreement.

(Signatures on Following Page)

Judicial Council Memorandum of Understanding Agreement Number 96641
With City of Redondo Beach

JUDICIAL COUNCIL

Semyrra Hines, Supervisor, Contracts

CITY OF REDONDO BEACH

William C. Brand, Mayor

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND SCOPE OF SERVICES

The Grant Funds shall be used for the continuation and possible expansion of the Redondo Beach Homeless Court Program by providing comprehensive community-based services to achieve stabilization for, and address the specific legal needs of, chronically homeless individuals who are involved with the criminal justice system. Grant Funds shall be used to provide a number of specified services or program components, including, but not limited to,

- a) A location where the defendant can access all service providers, including necessary operational and capital costs of location;
- b) Supportive housing during the course of the Program;
- c) A representative to assist the defendant with developing a temporary and permanent long-term housing plan, identifying long-term mental health and substance use disorder concerns, and answering any questions and facilitating any necessary conversations between a housing agency and the defendant to enable the defendant to obtain temporary, time-limited, or permanent housing while participating in the Program;
- d) Provision of mental health evaluation and services;
- e) Substance abuse disorder and withdrawal treatment;
- f) Criminal record clearing services;
- g) Obtaining identification;
- h) Assistance in obtaining benefits;
- i) Weekly mental health and substance abuse counseling services;
- j) Job training or placement services; and,
- k) Participation of licensed medical practitioners for medication purposes, upon consent of the defendant.

EXHIBIT "B"

PERFORMANCE AND REPORTING REQUIREMENTS

Commencing with the Effective Date of this MOU and continuing through the Expiration Date, the City shall submit a quarterly report to the Council by the 30th day after each quarter that reports all activities from the previous quarter on forms provided by the Council.

The quarterly report must include, at a minimum:

- a) Demographics of all participants, including gender, race and age;
- b) Services provided;
- c) Services ordered, but not provided;
- d) Number of referrals;
- e) Number of participants scheduled for court session;
- f) Number of participants that attended court session;
- g) Number of cases dismissed;
- h) Number of participants connected to services, including clients bypassing the court, but utilizing the services offered;
- i) Number of participants that take part in the substance use disorder treatment programs and the number that complete the substance use disorder treatment programs;
- j) Number of participants housed in interim housing;
- k) Number of participants housed in permanent housing;
- l) Number of participants found incompetent to stand trial;
- m) Deaths during and following the diversion program;
- n) Additional criminal justice involvement during and following the diversion program; and
- o) Continued treatment beyond the diversion program.

The final report will include the percentage increase or decrease of the City's homeless population based on the Point in Time annual count or City Net census.