

MEMORANDUM OF UNDERSTANDING FOR THE HOPES Team (Homeless Outreach, Proactive Engagement and Services)

Among the following governmental agencies (Parties):

**City of Santa Cruz (Hereafter referred to as CITY)
County of Santa Cruz (Hereafter referred to as COUNTY)**

For the period July 1, 2024 through June 30, 2025

This Agreement is executed with the effective date of July 1, 2024 (“Effective Date”), by and between the City of Santa Cruz (hereinafter referred to as City), and the County of Santa Cruz (hereinafter referred to as County) (collectively referred to as the Parties).

Recitals

WHEREAS, on December 3, 2013, the fourteen members of the Santa Cruz City Public Safety Citizen Task Force (Task Force) transmitted their final report and policy recommendations to the Santa Cruz City Council.

WHEREAS, the Task Force recommended “that the City collaborate in developing a strategic multi-disciplinary team (enforcement, criminal justice, drug treatment, social service providers) to identify individuals repeatedly exhibiting behaviors and crimes harmful to the community (i.e., the “top offenders”) as identified by Santa Cruz Police Department (SCPD). This strategic team will develop an intervention and accountability plan on a case-by-case basis for each offender in order to reduce criminal behavior and harm to the community. The overall goal of the team would be to reduce recidivism and crime in the City. The strategic team would work with Santa Cruz Police Department (SCPD) to identify those that are generating the most calls for services, arrests, and municipal code infraction citations.”

WHEREAS, in April 2014, in response to the Task Force report and recommendations, the late District Attorney Bob Lee, in partnership with Santa Cruz City Attorney, John Barisone, and other community leaders implemented the eight-month pilot Downtown Accountability Program (DAP).

WHEREAS, the DAP multi-disciplinary team was managed by staff from the Santa Cruz City Manager’s Office and included staff from the Santa Cruz County District Attorney’s Office, Probation Department, and Health Services Agency (HSA); Santa Cruz City Attorney’s Office and Police Department; Santa Cruz Homeless Services Center; and Encompass Community Services.

WHEREAS, direct costs for the eight-month DAP pilot were funded in equal shares by the City of Santa Cruz and County of Santa Cruz.

WHEREAS, all DAP pilot participating agencies provided in-kind staffing resources to support the implementation and operation of the program.

WHEREAS, due to the initial reported success of the DAP eight-month pilot, both the Santa Cruz County Board of Supervisors and Santa Cruz City Council voted unanimously to extend the pilot through fiscal year 2014-15.

WHEREAS, in June 2015, both the Santa Cruz County Board of Supervisors and Santa Cruz City Council voted unanimously to fund the direct cost of the program for fiscal year 2015-16 and scale the program beyond Downtown Santa Cruz.

WHEREAS, in June 2016, both the Santa Cruz County Board of Supervisors and the Santa Cruz City Council voted unanimously to continue to fund the direct cost of the program for an additional year, through June 30, 2017.

WHEREAS, DAP was renamed the Bob Lee Community Partnership for Accountability, Connection & Treatment (PACT) in honor of the late District Attorney Bob Lee.

WHEREAS, the Homeless Outreach, Proactive Engagement and Services (HOPES) Team was created in early 2018 to provide Homeless Outreach, Proactive Engagement and Services to homeless individuals across Santa Cruz County and those individuals who have criminal justice contacts/arrests may be referred to the PACT Court for monitoring and supervision.

NOW, THEREFORE, the City of Santa Cruz and the County of Santa Cruz (Parties) hereby agree as follows:

1. Recitals

The above recitals are restated and incorporated as though fully set forth herein.

2. The Specific Purpose of this Memorandum of Understanding

This Memorandum of Understanding (MOU) affirms the mutual support that each agency or organization will provide in support of the HOPES Team through in-kind staffing resources, contracted services and direct funding as specified in this agreement.

This MOU details the principles under which the Parties plan to manage, implement, and operate the HOPES Team. It outlines the mission of the HOPES Team, the program's specific objectives and goals, the organizational structure, data and information sharing requirements, and the cost of operation for fiscal year 2024-2025.

3. HOPES Mission and Objectives

Mission

The Parties acknowledge that the mission of the HOPES Team is to provide outreach, stabilization, linkage and support to homeless individuals in Santa Cruz County with a suspected mental health and/or substance use disorder who are not already connected to services. The HOPES team is designed to outreach and link unconnected homeless individuals to the most appropriate service needs with the goal of improving quality life and supporting the integration back into the community.

HOPES Team Objectives

- Increase linkages to substance use disorder, mental health and medical services.
- Provide opportunities to homeless individuals to access shelter and housing navigation services.
- Improve the quality of life of the individuals in the program and the community as a whole.

4. HOPES Management and Policy Oversight

The Parties acknowledge and agree that the HOPES Team, including HOPES employees, agents, volunteers, or subcontractors, shall not be considered an agent or employee of the City of Santa Cruz for any purpose.

The CITY and COUNTY shall provide general management and policy oversight of HOPES according to the following organizational structure:

Planning, Coordination, and Lead Administration

The CITY and COUNTY shall provide planning, coordination and lead administration of HOPES in the following capacity:

The HOPES Program Manager, under the direct supervision of the Director of Adult Behavioral Health Services and in coordination with HSA staff, CITY & COUNTY Partners and Superior Court Staff, shall perform planning, coordination and lead administration duties.

Specialty Court Division of Superior Court

The Specialty Court Division of the Superior Court is charged with providing the PACT court clinical and criminal justice operational guidance. The Specialty Court shall track program outcomes on a yearly basis and report such outcomes via the Specialty Court Partners meetings.

5. The City's Commitment, Responsibilities, and Resource Contributions

For fiscal year 2024-2025, the CITY shall pay to the COUNTY funds in an amount not to exceed one hundred seventy-eight thousand, two hundred dollars (\$178,200) for:

1. The provision of direct funding for a portion of the designated treatment and Sober Living Environment housing costs.
2. The provision of partial funding for a Mental Health Client Specialist position designated for HOPES services.

6. The County's Commitment, Responsibilities, and Resource Contributions

Responsibilities of the COUNTY include:

1. The COUNTY shall provide the direct funding for three (3) Senior/ Mental Health Client Specialists and one (1) Behavioral Health Program Manager Specialist.
2. The COUNTY shall provide a staff person to fulfill the role of liaison between the CITY, Encompass, the Case Managers contracted by HSA, and the COUNTY.

The County shall contract to provide the following HOPES Team staff:

Behavioral Health Program Manager:

- Ensure program compliance with applicable federal, state laws and regulations and local ordinances, policies and procedures.
- Develop partnerships and coordinate service with external partners such as street outreach workers, housing advocates, landlords, employers, treatment facilities, etc.

Behavioral Health Supervisor:

- Monitor all PACT clients, perform prompt intakes/assessments, and share appropriate information with the PACT team.
- Develop partnerships and coordinate service with external partners such as street outreach workers, housing advocates, landlords, employers, treatment facilities, etc.
- Work with PACT Court Team members to make recommendations regarding custody, conditional release terms, etc.
- Gather, input and track all data points required for the Applied Survey Research (ASR) evaluation contract.

HOPES Team Members:

- Maintain regular contact with clients, including visiting clients on the street, in jail, at a shelter, or in the home.
- Reinforce the client's plan for success at each contact and determine barriers that need to be removed for success.
- Manage the client's treatment plan including the streamlining of treatment entry, release and paperwork.
- Act as an advocate for and assist clients in obtaining housing, medication and medical treatment, transportation, medical/financial benefits, mental health/substance abuse treatment, work release/work programs, etc.
- Ensure program compliance with applicable federal, state laws and regulations and local ordinances, policies and procedures.
- Perform housing and benefit-related tasks.

The County shall provide the following in-kind contributions:

Mental Health Liaison to provide mental health feedback and recommendations for clients; and the Downtown Outreach Worker to provide outreach support to prospective and case managed clients.

7. Data and Information Sharing

In order to fully evaluate the effectiveness of PACT, to the extent possible all Parties will share data on clients and outcomes to support the program's operations and measures of success, within the limitations of law and internal policy. Data sharing is supported by a comprehensive Release of Information/Waiver to comply with HIPAA and the California Welfare and Institutions Code requirements. The Parties agree to use at least the same care and precaution in protecting this shared information as it uses to protect its own confidential information, and in no event less than reasonable care.

8. Indemnification

1. The CITY shall exonerate, indemnify, defend, and hold harmless COUNTY (including, without limitation, its officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it/them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CITY's performance under the terms of this MOU, excepting any liability arising out of the sole negligence or willful misconduct of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of the CITY and third persons.
2. The COUNTY shall exonerate, indemnify, defend, and hold harmless CITY (including, without limitation, its officers, agents, employees and volunteers) from

and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it/them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the COUNTY's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence or willful misconduct of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of the COUNTY and third persons.

3. In the event of concurrent negligence of the CITY, its officers and/or employees, and COUNTY, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this MOU shall be apportioned according to the California theories of comparative negligence and/or equitable indemnity, as applicable.
4. The duty of the CITY and COUNTY to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Insurance

Each of the Parties represents and warrants that it is insured to honor its respective indemnification obligations provided herein and that the indemnifying party's insurance coverage shall be the primary insurance as respects the other Party.

10. Equal Employment Opportunity

During and in relation to the performance of this MOU, the Parties agree to the following:

1. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
2. In the event of non-compliance with the non-discrimination clauses of this agreement or with any of the said rules, regulations, or orders the non-compliant Parties may be declared ineligible for further contracts with the COUNTY.

11. Term and Termination

1. Unless modified or terminated, the term of this MOU is for the period of July 1, 2024 through June 30, 2025. Any party may elect to terminate this MOU by giving written notice to the other party sixty (60) days at any time prior to the renewal term period.
2. Each party reserve the right to terminate this MOU without penalty or liability due to inadequate legislative appropriation or sufficient funds for services related to this MOU.
3. Upon termination, the parties will each be responsible for payment of the services up to the effective termination date; and thus the CITY, if it is the terminating party, shall be entitled to a reimbursement of the portion of its financial contribution for services not yet received.
4. All indemnity and record retention obligations shall survive termination of this MOU.
5. Upon mutual written agreement by both Parties, this MOU may continue for ninety (90) days after June 30, 2025 until another agreement is negotiated and supersedes it and is approved in writing by the COUNTY and CITY.

12. Modification of this MOU

The terms of this MOU may be modified by written mutual agreement of the Parties to the MOU.

13. Business Services Addendum

1. This Business Services Addendum (this "Addendum") is entered into by and between COUNTY and the CITY in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. Seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").
2. COUNTY and the CITY each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.
3. All involved parties shall maintain compliance with all applicable federal, state and local statutes, regulations, policies, procedures and ordinances in providing client services, documentation, handling of private health information, patient confidentiality, and billing services.

14. Miscellaneous

1. Complete Agreement. This MOU, along with any attachments, is the full and complete integration of the Parties' agreement. The Parties agree that this MOU supersedes any previous written or oral agreements between the Parties pertaining to the subject matter thereof, and any modifications to this MOU must be made in a written document signed by all Parties. Any arbitration, mediation, or litigation arising out of this MOU shall occur only in the COUNTY, notwithstanding the fact that one of the Parties may reside outside the COUNTY.
2. Severability. The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable or invalid.
3. Warranty of Authority. The signatories to this MOU warrant and represent that each is authorized to execute this MOU and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this MOU.
4. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, which is effective the day and year first above written.

COUNTY OF SANTA CRUZ
Approved as to Form:

DocuSigned by:

Office of the County Counsel

Date 5/12/2025

COUNTY OF SANTA CRUZ

Health Services Agency Director or Designee

Date _____

COUNTY OF SANTA CRUZ
Approved as to Insurances:

Signed by:

Risk Management

Date 5/12/2025

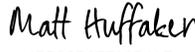
CITY OF SANTA CRUZ
APPROVED AS TO FORM:

DocuSigned by:

City Attorney

Date 5/16/2025

CITY OF SANTA CRUZ

Signed by:

Matt Huffaker, City Manager

Date 5/20/2025

Certificate Of Completion

Envelope Id: BA5E6A55-AA8F-4B2D-85A4-58E052AFC9DE

Subject: Contract 25R0140 (25-1671) 6/10/2025 BOS

Source Envelope:

Document Pages: 9

Certificate Pages: 6

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Envelope Originator:

HSA Admin Processing

701 Ocean Street

Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

IP Address: 73.158.132.136

Record Tracking

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hsa.adminprocessing@santacruzcountyca.gov

Pool: FedRamp

Pool: County of Santa Cruz

Location: DocuSign

Security Appliance Status: Connected

Storage Appliance Status: Connected

Location: Docusign

Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

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Electronic Record and Signature Disclosure:

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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Tony Condotti

tcondotti@abc-law.com

Security Level: Email, Account Authentication (None)

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Matt Huffaker

mhuffaker@santacruzca.gov

City manager

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Electronic Record and Signature Disclosure:

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Jennifer Herrera Jennifer.Herrera@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Michael McLay Michael.McLay@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
