

MEMORANDUM OF AGREEMENT**SAN GABRIEL VALLEY CRISIS ASSISTANCE RESPONSE & ENGAGEMENT PROGRAM
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CLAREMONT AND THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

This Memorandum of Agreement (“MOA”) is by and between the City of Claremont (“City”) and the San Gabriel Valley Council of Governments (“SGVCOG”) to be effective as of the date signed by both parties.

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley within the jurisdiction of its member cities and its unincorporated areas;

B. The SGVCOG entered into a funding agreement with the Substance Abuse and Mental Health Services Administration (“SAMHSA”) to implement a mobile crisis program;

C. The SGVCOG entered into a funding agreement with the California Board of State & Community Corrections (“BSCC”) to implement the SGV CARE mobile crisis program and to enhance the SGV CARE program to provide case management and a bridge housing site for Proposition 47-eligible clients;

D. The City desires to be a participant in the Proposition 47-funded enhanced San Gabriel Valley Crisis Assistance Response & Engagement (“SGV CARE”) Program (“Program”);

E. The goal of the Program is to provide services to clients with a history of criminal justice interventions and prevent future recidivism. The SGVCOG was awarded \$8,000,000.00 to support those efforts; and

F. The City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by the parties and shall continue through March 31, 2028. The term of this MOA may be extended by mutual agreement of both parties by way of an amendment to this MOA.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:**A. SGVCOG**

1. Oversee the Program and ensure compliance with the Program guidelines and any other Program and/or funding requirements.
2. Undertake any necessary procurements and execute contract(s) with service provider(s) to implement the Program. Program services include, but are not limited to:
 - a. Resources to respond to non-violent 9-1-1 calls: crisis de-escalation, assessments, client follow-up, and transportation.

- b. Service connections: mental health treatment, substance use disorder counseling, adult protective services.
 - c. Outreach: high utilizer engagement, place-based outreach, on-view outreach.
- 3. Manage and administer service provider contracts to ensure availability of Program to the City and compliance with contract and Program requirements.
- 4. Provide any updated point-of-contact described in Section IV.A to serve as the SGVCOG's Project Manager with name, title, and contact information.
- 5. Respond to and address City concerns regarding service provider performance and the Program.
- 6. Coordinate conference calls and/or meetings with City as necessary.
- 7. Gather and analyze data from City related to homelessness, mental health, and crisis calls for service, and utilize/interpret the data to enhance program effectiveness.
- 8. Collect and evaluate data from service provider(s) to ensure Program effectiveness.
- 9. Provide City with regular, at a minimum, monthly reports with quantitative data analysis and performance metrics.
- 10. Work with external partners to evaluate the Program.
- 11. Provide City with any relevant marketing and/or informational materials to promote the Program.

B. City

- 1. Maintain membership in the SGVCOG as a member in good standing during the entire term of this MOA.
- 2. Assign a designated staff person to serve as the City Project Manager for the Program, defined in Section IV.B, who will serve as the liaison between the Program and the City, serve as the Program point-of-contact, and coordinate Program implementation with the SGVCOG. Should this staff person change, provide an updated point of contact within three (3) business days. The City Project Manager is responsible for the following activities:
 - a. Ensuring participation and communication from relevant stakeholders. This could include, but is not limited to, ensuring introductions to patrol officers and other relevant staff, brainstorming, and implementing approaches to build City engagement with the Program.
 - b. Provide feedback to the SGVCOG on the implementation of the Program.
- 3. Work with SGVCOG and service providers to establish an approach to screen and refer clients to identify potential eligible clients for additional Proposition 47-funded services.
- 4. Respond to data requests for BSCC data compliance in a timely manner. It is the responsibility of the City to ensure clients referred to Proposition 47-funded anti-recidivism programming have a confirmed background of criminal justice interventions. If City is unwilling or unable to participate in screening clients, it will be at risk of losing SGV CARE services.
- 5. Ensure City-wide awareness of and support for the Program. The City Project Manager shall work with the SGVCOG Project Manager to ensure adequate support for and use of the Program.
- 6. Refer clients who would benefit from anti-recidivism reduction services to the SGV CARE Program Manager. Services will be provided by a service provider identified by SGVCOG. Services will include a menu of options, including but not limited to: substance use disorder treatment, counseling, job training, records expungement, and housing.

7. Publicly promote the Program to the community, including but not limited to inviting the Program team to attend community events and promoting the Program on existing platforms (e.g. printed newsletters, social media posts, or websites).
8. If the City does not provide the required resources to support the Program, assist in confirming de-identified prior criminal justice history, or refer sufficient call volume to the Program, the SGVCOG reserves the right to withdraw the Programs' services from the City.
9. It is understood that, as a regional program, SGV CARE teams may be called to aid nearby cities.

III. AMENDMENTS:

- A. For any change that materially affects the Program scope of work, or in any way modifies any term or condition included under this MOA, an amendment to the MOA shall be prepared and executed by the City and by the SGVCOG for such change to be effective.

IV. PROJECT MANAGEMENT:

- A. For the purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samuel Pedersen
SGVCOG Management Analyst
San Gabriel Valley Council of Governments
11333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
626-214-8508
spedersen@sgvcog.org

- B. For purposes of this MOA, the City of Claremont designates the following individual as its Project Manager:

Melissa Vollaro
Recreation and Human Services Director
Alexander Hughes Community Center
1700 Danbury Road, Claremont, CA 91711
909-399-5493
mvollaro@claremontca.gov

- C. Additional parties' contacts copies of notices to whom shall be sent include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
11333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

- D. All notices required herein shall be sent by email, except for a notice of termination, default, or failure to cure, which shall be sent by certified mail, postage prepaid, return receipt requested. Either party may change its Project Manager or contact upon written notice to the other party and shall promptly update the other party in writing of any such changes.

V. TERMINATION:

- A. This MOA may be terminated by the SGVCOG at any time without cause. Termination will occur 30 days after written notice is issued to the City's Project Manager. The City shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. The City shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.
- B. This MOA may be terminated for cause at any time for a material default by one of the parties upon written notice to the applicable Project Manager. Prior to such termination, the non-defaulting party shall notify the defaulting party of the action or non-action constituting the material default. The defaulting party shall have 10 business days in which to cure the default. If not cured to the reasonable satisfaction of the non-defaulting party within that time period, the non-defaulting party shall provide notice of the failure to cure, and the MOA shall terminate three days after the date the notice is deposited in the U.S. Mail, unless otherwise stated at a later time in the written notice.

VI. INDEMNITY:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of City in connection with this MOA.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.

VII. INSURANCE:

- A. City and SGVCOG shall each maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with their respective performance of obligations hereunder.

VIII. OTHER TERMS AND CONDITIONS:

- A. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the MOA, neither party shall be authorized to act as an agent of or otherwise to represent the other party.
- B. Entire MOA. This MOA constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the parties in interest at the time of such modification.
- C. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- D. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this MOA and no third party has any rights or obligations hereunder.
- E. Excusable Delays. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes, including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- F. Waiver. Waiver by any party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- G. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- H. Assignment. Neither party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other party. Any assignment without consent shall be void and unenforceable.
- I. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- J. Authority to Execute. The person executing this MOA on behalf of a party warrants that they are duly authorized to execute this MOA on behalf of said party, and that by doing so, said party is formally bound to the provisions of this MOA.

K. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument.

L. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

In witness whereof, the parties enter into this MOA on the date of last execution by the parties.

FOR THE CITY OF CLAREMONT

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Adam Pirrie
City Manager

By: _____
Marisa Creter
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Alisha Patterson, Rutan & Tucker
City Attorney

Cassie E. Trapesonian
General Counsel