



# NEIGHBORHOOD COUNCIL MEMORANDUM OF UNDERSTANDING OPT-IN PROGRAM FOR THE 2016 GREATER LOS ANGELES HOMELESS COUNT January 26, 27, and 28, 2016

This Opt-In Program Memorandum of Understanding (MOU) sets forth partnership roles and responsibilities between LAHSA and Neighborhood Councils in the City of Los Angeles during the 2016 Greater Los Angeles Homeless Count. This MOU shall be executed by LAHSA and the Department of Neighborhood Empowerment (EmpowerLA) on behalf of the Neighborhood Councils that desire to participate in the 2016 Homeless Count.

## BACKGROUND

The Los Angeles Homeless Services Authority (LAHSA) is a joint powers authority formed by the City and County of Los Angeles in 1993, to address the problems of homelessness in Los Angeles. LAHSA is the lead agency of the Los Angeles Continuum of Care (LA CoC). The LA CoC includes 85 cities and the unincorporated areas of Los Angeles County, excluding only the cities of Glendale, Long Beach and Pasadena, as each of those three cities operate their own independent Continuums.

"Homeless Count" refers to the process of counting homeless persons residing in shelters or living on the street, in parks, cars or other places not meant for human habitation, as well as conducting the Housing Inventory Chart (HIC), an enumeration of the number of shelters, beds and units dedicated to housing homeless persons. Since 2005, LAHSA has coordinated six biennial Greater Los Angeles Homeless Counts. Beginning in 2016, the Point-In-Time Count ("Count") will occur annually. The Count consists of four components: 1) the street count; 2) the shelter count; 3) the youth count; and, 4) the demographic survey.

The 2015 Homeless Count was the largest census in the country, benefitting from the support of more than 5,500 volunteers. In 2015 the Count discovered that on any given point-in-time approximately 41,174 residents are homeless in the LA CoC, and 44,359 people experience homelessness in Los Angeles County. The data gathered from the Homeless Count is extremely valuable to our mission of ending homelessness. It supplies government agencies, service providers and housing providers with a reliable estimate of the homeless population in the City and County of Los Angeles, including sub-regions such as Service Planning Areas (SPAs), Supervisorial Districts (SDs) and Council Districts (CDs) within the City of Los Angeles. It also provides an array of demographic information.

In 2009, the study methodology was enhanced to enable Opt-In City/Community Areas to coordinate a homeless count within their borders, using locally recruited volunteers from public and private agencies. In 2015, 248 cities and communities enumerated all of their census tracts. Using the results from the LAHSA shelter and youth counts, cities are able to estimate a Point-in-Time number of the homeless families and individuals who are sheltered and unsheltered in their jurisdictions.

The Opt-In Program gives cities, communities and other jurisdictions the opportunity to obtain locally-specific data at a high confidence level. Full enumeration of every agreed-upon census tract within each City/Community Area will





provide more granular data and can substantially aid efforts to evaluate existing homeless services and plan for future measures to address local homelessness in your community.

## I. <u>NEIGHBORHOOD COUNCIL RESPONSIBILITIES</u>

Neighborhood Councils serve as advisory bodies to the City of Los Angeles. (Los Angeles City Charter Art. IX § 900.) Any Neighborhood Council that desires to participate in this program shall agendize and discuss at a public meeting that they agree to the terms in this MOU and to participate in the 2016 Homeless Count. Any Neighborhood Council that desires to participate in this program shall then forward its minutes or a resolution to the Department of Neighborhood Council. During the 2016 Homeless Count, Neighborhood Council participating in the program will obtain volunteers to conduct a full enumeration (complete counting) of all unsheltered homeless persons in the agreed-upon census tracts within the Neighborhood Council's boundary. (Exhibit A.) In addition, the Neighborhood Council will:

- A. Obtain volunteers in order to achieve continuous, reliable counts of unsheltered homeless persons.
- B. Provide the name, address, telephone number, capacity and picture of each Deployment Site. A Deployment Site is a location within your area from which volunteers will be deployed to perform the 2016 Homeless Count that meets the following requirements (Deployment Site Worksheet Exhibit B):
  - Is <u>NOT</u> currently a site where services are provided to homeless people at night;
  - Has capacity and sufficient space to hold, and contains tables and chairs for, the specified number of volunteers for your area;
  - Is able to maintain sufficient cellular phone service coverage and/or has Wi-Fi access points, landline telephone lines, or another comparable means of communication in the absence of sufficient mobile service signal;
  - Contains accessible restroom facilities;
  - Includes, or is adjacent to, ample free parking;
  - Is located within the Neighborhood Council's boundaries approved by LAHSA;
  - Has a confirmed Deployment Site Coordinator, who sets-up the site and directs operations during the 2016 Homeless Count (further duties are listed in paragraph C, below); and
  - Has a confirmed Deployment Site Access Provider to assist with logistics and coordinating access during the 2016 Homeless Count, either by providing all necessary keys or being present to grant access during the Count. A Deployment Site Access Provider is the contact person or persons who will be responsible for providing access to each of the designated Deployment Sites in your area on the day/evening of the training and date of the Count. (Exhibit B)
- C. Designate and provide the name, office number, cellular number and email address of the Deployment Site coordinator, who has the following responsibilities/duties:
  - Direct the operations at a volunteer Deployment Site for the date of the count, including but not limited to the set-up of the site and ensuring volunteers receive a light meal;
  - Ensure that volunteers are deployed in teams to the proper locations;
  - Track all volunteer teams to ensure that they return in a timely manner;
  - Assist volunteers by answering any questions;
  - Review all incoming tally sheets for accuracy;
  - Communicate and coordinate with the Homeless Count Regional Coordinator, SPA Leadership and LAHSA headquarters on the status of the Count at their site;
  - Coordinate the pick-up and drop-off of all 2016 Homeless Count materials with LAHSA; and





- Participate in training.
- D. Provide the name, office number, cellular number and email address for each Deployment Site Access Provider.
- E. Provide a volunteer that will coordinate with the Homeless Count Regional Coordinator and provide regular communication of the status of progress, issues and volunteer recruitment including providing volunteer lists from the volunteer management system. Depending upon deployment needs on the date of the Count, your volunteers may be deployed to conduct 2016 Homeless Count activities outside of or adjacent to your City/Community Area.
- F. Provide confirmation of geographic boundaries for your Neighborhood Council from which the actual number of census tracts to be counted will be determined by LAHSA. (EXHIBIT A)
- G. Ensure there is an unarmed security guard or police officer at each Deployment Site on the date of the Count. LAHSA will provide support for this requirement on a case by case basis.
- H. ) Provide a volunteer that ensures that each adult participating in the count signs a release and waiver (EXHIBIT D), and a parent or legal guardian of each minor volunteer (under 18 years of age) completes and signs a release and waiver (EXHIBIT E), indemnifying LAHSA and your Neighborhood Council/City of Los Angeles from any liability during their participation on the date of the Count. Minors must be as least 14 years of age.
- I. Ensure Site Coordinators and other appropriate volunteer staff attend trainings to support the successful implementation of the Count.
- J. Provide a light meal to volunteers on the date of the Count. Remember, volunteers arrive around meal time.
- K. Any and all data regarding the 2016 Homeless Count <u>MUST</u> give recognition to LAHSA.

#### II. LAHSA RESPONSBILITIES

In order to ensure a successful enumeration of homeless persons across the LA CoC, LAHSA will be responsible for providing the following:

- A. Hire a Regional Homeless Count Manager who shall be responsible for interfacing with LAHSA, managing the Homeless Count Regional Coordinators (RCs), and overseeing their execution of 2016 Homeless Count activities within each Service Planning Area (SPA).. The RC will be the designated lead within the SPA who is responsible for managing, directing and overseeing the planning, logistics, coordination and execution of 2016 Homeless Count activities;
- B. Hire a consultant to analyze the data and provide the Point-In-Time Count results for the LA CoC, including homeless subpopulation and totals by geography, as well as the production of a 2016 Homeless Count report.
- C. Train the Deployment Site Coordinators and 2016 Homeless Count and volunteers. Deployment Site Coordinators will receive training on Count preparation, data collection, safety procedures and other relevant training, as needed. Volunteers will receive training on standard enumeration and safety procedures;
- D. Provide materials necessary for a successful Count, including, but not limited to, scanned copies (PDFs) of all the documentation needed to conduct the unsheltered and sheltered Count, as well as the demographic surveys;
- E. Provide a determination of the specific census tracts that need to be counted in order to achieve a full enumeration of unsheltered homeless persons in your area. LAHSA and the Neighborhood Council must be in agreement regarding the census tracts to be counted (EXHIBIT A) prior to the execution of this MOU.
- F. Based upon the number of census tracts to be enumerated in your area, LAHSA will provide Neighborhood Councils with an estimate of the minimum number of volunteers needed to successfully complete your Count (EXHIBIT A);





- G. Based upon the number of census tracts to be counted and the geographic characteristics of your area, LAHSA will provide Neighborhood Councils with a determination of the specific number of Deployment Sites that will be needed for a successful Count (see EXHIBIT A);
- H. Provide Neighborhood Councils with a Summary Report produced by the 2016 Homeless Count, based on the successful enumeration of 100% of all census tracts.

## III. HOMELESS COUNT REGIONAL COORDINATOR RESPONSBILITIES

In order to ensure a successful enumeration of homeless persons within each participating City/Community Area, your designated Homeless Count Regional Coordinator is responsible for assisting with the following:

- A. Maintain general oversight and management support in conducting the Count, youth count, shelter count and demographic survey.
- B. Outreach and recruiting of Opt-In Participants.
- C. Collaborate with SPA stakeholders to leverage resources and coordinate logistical support prior to and during the 2016 Homeless Count, including, but not limited to, identifying potential Deployment Sites, obtaining security personnel and other relevant Count duties.
- D. Provide support with volunteer outreach, recruitment and tracking.
- E. Provide support by obtaining SPA level sponsorships.
- F. Supply materials necessary for a successful Count.
- G. Provide ongoing guidance, tools, and assistance to Site Coordinators and other relevant volunteers.

## IV. OPT-IN COMMITMENT

The execution of this MOU by the Department of Neighborhood Empowerment (EmpowerLA) on behalf of those Neighborhood Councils agreeing to participate in the 2016 Homeless Count signifies a commitment to fulfill all of the responsibilities in this MOU. Attached as Exhibit "C" is a list of Neighborhood Councils participating in the 2016 Greater Los Angeles Homeless Count.

## V. <u>RIGHT TO WITHHOLD DATA</u>

In the event that a Neighborhood Council opts out fails to fulfill its responsibilities under this MOU, LAHSA reserves the right to withhold any and all data from your Community/City Area produced by the 2016 Homeless Count.

IN WITNESS WHEREOF, the Opt-In Participant and the Los Angeles Homeless Services Authority have caused this MOU to be executed by their duly authorized representatives.





## For: DEPARTMENT OF NEIGHBORHOOD EMPOWERMENT (EmpowerLA)

By: \_\_\_\_\_ Grayce Liu, General Manager

Date:\_\_\_\_\_

## For: LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

Ву: \_\_\_\_\_

Peter Lynn, Executive Director

Date:\_\_\_\_\_





# LIST OF EXHIBITS

EXHIBIT A	Approved Census Tracts and Maps of City/Community Area
EXHIBIT B	Deployment Site Worksheet
EXHIBIT CList of Neighb	orhood Councils Participating in the 2016 Greater Los Angeles Homeless Count
EXHIBIT D	Release, Indemnity and Waiver of Liability Agreement for Adult Volunteers
EXHIBIT E	Release, Indemnity and Waiver of Liability Agreement for Youth Volunteers

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# EXHIBIT A

# APPROVED CENSUS TRACTS AND MINIMUM REQUIREMENTS

The below table lists the census tracts that have been approved for enumeration as part of the Opt-In Program:

#	Census Tract	City / Community Area	Volunteers Required (Est.)	Road Miles	
	Totals				
Other Needed Resources					

# Census tract information should be obtained by the Neighborhood Council from their Homeless Count Regional Coordinator prior to voting on participating in the Homeless Count.





# EXHIBIT B

# **DEPLOYMENT SITE WORKSHEET**

Please complete one worksheet and *provide a picture* for each 2016 Homeless Count Deployment Site.

City/Community Area		Count Date	
		Site Name	
	Location	Address	
Deployment		SPA	Site Picture Provided via
Site		Volunteer Capacity	Hard copyEmail # Volunteers
Sile			
	<b>a</b>	On-Site Parking	Off-Site Parking
	Capacities	# Tables	# Chairs
		# Tracts	Internet or Wifi Available?
			YN
	Deployment Site	Email	
	Coordinator	Work	Mobile
	Assistant Deployment Site Coordinator	Name	-
		Email	
Designated		Work	Mobile
Contacts		Name	
Contacts	Deployment Site Access Provider	Email	
	Access Provider	Work	Mobile
	Other Deployment Site Volunteer Staff	Name	
		Email	
		Work	Mobile





# EXHIBIT C

# LIST OF NEIGHBORHOOD COUNCILS PARTICIPATING

## IN THE

# 2016 GREATER LOS ANGELES HOMELESS COUNT

Neighborhood Council	Contact Name	Address	Cell Number	Email

# The Department of Neighborhood Empowerment (EmpowerLA) will complete and submit Exhibit C to LAHSA.





# EXHIBIT D

# RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR ADULT VOLUNTEERS

## I. TERMS OF PARTICIPATION IN 2016 GREATER LOS ANGELES HOMELESS COUNT

- I. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2016 Greater Los Angeles Homeless Count (2016 Homeless Count), and that I may volunteer to assist in this important community effort as set forth in this Agreement. As a 2016 Homeless Count volunteer, I also understand that my behavior and actions will be expected to be morally responsible and ethical.
- **II.** I understand and agree that my services are temporary, and therefore I will only be participating on the date(s) of January 26, 27, and/or 28, 2016 from 8:00 p.m., (unless another time has been specified) until my Street Count shift is finished (approximately between 12:00 a.m. and 2:00 a.m., unless another time is specified). I further understand that I am eligible to participate on all three consecutive dates.
- III. I understand that my involvement in the 2016 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that I may withdraw from the 2016 Homeless Count at any time without any cause or justification.
- **IV.** I understand and agree that I must complete a 30-minute training session either prior to or on the date of the Street Count as a requirement to participate in the 2016 Homeless Count.
- V. I understand and agree that I will not receive any monetary compensation for attending the 30-minute training session, nor will I receive monetary compensation for any date that I volunteer for the 2016 Homeless Count, unless I am a registered Homeless Stipend Volunteer.
- **VI.** I understand and agree that I am responsible for transportation to and from the training session and deployment sites on the specified dates and times of such events.





## II. ASSUMPTION OF RISK

I understand and agree that my participation in the 2016 homeless count as a volunteer holds inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and i hereby agree to accept all risks of injury, of any nature whatsoever.

## III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. I understand that my participation is voluntary, and as such, I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Participants from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.
- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Participants harmless from liability for any loss or claim for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to my participation in the 2016 Homeless Count.

## <u>I have carefully read and fully understand the meaning and effect of the foregoing statements, and</u> without reservations I would like to participate in the 2015 Greater Los Angeles Homeless Count.

Volunteer Name:	
	Print Name
Volunteer Signature:	
	Signature
Date of Signature:	///
	Month Day Year





# <u>EXHIBIT E</u>

# RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR YOUTH VOLUNTEERS

## I. TERMS OF PARTICIPATION IN 2015 GREATER LOS ANGELES HOMELESS COUNT

- A. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2016 Greater Los Angeles Homeless Count (2016 Homeless Count), and that my son, daughter or other minor dependent age 14 and up, may volunteer to assist in this important community effort as set forth in this Agreement. As a 2016 Homeless Count volunteer, I also understand and agree that my son's, daughter's or other dependent's behavior and actions will be expected to be morally responsible and ethical.
- **B.** I understand and agree that my son's, daughter's or other minor dependent's volunteer service will be limited to assisting with various activities within a specified Deployment site, under the supervision of the Deployment Site Coordinator, and that he or she will not participate in Street Count activities outside of the Deployment site.
- C. I understand that my son's, daughter's or other minor dependent's services are temporary, and therefore he or she will only be participating on one or more the date(s) of January 26, 27, and/or 28, 2016 from 8:00 p.m. (unless another time has been specified) until such time that may be considered "curfew" by applicable city ordinance(s).
- **D.** I understand and agree that my son's, daughter's or other minor dependent's involvement in the 2016 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that my son, daughter or other minor dependent may withdraw from the 2016 Homeless Count at any time without any cause or justification.
- E. I understand and agree that my son, daughter or other minor dependent will not receive any monetary compensation for attending the 30-minute training session, nor will he or she receive monetary compensation for any date that he or she volunteers for the 2016 Homeless Count.





F. I understand and agree that I am responsible for the transportation of my son, daughter or other minor dependent to and from the training session and deployment sites on the specified dates and times of such events.

#### II. ASSUMPTION OF RISK

I understand and agree that my son's, daughter's or other minor dependent's participation in the 2016 homeless count as a volunteer in the deployment site holds certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

#### III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- Α. I understand that my son's, daughter's or other minor dependent's participation is voluntary, and as such I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Participants from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.
- Β. I further agree to indemnify and hold LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Participants harmless from liability for any loss or claims for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to my participation in the 2016 Homeless Count.

I, the undersigned, hereby represent that I am the parent/legal guardian of the below-named youth volunteer, a person under the age of 18 years, and that I have the legal authority to execute this Release. I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I give permission to my son, daughter or other minor dependent to participate in the 2016 Homeless Count.

Youth Volunteer Name:		
	Print Name	
Parent/Guardian Name:		
	Print Name	
Parent/Guardian Signature:		
	Signature	
Date of Signature:	//	
	Dage 12 of 12	August 2015