



**Notice and Call  
of a  
Special Meeting  
of the  
Commission to End Homelessness**

A Special Meeting of the Commission to End Homelessness will convene on  
**Monday, August 12, 2019, 1:00 P.M.**

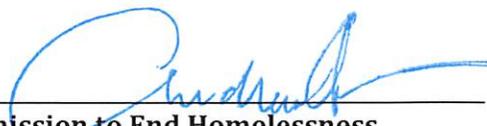
Orange County Transportation Authority  
Board Room – Conference Room 07-08  
550 South Main Street, Orange, California

The items of business to be conducted at this meeting are:

Outlined on attached agenda

Opportunity will be provided before or during the consideration of each item of business for members of the public to directly address the Commission regarding that item of business.

/s/

  
Commission to End Homelessness

Supervisor Andrew Do, Chair

# SPECIAL MEETING AGENDA

## SPECIAL MEETING COMMISSION TO END HOMELESSNESS

Monday, August 12, 2019, 1:00 P.M.



Orange County Transportation Authority  
Board Room – Conference Room 07-08  
550 South Main Street, Orange, California

### COMMISSION MEMBERSHIP

Andrew Do, First District, Board of Supervisors, Chair	Daniel Young, Business Representative, Vice Chair
Michelle Steel, Second District, Board of Supervisors	Jack Toan, Business Representative
Ken Domer, North Service Planning Area	Don Barnes, Orange County Sheriffs' Department
Scott Stiles, Central Service Planning Area	Scott Larson, Affordable Housing Development
Paul Wyatt, South Service Planning Area	Marshall Moncrief, Behavioral Health Representative
Sue Parks, Philanthropic Representative	Teresa "Tita" Smith, At Large Member
Tom Kisela, Chief of Police	Theresa Murphy, At Large Member
Randy Black, Orange County Fire Authority	Matt Bates, Continuum of Care Board Representative
Richard Afable, Hospital Representative	Jeanne Awrey, Continuum of Care Board Representative
Jim Palmer, Faith-based Community Representative	

### Executive Director

Susan Price, Director of Care Coordination

### Clerk of the Commission

Valerie Sanchez, Chief Deputy Clerk

*This special meeting agenda contains a brief general description of each item to be considered. The Commission encourages public participation. If you wish to speak on any item appearing on the special meeting agenda, please complete a Speaker Request Form and deposit it in the Speaker Form Return box located next to the Clerk prior to the reading of the item. Speaker Forms are located on the table next to the entrance doors. Except as otherwise provided by law, no action shall be taken on any item not appearing in the agenda. When addressing the Commission, please state your name for the record prior to providing your comments.*

**\*\*In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Clerk of the Board's Office 72 hours prior to the meeting at (714) 834-2206\*\***

All supporting documentation is available for public review online at:  
<http://www.ocgov.com/gov/ceo/care/commendhom> and in the office of the Clerk of the Board of Supervisors located in the Hall of Administration Building, 333 W. Santa Ana Blvd., 10 Civic Center Plaza, Room 465, Santa Ana, California 92701 during regular business hours,  
8:00 a.m. - 5:00 p.m., Monday through Friday.

# SPECIAL MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Update from the Executive Director

## **ACTION ITEMS**

5. Approve Commission to End Homelessness minutes from July 17, 2019 regular meeting
6. Approve amendments to the Commission to End Homelessness bylaws
7. Receive and file the Orange County Catholic Worker v. Orange County settlement agreement and North Service Planning Area cities settlement agreement
8. Receive and file 2019 Everyone Counts Final Report

## **DISCUSSION ITEMS**

9. Presentation on Be Well OC
10. Update from Ad Hoc Chairs

## **PUBLIC COMMENT**

*At this time members of the public may address the Commission on any matter not on the agenda but within the subject matter jurisdiction of the Commission.*

## **COMMISSIONER COMMENTS**

## **ADJOURNMENT**

**NEXT MEETING:** September 18, 2019, 9:00 A.M.

# SUMMARY ACTION MINUTES

## REGULAR MEETING COMMISSION TO END HOMELESSNESS



Wednesday, July 17, 2019, 9:00 A.M.

Orange County Transportation Authority  
Board Room – Conference Room 07-08  
550 South Main Street, Orange, California

Andrew Do, First District, Board of Supervisors, Chair	Daniel Young, Business Representative, Vice Chair
Michelle Steel, Second District, Board of Supervisors	Jack Toan, Business Representative
Ken Domer, North Service Planning Area	Don Barnes, Orange County Sheriff's Department
Scott Stiles, Central Service Planning Area	Scott Larson, Affordable Housing Development
Paul Wyatt, South Service Planning Area	Marshall Moncrief, Behavioral Health Representative
Sue Parks, Philanthropic Representative	Teresa "Tita" Smith, At Large Member
Tom Kisela, Chief of Police	Theresa Murphy, At Large Member
Randy Black, Orange County Fire Authority	Matt Bates, Continuum of Care Board Representative
Richard Afable, Hospital Representative	Jeanne Awrey, Continuum of Care Board Representative
Jim Palmer, Faith-based Community Representative	

ATTENDANCE: Commissioners Do, Young, Steel, Wyatt, Parks, Kisela, Afable, Toan, Barnes, Moncrief, Murphy, Bates and Awrey

ABSENT: Commissioners Domer, Stiles, Black, Palmer, Larson and Smith

PRESENT: EXECUTIVE DIRECTOR Susan Price, Director of Care Coordination  
CLERK OF THE COMMISSION Valerie Sanchez, Chief Deputy Clerk

1. Call to Order  
**COMMISSION CHAIR ANDREW DO CALLED THE MEETING TO ORDER AT 9:04 A.M.**
2. Pledge of Allegiance  
**COMMISSIONER TOAN LED THE PLEDGE OF ALLEGIANCE**
3. Roll Call  
**THE CLERK CALLED THE ROLL AND CONFIRMED QUORUM**

# SUMMARY ACTION MINUTES

## ACTION ITEMS (Items 4-7):

4. Approve Commission to End Homelessness minutes from May 1, 2019 regular meeting

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**APPROVED AS RECOMMENDED**

5. Make appointment to the Bridges at Kraemer Place Community Advisory Board (Continued from 5/1/19, Item 5)

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**APPROVED APPOINTMENT OF SANTA ANA MAYOR PRO TEM JUAN VILLEGAS TO THE BRIDGES AT KRAEMER PLACE COMMUNITY ADVISORY BOARD**

6. Approve creation of an ad hoc committee and identify members to review Commission to End Homelessness Bylaws

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**APPROVED CREATION OF BYLAWS AD HOC COMMITTEE WITH COMMISSIONERS DO, STEEL, LARSON, PALMER, AND DOMER AS MEMBERS**

7. Support the Marching Home to End Veteran Homelessness in Orange County strategy

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**APPROVED AS AMENDED TO REVISE PAGE 25, APPENDIX C TO ADD A LAW ENFORCEMENT REPRESENTATIVE FROM THE SHERIFF DEPARTMENT TO THE MARCHING HOME COMMITTEE**

## DISCUSSION ITEMS (Items 8-10):

8. Presentation on Integrated Services

Orange County Deputy Chief Operating Officer Lilly Simmering provided the presentation on Integrated Services

9. Presentation on Behavioral Health Services in the Community Corrections System

Sheriff Don Barnes and Dr. Chun Chiang provided the presentation on behavioral health services in the community corrections system

## SUMMARY ACTION MINUTES

### 10. Update from the Executive Director

Executive Director Susan Price provided an update on the system of care. Commissioner Young requested the housing ad hoc to meet right after Labor Day to discuss micro and specialized housing opportunities. Commissioner Do recommended law enforcement presence at the housing ad hoc meeting to provide input. Commissioner Wyatt discussed the need for supportive services with housing units. Commissioner Do discussed the County's data integration timeline and the necessary steps needed to accomplish the overall data integration system goal.

### PUBLIC COMMENTS

None

### COMMISSION MEMBER COMMENTS

Commissioner Parks – Oral Re.: Thanked Susan Price for making Marching Home a reality; the United Way's landlord incentive program and taking the next step for veterans

Commissioner Moncrief – Oral Re.: Inter-relationship between homelessness, restorative justice and mental health and need for central navigation system to tie those three pieces together to avoid fragmentation and duplicated efforts

Chair Do – Oral Re.: Over the last two years, the work that has been done is a culmination of different groups taking action to care for the community and the credit should be spread across all of those who were involved.

ADJOURNED: 10:49 A.M.

NEXT MEETING: August 12, 2019, 1:00 P.M. Special Meeting  
September 18, 2019, 9:00 A.M. Regular Meeting

# SUMMARY ACTION MINUTES

\*\*\* VOTE KEY \*\*\*

*(1st number = Moved by; 2nd number = Seconded by)*

- 1 Andrew Do
- 2 Dan Young
- 3 Michelle Steel
- 4 Ken Domer
- 5 Scott Stiles
- 6 Paul Wyatt
- 7 Sue Parks
- 8 Tom Kisela
- 9 Randy Black
- 10 Richard Afable
- 11 Jim Palmer
- 12 Jack Toan
- 13 Don Barnes
- 14 Scott Larson
- 15 Marshall Moncrief
- 16 Teresa "Tita" Smith
- 17 Theresa Murphy

A = Abstained  
X = Excused  
N = No  
C.O. = Commission Order



SUPERVISOR ANDREW DO  
*Chair*



Valerie Sanchez, Chief Deputy Clerk  
*Clerk of the Commission*

## Commission to End Homelessness

### Bylaws

#### **THE MISSION:**

“Effectively End Homelessness in Orange County.”

#### **ARTICLE I: NAME, PURPOSE AND FUNCTIONS**

A. The name of this organization shall be the Commission to End Homelessness, hereinafter referred to as “Commission.” It is established pursuant to Resolution # \_\_\_\_\_ approved by the Board of Supervisors.

1. The members of the Commission are approved by the County of Orange (hereinafter referred to as “County”) Board of Supervisors (hereinafter referred to as “BOS”) as outlined in Article II.
2. The official office location and mailing address of the Commission shall be:

c/o Executive Director, Hall of Administration, 333 W. Santa Ana Blvd., 3<sup>rd</sup> Floor, Santa Ana, CA 92701.

B. The purpose of the Commission is to:

1. Work in collaboration with County government, City governments, philanthropy, business sector, community- and faith-based organizations, and other interested stakeholders to focus on regional policy and implementation strategies, affordable housing development, data and gaps analysis, best practice research, social policy and systemic change to promote an effective response to homelessness within Orange County.
2. Act as an advisory Commission to the BOS, having no independent authority to act on matters such as legislation or lobbying.
3. Foster regional leadership that promotes resource development to address homelessness within Orange County.

C. In accordance with the County’s initiatives to end homelessness, the functions of the Commission are as follows:

1. Provide leadership and influence to ensure the implementation of the goals and strategies that address and end homelessness in the County.
2. Strengthen regional capacity and multi-city, multi-sector investments to prevent, mitigate and end homelessness.

3. Prepare and file reports as directed by the BOS, which shall be presented to the BOS at a regularly scheduled meeting and made available for public comment.
  4. Promote integration of services throughout the community that promotes both coordination and leveraging of resources that improves the countywide response to homelessness.
  5. Collaborate with the Continuum of Care (CoC) Board to:
    - i. Address gaps within the System of Care;
    - ii. Strengthen operational performance
    - iii. Ensure regional access and alignment;
    - iv. Provide expertise related to each System of Care Component in support of the CoC System Integration objectives;
    - v. Identify, secure and prioritize funding opportunities that provide system enhancements within the five components of the System of Care: Community Corrections, Behavioral Health, Healthcare, Housing, Benefits and Support Services.
- D. In the performance of its responsibilities, the Commission shall not engage nor employ any discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, State or Federal laws, regulations or ordinances.

## **ARTICLE II: APPOINTMENT AND MEMBERSHIP**

- A. Membership of the Commission is to be composed of seventeen (17) voting seats and two (2) non-voting seats. The voting members of the Commission shall be appointed by a majority vote of the BOS. The non-voting members shall be appointed by the Commission. Except as provided in paragraph B, all members of the Commission shall be residents and registered voters in the County of Orange. The membership of the Commission shall be comprised of the following categories of community stakeholders:
1. Voting Members:
    - a. One (1) individual who served, or serves, as a current City Manager or an elected official in the North Service Planning Area.
    - b. One (1) individual who served, or serves, as a City Manager or an elected official in the Central Service Planning Area.

- c. One (1) individual who served, or serves, as a City Manager or an elected official in the South Service Planning Area.
- d. One (1) philanthropic leader.
- e. Two (2) business representatives.
- f. One (1) representative of the affordable housing development industry.
- g. One (1) representative of the Orange County Sheriff-Coroner Department with knowledge of the County's Stepping Up Initiative, Integrated Services Strategy.
- h. One (1) individual who serves as the Chief of Police in an Orange County city.
- i. One (1) municipal fire department representative with an expertise in the provision of emergency medical services.
- j. One (1) hospital representative with an expertise in the local hospital emergency room treatment and discharge system.
- k. One (1) behavioral health representative with an expertise in mental health and addiction.
- l. One (1) representative of the faith based community.
- m. Two (2) members of the Board of Supervisors.
- n. Two (2) members who are at-large.

2. Non-Voting Members:

- a. Two (2) members of the Continuum of Care Board.
- B. The BOS may, if it finds that the best interests of the County will be served, waive the voter registration and residency requirement of paragraph A.
- C. The Commission shall establish a Membership Committee to recruit, evaluate, and make recommendations for appointments to the Commission to be submitted to the BOS for final approval. When evaluating Commission Members for BOS consideration and approval, the Membership Committee should render an executive level individual that is highly regarded in his/her respective field and community due to his/her knowledge, expertise, achievements, leadership, and commitment to address homelessness within Orange County. If so directed, the BOS commission members may direct the Executive Director to seek nominations from community based professional associations and committees, as appropriate to nominate for vacancy consideration.

**ARTICLE III: TERMS OF OFFICE**

- A. The voting members of the Commission shall have the following terms of office:
1. For the initial term of office, each member shall be randomly assigned a term of two years or three years. After the initial term, all members will have two-year terms; terms of office may be renewed at the discretion of the BOS. The Commission shall, at its first meeting, confirm the initial, randomly selected two and three year terms. Maximum term will be (four terms) eight years.
  2. Appointments made to fill a vacancy left by a member before the expiration of the term of that member shall be for the remaining term of that member.
  3. A member, who has not been reappointed or replaced at the expiration of his/ her term, shall serve as a member of the Commission until reappointed or replaced by the BOS.
- B. Non-voting members of the Commission shall have the following terms of office and only serve while a member of the Continuum of Care Board:
1. All non-voting members will have two-year terms; terms of office may be renewed at the discretion of the Commission. Maximum term will be (four terms) eight years.
  2. A member, who has not been reappointed or replaced at the expiration of his/ her term, shall serve as a member of the Commission until reappointed or replaced by the Commission.

**ARTICLE IV: STAFFING SUPPORT**

A minimum of one full time Executive Director with staff support from the Office of Care Coordination shall be required to support the Commission's work. The Executive Director will be responsible to facilitate an active flow of communication and coordination with the Commission. Additionally, the Executive Director will also be responsible for engaging and updating other countywide homeless service groups and other stakeholders on the progress of the Commission's efforts.

**ARTICLE V: COMMISSION OFFICERS**

- A. Commission officers shall consist of:
1. Chairperson
    - a. The Commission Chairperson shall be appointed by the majority of the Commission. The duties of the Chairperson shall be to preside at meetings, decide points of order, announce all business, entertain motions, put motions to vote, and announce vote results.
    - b. The Chairperson may call special meetings of the Commission.

- c. The Chairperson or his/her designee may represent the Commission at public functions.

## 2. Vice-Chairperson

- a. The Vice-Chairperson shall be appointed by the majority of the Commission.
- b. The Vice-Chairperson shall perform the duties of the Chairperson in his/her absence.
- c. If the Chair becomes vacant, the Vice-Chairperson shall succeed to the Chair until the Commission has appointed its replacement for the Chair.

## 3. Secretary

- a. For the purposes of the Commission, the County Clerk is the Secretary of the Commission. The County Clerk is a non-voting member of the Commission and his/her duties are to prepare all of the Commission agendas with related materials, maintain any meeting minutes in accordance with the Ralph M. Brown Act, and perform any other Commission related administrative matters.

### **ARTICLE VI: DUTIES OF MEMBERS**

- A. Members shall attend meetings of the Commission and ad hoc committees to which they are appointed. The Commission shall routinely review member attendance at the Commission and committee meetings.
- B. Commission Members shall notify the Chairperson of the Commission of any expected absence for a meeting by 5:00 PM of the day before a regularly scheduled meeting, indicating good and sufficient reasons for the absence. Such notification may be direct or through staff of the Commission.

### **ARTICLE VII: REMOVAL AND RESIGNATION OF MEMBERS**

- A. The Chairperson may recommend to the Commission the removal of any member(s) based on cause or absenteeism.
  - 1. Removal for Cause - Cause shall be defined as the member is unable effectively to represent the categorical seat to which he/she is appointed due to change of employment or status or, other reasons that substantially alters the member's qualifications which were present and considered in making the initial appointment or interfere with the individual's ability to properly function as a member of the Commission.
  - 2. Removal for Absenteeism - Members may be removed from membership of the Commission if the member is absent from more than three (3) consecutive regular Commission or standing working group meetings.

3. Removal of a member for cause or absenteeism shall require a majority vote of the Commission, a quorum being present.
  - a. Upon removal, the Executive Director or designated staff will notify the BOS within 30 days. The BOS will then nominate a new member.
- B. The BOS may, at any time and without cause, remove any Commission member from office prior to the expiration of his/her term of office by majority vote of the BOS.
- C. Resignation of Commission members shall be effected by a written letter of resignation submitted to the Chairperson of the Commission.

#### **ARTICLE VIII: AD HOC COMMITTEES**

- A. Ad Hoc Committees - The Chairperson of the Commission and CoC Board may establish ad hoc committees to provide recommendations regarding time-limited tasks that support the goals of the Commission.
  1. Ad hoc committees shall serve as a resource to assist in the functions of the CoC Board.

#### **ARTICLE IX: MEETINGS AND ACTIONS**

The Commission shall meet bi-monthly (every other month) but no less than three times per year to receive reports on progress made on each of the goal areas set forth by the County of Orange. The initial meeting shall take place once the bylaws have been approved by the BOS. As a matter of public business during the first meeting, the Commission shall set its next public meeting. All meeting agendas shall be posted and distributed no less than 72 hours prior to the meeting.

- A. The Commission shall, at its first meeting of each year, adopt a schedule of regular meetings and transmit that schedule in writing to members, the County, and the public at large.
- B. All Commission meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., as amended and held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
- C. Special meetings of the Commission may be called either by the Chairperson or at the request of a majority of Commission members.
  1. Notice of special meetings shall be delivered to members personally, by mail or electronically, and must be received no later than twenty-four hours in advance of the meeting.
  2. Said notice must state the business to be considered and whether alternative technological means may be used such as telephone or video conferencing, as technological resource availability permits and as permissible by the Ralph M. Brown Act.

D. Quorum and voting requirements for meetings are as follows:

1. Quorum requirements are as follows:
  - a. General Meetings – Quorum shall be no less than fifty percent plus one (1) of the voting Commission membership currently seated.
2. Voting Majority – Decisions and acts made by majority vote of the voting members at any duly constituted meeting shall be regarded as acts of the Commission, except as otherwise provided by these Bylaws.
  - a. Members choosing to abstain from voting on specific actions will not affect majority requirements. Abstentions are considered a “non-vote” - neither a vote in the affirmative nor in the negative. However, in order for an action to be passed, a majority of the quorum casting votes must vote in the affirmative.

For example: If, at a standing Commission meeting, six (6) voting members of the committee are present to vote, and on a particular motion, three (3) vote in the affirmative, two (2) vote in the negative, and one (1) member abstains, the motion passes.

3. Conflict of Interest – Members of the Commission and any of its committees or subcommittees shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, State and Federal laws, regulations and ordinances and shall refrain from engaging in any behavior that conflicts with the best interest of County.
  - a. Members of the Commission shall not vote nor attempt to influence any other Board member on a matter under consideration by the Commission as follows:
    - 1) Regarding the provision of services by such member (or by an entity that such member represents); or
    - 2) By providing direct financial benefit to such member or the immediate family of such member; or
    - 3) Engaging in any other activity determined by County, State or Federal law, regulations and ordinances to constitute a conflict of interest.
  - b. If a question arises as to whether a conflict exists that may prevent a member from voting, the Chairperson or designee may consult with designated County Staff to assist them in making that determination.
  - c. In order to avoid a conflict of interest or the appearance of such conflict, all nominees to become members of the Commission shall disclose on forms provided by the County information regarding their private economic interests

and shall fully comply with County, State or Federal laws, regulations and ordinances, as applicable.

- d. Neither Commission nor any of its members shall promote, directly or indirectly, any political party, political candidate or political activity using the name, emblem or any other identifier of Commission.
- e. No assets or assistance provided by County to Commission shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

#### **ARTICLE X: AUTHORITY**

- A. Parliamentary Authority – The latest available edition of Robert’s Rules of Order shall govern the meetings of Commission and its committees and subcommittees in all cases in which it is applicable and in which it is not inconsistent with these Bylaws, any special rules of order the Commission may adopt, or any applicable County, State and Federal laws, regulations and ordinances.

#### **ARTICLE XI: ADOPTION AND AMENDMENT OF BYLAWS**

- A. Adoption – Affirmative vote of at least fifty percent + 1 of those voting members, a quorum being present, shall be required to propose changes to these Bylaws.
- B. Amendments
  - 1. Any member of the Commission may propose amendments to these Bylaws.
  - 2. Proposed amendments shall be submitted in writing and made available to each member of the Commission no less than five (5) days prior to consideration before a vote can be taken.
- C. Bylaws and any amendments to the Bylaws must be approved by the Board of Supervisors.

#### **ARTICLE XII: ESTABLISHMENT AND ADOPTION OF OPERATING PROCEDURES**

The Commission will establish and adopt operating procedures pertaining to the routine business of the Commission (i.e. meeting dates, order of business, etc.).

#### **ARTICLE XIII: SEVERABILITY**

Should any part, term, portion or provision of these Bylaws be determined to be in conflict with any law, regulation or ordinance or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable and their validity shall not be affected thereby provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

## Commission to End Homelessness

### Bylaws

#### THE MISSION:

“Effectively End Homelessness in Orange County.”

#### ARTICLE I: NAME, PURPOSE AND FUNCTIONS

A. The name of this organization shall be the Commission to End Homelessness, hereinafter referred to as “Commission.” It is established pursuant to Resolution # \_\_\_\_\_ approved by the Board of Supervisors.

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B. The purpose of the Commission is to:

1. Work in collaboration with County government, City governments, ~~philanthropy, business sector, community\_ and faith\_~~-based organizations, and other interested stakeholders to focus on regional policy and implementation strategies, affordable housing development, data and gaps analysis, best practice research, social policy and systemic change to promote an effective response to homelessness within ~~the County of Orange~~ County.
2. Act as an advisory Commission to the BOS, having no independent authority to act on matters such as legislation or lobbying.
3. Foster regional leadership that promotes resource development to address homelessness within ~~the County of Orange~~ County.

C. In accordance with the County’s initiatives to end homelessness, the functions of the Commission are as follows:

1. Provide leadership and influence to ensure the implementation of the goals and strategies that address and end homelessness in the County.
2. Strengthen regional capacity and multi-city, multi-sector investments to prevent, mitigate and end homelessness.

3. Prepare and file reports as directed by the BOS, which shall be presented to the BOS at a regularly scheduled meeting, and made available for public comment.
4. Promote integration of services throughout the community that promotes both coordination and integration-leveraging of resources that improves the countywide response to homelessness.

5. Collaborate with the Continuum of Care (CoC) Board to:

- i. Address gaps within the System of Care;
- ii. Strengthen operational performances;
- iii. Ensure regional access and alignment;
- iv. Provide expertise related to each System of Care Component in support of the CoC System Integration objectives;
- v. Identify, secure and prioritize funding opportunities that provide system enhancements within the five components of the System of Care: Community Corrections, Behavioral Health, Healthcare, Housing, Benefits and Support Services.

~~5. Promote and support strategies with each of the collaborative agencies/entities to facilitate financial and political support.~~

- D. In the performance of its responsibilities, the Commission shall not engage nor employ any discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, State or Federal laws, regulations or ordinances.

## **ARTICLE II: APPOINTMENT AND MEMBERSHIP**

- A. Membership of the Commission is to be composed of seventeen (17) voting seats and two (2) non-voting seats. The voting members of the Commission shall be appointed by a majority vote of the BOS. The non-voting members shall be appointed by the Commission-Continuum of Care Board. Except as provided in paragraph B, all members of the Commission shall be residents and registered voters in the County of Orange. The membership of the Commission shall be comprised of the following categories of community stakeholders:

1. Voting Members:

- a. One (1) individual who served, or serves, as a current City Manager or an elected official in the North Service Planning Area.

- b. One (1) individual who served, or serves, as a City Manager or an elected official in the Central Service Planning Area.
- c. One (1) individual who served, or serves, as a City Manager or an elected official in the South Service Planning Area.
- d. One (1) philanthropic leader.
- e. Two (2) business representatives.
- f. One (1) representative of the affordable housing development industry.
- g. One (1) representative of the Orange County Sheriff-Coroner Department with knowledge of the County's Stepping Up Initiative, [Integrated Services Strategy](#).
- h. One (1) individual who serves as the Chief of Police in an Orange County city.
- i. One (1) municipal fire department representative with an expertise in the provision of emergency medical services.
- j. One (1) hospital representative with an expertise in the local hospital emergency room treatment and discharge system.
- k. One (1) behavioral health representative with an expertise in mental health and addiction.
- l. One (1) representative of the faith based community.
- m. Two (2) members of the Board of Supervisors.
- n. Two (2) members who are at-large.

2. Non-Voting Members:

- a. Two (2) [members of the](#) Continuum of Care Board ~~representatives~~.

B. The BOS may, if it finds that the best interests of the County will be served, waive the voter registration and residency requirement of paragraph A.

C. The Commission shall establish a Membership Committee to recruit, evaluate, and make recommendations for appointments to the Commission to be submitted to the BOS for final approval. When evaluating Commission Members for BOS consideration and approval, the Membership Committee should render an executive level individual that is highly regarded in his/her respective field and community due to his/her knowledge, expertise, achievements, leadership, and commitment to address homelessness within Orange County. If so directed, the BOS commission members may direct the Executive Director to seek nominations from

community based professional associations and committees, as appropriate to nominate for vacancy consideration.

### **ARTICLE III: TERMS OF OFFICE**

A. The voting members of the Commission shall have the following terms of office:

1. For the initial term of office, each member shall be randomly assigned a term of two years or three years. After the initial term, all members will have two-year terms; terms of office may be renewed at the discretion of the BOS. The Commission shall, at its first meeting, confirm the initial, randomly selected two and three year terms. Maximum term will be (four terms) eight years.
2. Appointments made to fill a vacancy left by a member before the expiration of the term of that member shall be for the remaining term of that member.
3. A member, who has not been reappointed or replaced at the expiration of his/ her term, shall serve as a member of the Commission until reappointed or replaced by the BOS.

B. Non-voting members of the Commission shall have the following no fixed terms of office and only serve until replaced by the while a member of the Continuum of Care Board ~~or removed by the BOS;~~

1. All non-voting members will have two-year terms; terms of office may be renewed at the discretion of the Commission. Maximum term will be (four terms) eight years.
- 4-2. A member, who has not been reappointed or replaced at the expiration of his/ her term, shall serve as a member of the Commission until reappointed or replaced by the Commission.

### **ARTICLE IV: STAFFING SUPPORT**

A minimum of one full time Executive Director with staff support from the Office of Care Coordination ~~Orange County Community Resources (OCCR)~~ shall be required to support the Commission's work. The Executive Director will be responsible to facilitate an active flow of communication and coordination with the Commission. Additionally, the Executive Director will also be responsible for engaging and updating other countywide homeless service groups and other stakeholders on the progress of the Commission's efforts.

### **ARTICLE V: COMMISSION OFFICERS**

A. Commission officers shall consist of:

1. Chairperson
  - a. The Commission Chairperson shall be appointed by the majority of the Commission. The duties of the Chairperson shall be to preside at meetings,

decide points of order, announce all business, entertain motions, put motions to vote, and announce vote results.

- b. The Chairperson may call special meetings of the Commission.
- c. The Chairperson or his/her designee may represent the Commission at public functions.

## 2. Vice-Chairperson

- a. The Vice-Chairperson shall be appointed by the majority of the Commission.
- b. The Vice-Chairperson shall perform the duties of the Chairperson in his/her absence.
- c. If the Chair becomes vacant, the Vice-Chairperson shall succeed to the Chair until the Commission has appointed its replacement for the Chair.

## 3. Secretary

- a. For the purposes of the Commission, the ~~Executive Director~~County Clerk is the Secretary of the Commission. The ~~Executive Director/Secretary~~County Clerk is a non-voting member of the Commission and his/her duties are to prepare all of the Commission agendas with related materials, maintain any meeting minutes in accordance with the Ralph M. Brown Act, and perform any other Commission related administrative matters. ~~The Executive Director/Secretary may delegate his/her duties to other individuals, upon approval of the Commission.~~

### **ARTICLE VI: DUTIES OF MEMBERS**

- A. Members shall attend meetings of the Commission and ad hoc committees to which they are appointed. The Commission shall routinely review member attendance at the Commission and committee meetings.
- B. Commission Members shall notify the Chairperson of the Commission of any expected absence for a meeting by 5:00 PM of the day before a regularly scheduled meeting, indicating good and sufficient reasons for the absence. Such notification may be direct or through staff of the Commission.

### **ARTICLE VII: REMOVAL AND RESIGNATION OF MEMBERS**

- A. The Chairperson may recommend to the Commission the removal of any member(s) based on cause or absenteeism.
  - 1. Removal for Cause - Cause shall be defined as the member is unable effectively to represent the categorical seat to which he/she is appointed due to change of employment or status or, other reasons that substantially alters the member's qualifications which were present and considered in making the initial appointment or

- interfere with the individual's ability to properly function as a member of the Commission.
2. Removal for Absenteeism - Members may be removed from membership of the Commission if the member is absent from more than three (3) consecutive regular Commission or standing working group meetings.
  3. Removal of a member for cause or absenteeism shall require a majority vote of the Commission, a quorum being present.
    - a. Upon removal, the Executive Director or designated staff will notify the BOS within 30 days. The BOS will then nominate a new member.
- B. The BOS may, at any time and without cause, remove any Commission member from office prior to the expiration of his/her term of office by majority vote of the BOS.
- C. Resignation of Commission members shall be effected by a written letter of resignation submitted to the Chairperson of the Commission.

#### **ARTICLE VIII: AD HOC COMMITTEES**

- A. Ad Hoc Committees - The Chairperson [of the Commission and CoC Board](#) may establish ad hoc committees to provide recommendations regarding time-limited tasks that support the goals of the Commission.
1. [Ad hoc committees shall serve as a resource to assist in the functions of the CoC Board.](#)

#### **ARTICLE IX: MEETINGS AND ACTIONS**

The Commission shall meet bi-monthly (every other month) but no less than three times per year to receive reports on progress made on each of the goal areas set forth by the County of Orange. The initial meeting shall take place once the bylaws have been approved by the BOS. As a matter of public business during the first meeting, the Commission shall set its next public meeting. All meeting agendas shall be posted and distributed no less than 72 hours prior to the meeting.

- A. The Commission shall, at its first meeting of each year, adopt a schedule of regular meetings and transmit that schedule in writing to members, the County, and the public at large.
- B. All Commission meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., as amended and held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
- C. Special meetings of the Commission may be called either by the Chairperson or at the request of a majority of Commission members.

1. Notice of special meetings shall be delivered to members personally, by mail or electronically, and must be received no later than twenty-four hours in advance of the meeting.
2. Said notice must state the business to be considered and whether alternative technological means may be used such as telephone or video conferencing, as technological resource availability permits and as permissible by the Ralph M. Brown Act.

D. Quorum and voting requirements for meetings are as follows:

1. Quorum requirements are as follows:
  - a. General Meetings – Quorum shall be no less than fifty percent ~~plus one+ 1~~ (1) of the voting Commission membership currently seated.
2. Voting Majority – Decisions and acts made by majority vote of the voting members at any duly constituted meeting shall be regarded as acts of the Commission, except as otherwise provided by these Bylaws.

- a. Members choosing to abstain from voting on specific actions will not affect majority requirements. Abstentions are considered a “non-vote” - neither a vote in the affirmative nor in the negative. However, in order for an action to be passed, a majority of the quorum casting votes must vote in the affirmative.

For example: If, at a standing Commission meeting, six (6) voting members of the committee are present to vote, and on a particular motion, three (3) vote in the affirmative, two (2) vote in the negative, and one (1) member abstains, the motion passes.

3. Conflict of Interest – Members of the Commission and any of its committees or subcommittees shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, State and Federal laws, regulations and ordinances and shall refrain from engaging in any behavior that conflicts with the best interest of County.
  - a. Members of the Commission shall not vote nor attempt to influence any other Board member on a matter under consideration by the Commission as follows:
    - 1) Regarding the provision of services by such member (or by an entity that such member represents); or
    - 2) By providing direct financial benefit to such member or the immediate family of such member; or
    - 3) Engaging in any other activity determined by County, State or Federal law, regulations and ordinances to constitute a conflict of interest.

- b. If a question arises as to whether a conflict exists that may prevent a member from voting, the Chairperson or designee may consult with designated County Staff to assist them in making that determination.
- c. In order to avoid a conflict of interest or the appearance of such conflict, all nominees to become members of the Commission shall disclose on forms provided by the County information regarding their private economic interests and shall fully comply with County, State or Federal laws, regulations and ordinances, as applicable.
- d. Neither Commission nor any of its members shall promote, directly or indirectly, any political party, political candidate or political activity using the name, emblem or any other identifier of Commission.
- e. No assets or assistance provided by County to Commission shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

#### **ARTICLE X: AUTHORITY**

- A. Parliamentary Authority – The latest available edition of Robert’s Rules of Order shall govern the meetings of Commission and its committees and subcommittees in all cases in which it is applicable and in which it is not inconsistent with these Bylaws, any special rules of order the Commission may adopt, or any applicable County, State and Federal laws, regulations and ordinances.

#### **ARTICLE XI: ADOPTION AND AMENDMENT OF BYLAWS**

- A. Adoption – Affirmative vote of at least fifty percent + 1 of those voting members, a quorum being present, shall be required to propose changes to these Bylaws.
- B. Amendments
  - 1. Any member of the Commission may propose amendments to these Bylaws.
  - 2. Proposed amendments shall be submitted in writing and made available to each member of the Commission no less than five (5) days prior to consideration before a vote can be taken.
- C. Bylaws and any amendments to the Bylaws must be approved by the Board of Supervisors.

#### **ARTICLE XII: ESTABLISHMENT AND ADOPTION OF OPERATING PROCEDURES**

The Commission will establish and adopt operating procedures pertaining to the routine business of the Commission (i.e. meeting dates, order of business, etc.).

#### **ARTICLE XIII: SEVERABILITY**

Should any part, term, portion or provision of these Bylaws be determined to be in conflict with any law, regulation or ordinance or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable and their validity shall not be affected thereby provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

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Attorneys for Plaintiffs

17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION  
19

20 ORANGE COUNTY CATHOLIC  
21 WORKER,

22 Plaintiffs,

23 v.

24 ORANGE COUNTY, et al.,

25 Defendants.  
26  
27  
28

CASE NO. 8:18-cv-00155 DOC (JDE)

**NOTICE OF FILING SETTLEMENT  
OF CLASS ACTION**

**Date: July 23, 2019**

**Time: 1:30 pm**

**Ctrm: 9D (Hon. David O. Carter)**



1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement (“Agreement”) is entered into by and between, on the  
3 one hand, County of Orange (“County”) and, on the other hand, the following plaintiffs:  
4

5 (1) Orange County Catholic Worker (“OCCW”) (an unincorporated association,  
6 acting by and through its designated representatives), and the following individuals, who  
7 enter into this agreement on their individual behalf, as defined herein: Lisa Bell, Melissa  
8 Fields, Gloria Shoemake, Richie Thomas, Shawn Carroll, Larry Ford, Cameron Ralston,  
9 and Kathy Schuler (collectively, “Individual OCCW Plaintiffs”) (together with OCCW,  
10 “OCCW Plaintiffs”);  
11  
12

13 (2) People’s Homeless Task Force, an unincorporated association (the “Ramirez  
14 Plaintiff”); and,  
15

16 The OCCW Plaintiffs and the Ramirez Plaintiff are collectively referred to herein  
17 as “Plaintiffs.” The parties to this Agreement are referred to herein individually as a  
18 “Party” and collectively as the “Parties.”  
19

20 **Class Certification and Notice**

21 The parties stipulate to the conditional certification for settlement purposes of a  
22 Class of Plaintiffs defined as: all current and future homeless individuals located in the  
23 Northern and Central SPA of the County. Upon final approval of the Agreement, the  
24 Class shall be certified as described above.  
25

26 Promptly upon execution of this Agreement by all parties, Plaintiffs shall apply to  
27 the Court by application and/or motion for approval of the Settlement. Plaintiffs shall  
28

1 apply to the Court for entry certifying a class pursuant to Federal Rules of Civil  
2 Procedure 23(b)(2).

3  
4 The Parties agree that the damages in this action to the individual Plaintiffs are  
5 incidental to the benefits of the structural relief provided by the Settlement. Accordingly,  
6 the Parties agree to seek an Order by the District Court that the class may be certified  
7 pursuant to F.R.Civ.P. 23(b)(2) without notice to putative class members.  
8

9 Individual plaintiffs – David Ramirez, Sharon Sweat, Stephenie Saint Vincent,  
10 Raya Ives, Derek MacArthur, Kim Gray and Erik Teasley – (“Individual Ramirez  
11 Plaintiffs”) are not considered part of this class certification and settlement agreement.  
12

13 The parties acknowledge that Individual Ramirez Plaintiffs’ damages are not included in  
14 this injunctive settlement agreement. The parties agree to negotiate Individual Ramirez  
15 Plaintiffs’ damages separate and apart from this settlement agreement.  
16

### 17 **RECITALS**

18  
19 A. WHEREAS, on January 29, 2018, OCCW Plaintiffs filed an action, entitled  
20 *Orange County Catholic Worker vs. Orange County*, United States District Court,  
21 Central District of California Case No. 8:18-cv-00155-DOC-KES (the “OC Catholic  
22 Worker Action”), against the County, the City of Anaheim, the City of Costa Mesa, and  
23 the City of Orange.  
24

25 B. WHEREAS, on March 13, 2018, the City of Santa Ana intervened in the OC  
26 Catholic Worker Action.  
27

28 C. WHEREAS, on April 26, 2018, the City of Santa Ana filed a cross-

1 complaint in the OC Catholic Worker Action against the County and all other cities in  
2 the County alleging: (1) violation of the Eighth Amendment (cruel and unusual  
3 punishment), (2) violation of the Fourteenth Amendment (equal protection), and (3)  
4 violation of the Fourteenth Amendment (due process).  
5

6 D. WHEREAS, on July 26, 2018, the OCCW Plaintiffs filed a First Amended  
7 Complaint (“OCCW FAC”), against all Defendants, which included, among other  
8 changes, added Richie Thomas as a named Plaintiff and pleaded a potential class action  
9 against the County.  
10

11 E. WHEREAS, on November 13, 2018, the OCCW Plaintiffs filed a  
12 Supplemental Complaint adding the City of Tustin as a Defendant.  
13

14 F. WHEREAS, on June 28, 2019, the OCCW Plaintiffs filed a Supplemental  
15 Complaint adding the cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La  
16 Palma, Placentia, Stanton, Villa Park and Yorba Linda as defendants.  
17

18 G. WHEREAS, the OCCW FAC as well as the Supplemental Complaint alleges  
19 that OCCW is an unincorporated association dedicated to the service and care of the  
20 poor in Orange County, and that the Individual OCCW Plaintiffs are homeless  
21 individuals residing in Orange County. The OCCW FAC alleges, inter alia, that  
22 Defendants, and each of them, have violated the Individual OCCW Plaintiffs' rights by  
23 enforcing various laws against them, including trespass, loitering, and/or anti-camping  
24 ordinances, at times when, according to OCCW Plaintiffs, there were no immediately  
25 accessible and appropriate beds available to them in Orange County. The County  
26  
27  
28

1 disputes the factual allegations and legal contentions made by OCCW Plaintiffs in the  
2 OCCW FAC and the Supplemental Complaint.

3  
4 H. WHEREAS, the OCCW FAC alleges the following claims for relief against  
5 the County: (1) violation of the Eighth and Fourteenth Amendments to the U.S.  
6 Constitution, and Article VII, sec. 17, of the California Constitution for alleged "cruel  
7 and unusual punishment"; (2) violation of the First and Fourth Amendments to the U.S.  
8 Constitution; (3) violation of the right to due process of law under the Fourteenth  
9 Amendment to the U.S. Constitution; (4) violation of Fair Housing Act, 42 U.S.C. §  
10 3604 and California Government Code §12955 et seq.; (5) violation of the 14th  
11 Amendment; Art. 1 §13; (6) violation of the Americans with Disabilities Act; (7)  
12 violation of California Civil Code § 52.1; (8) violation of California Government Code §  
13 815.6; (9) violation of California Government Code § 11135; and (10) taxpayers' and  
14 class members suit for declaratory and injunctive relief, California Code of Civil  
15 Procedure § 526a. The County disputes each of these claims for relief in their entirety,  
16 and disputes OCCW Plaintiff's underlying legal contentions and theories.

17  
18  
19  
20  
21 I. WHEREAS, on February 7, 2018, the Ramirez Plaintiffs filed an action  
22 against the County of Orange in the United State District Court, Central District of  
23 California under Case No. 2:18-cv-01027 entitled David Ramirez, Sharon Sweat,  
24 Stephenie Saint Vincent, Raya Ives, Derek Macarthur, Kim Gray, and Erik Teasley as  
25 individuals; People's Homeless Task Force, an unincorporated association vs. the  
26 County of Orange (the "Ramirez Action").  
27  
28

1           **J.**     WHEREAS, the Ramirez Action alleges, inter alia, that the Ramirez  
2 Individual Plaintiffs are homeless individuals with various disabilities who lived on the  
3 Riverbed, since their disabilities made it nearly impossible for them to live in any  
4 emergency shelter, and that the County has violated their rights by failing to provide  
5 housing, homelessness services, or programs that accommodate their disabilities. The  
6 County disputes the factual allegations and legal contentions made by the Ramirez  
7 Plaintiffs.  
8  
9

10           **K.**     WHEREAS, on March 23, 2018, the Ramirez Plaintiffs filed a FAC  
11 (“Ramirez FAC”) alleging: (1) Violations of the Americans with Disabilities Act; (2)  
12 Violations of the Americans with Disabilities Act – Intentional Discrimination; (3)  
13 Violation of Section 504 of the Rehabilitation Act of 1973; (4) Violation of Substantive  
14 Due Process; State Created Danger/Reckless Endangerment; (5) Violation of Equal  
15 Protection; (6) Violation of the Bane Act (California Civil Code § 52.1); (7) Violation of  
16 Procedural Due Process; (8) Interference with Right to Petition the Government; (9)  
17 Interference with Right to Seek and Associate With Counsel; (10) Right to Be Secure  
18 From Unreasonable Seizures; (11) Right to Due Process of Law-Seizure of Property;  
19 (12) Violation of the Fair Housing Act; (13) Violation of the Duty to Affirmatively  
20 Further Fair Housing; Violation of FEHA-Disability and Source of Income  
21 Discrimination; and, (14) Breach of Fiduciary Duty of Care. The County disputes each  
22 of these claims for relief in their entirety, and disputes Plaintiff’s underlying legal  
23 contentions and theories. The County disputes the factual allegations and legal  
24  
25  
26  
27  
28

1 contentions made by Plaintiffs in the Ramirez FAC.

2 L. WHEREAS, without admitting any wrongdoing, liability, or legal violations  
3 on the part of the County, without conceding the validity of any of Plaintiffs' legal  
4 theories or claims, and for the sole purpose of resolving the OCCW Action and the  
5 Ramirez Action and any claims relating thereto in an economic and efficient manner, the  
6 Parties now desire to enter into this Agreement on the terms set forth herein.  
7

8  
9 **TERMS**

10 **NOW, THEREFORE**, for full and valuable consideration, the sufficiency of  
11 which is hereby acknowledged, and based upon the foregoing Recitals, and the terms,  
12 conditions, covenants, and agreements herein, the Parties agree as follows:  
13

14 **1. Order Regarding Continuing Jurisdiction and Effective Date**

15  
16 Following the full execution of this Agreement by all Parties, the Parties shall file  
17 with the Court in the OC Catholic Worker Action and in the Ramirez Action proposed  
18 order(s) regarding settlement and continuing jurisdiction and incorporating the terms of  
19 this Agreement ("Order(s)"). The obligations of the Parties in the remaining sections of  
20 this Agreement, and the releases contained herein, shall become effective and operative  
21 on the date(s) on which the respective Order is fully executed in each of the cases and  
22 entered by the Court, and shall be contingent upon the Court's signing and entry of the  
23 respective Order(s) (hereinafter, the "Effective Date").  
24  
25

26 **2. Incorporation of Recitals**

27 The representations in the above-section of this Agreement, entitled "RECITALS,"  
28

1 are hereby incorporated into and made a material part of the terms and representations of  
2 this Agreement.

3  
4 **3. Definitions**

5 The following definitions of key terms used in this Agreement, are hereby  
6 incorporated into and made a material part of the terms and representation of this  
7 Agreement:  
8

- 9 a. "Clinical Assessment" is an evaluative process conducted by Specially Trained  
10 clinical personnel to evaluate and diagnose an individual's mental health  
11 condition for the purpose of developing an appropriate treatment plan and  
12 determine appropriate level of care.  
13  
14 b. "County-Controlled Properties" shall include (1) all County unincorporated  
15 areas; (2) all County-owned property; (3), County properties that the County is  
16 leasing or occupying from a third party (e.g. branch library); and (3) the  
17 channels and other facilities of the Orange County Flood Control District.  
18  
19 c. "Field Screening" is the initial contact between the client and the County or  
20 County contracted provider for the purpose of conducting a preliminary  
21 evaluation of an individual's treatment, mental health, and shelter needs.  
22  
23 d. "Homeless Services" refers to the County's emergency shelter system.  
24  
25 e. "Restricted Areas" shall include (1) Orange County Flood Control District  
26 Property; (2) John Wayne Airport Property; (3) the interior spaces of County  
27 libraries outside of the posted hours of operation; (4) custody facilities or other  
28

1 areas where in-custody subjects are taken; (5) contracted right-of-way railroad  
2 areas; (6) special use properties as approved by the Court; and (7) any County  
3 property or facilities not open to the general public.  
4

5 f. “Specially Trained” means training (in areas referenced in the ADA  
6 Compliance in Shelters section of the “Standards of Care for County Contracted  
7 Shelter Providers,” attached to this agreement as Attachment “A,”), provided to  
8 personnel working in programs or services benefitting or supporting homeless  
9 individuals enabling these personnel to recognize when a homeless person may  
10 be struggling with a mental health issues or conditions; and to sensitively  
11 communicate with homeless individuals who have mental health  
12 issues/conditions.  
13

14 g. “Standards of Care” are formal guidelines for operation and service provision  
15 by County-contracted shelter operators, and are attached to this Agreement as  
16 Attachment “A”.  
17

18 h. “System of Care personnel” shall include representatives from the County’s  
19 Health Care Agency, Orange County Community Resources or its contracted  
20 provider, Social Services Agency, County-contracted providers, or any other  
21 organization the County contracts with for outreach and engagement services.  
22 The term “System of Care Personnel” also includes OCSD staff who have been  
23 Specially Trained for interactions with the homeless population including, but  
24 not limited to, the Homeless Outreach Team, or the “HOT” team.  
25  
26  
27  
28

- 1 i. Service Planning Area (“SPA”): Refers to the designated North, Central and  
2 South geographical areas of the County as set forth in the attached SPA map,  
3 Attachment “B” to this Agreement.  
4

5 **4. Enforcement of Anti-Camping and Anti-Loitering Provisions**

6 The Orange County Sheriff’s Department (“OCSD”) shall establish the following  
7 policies and procedures relating to the enforcement of the Anti-Camping and Anti-  
8 Loitering provisions of the Orange County Codified Ordinances (“OCCO”) on County-  
9 Controlled Properties, with the exception of those County-Controlled Areas that are also  
10 “Restricted Areas,” as defined in Section 3 of this Agreement. The OCSD shall also use  
11 the following policies and procedures relating to the enforcement of the anti-camping and  
12 anti-loitering provisions of the municipal ordinances where OCSD provides contract law  
13 enforcement services and the city has met the requirements of *Martin v. Boise*.  
14  
15  
16

17 4.1 Absent exigent circumstances, any enforcement of the Anti-Camping or  
18 Anti-Loitering ordinances against a homeless person (including any of the named  
19 individual Plaintiffs) will first be preceded by contacts with System of Care personnel for  
20 a Field Screening to determine appropriate placement for the individual in question, per  
21 the procedures outlined herein.  
22  
23

24 4.2 In implementation of the above-section 4.1, prior to enforcement of Anti-  
25 Camping or Anti-Loitering ordinances against any homeless person in the County  
26 Controlled Properties, OCSD will work with Specially Trained System of Care personnel  
27 to locate and offer an appropriate shelter placement for the individual within his or her  
28

1 respective Service Planning Area (“SPA”). OCSD will not transport homeless  
2 individuals across SPAs for the purposes of shelter placement.

3  
4 4.3 To any individual who declines the offered placement, OCSD will, where  
5 feasible, give the person a warning and an opportunity to immediately relocate to a  
6 location where the person may lawfully be present before issuing a citation and/or  
7 effecting an arrest. If the individual declines the offered placement, OCSD may proceed  
8 with enforcement of the applicable Anti-Camping, Anti-Loitering or comparable  
9 ordinance in its discretion.  
10

11  
12 4.4 Restricted Areas and County Parks: If the alleged violation arises from an  
13 individual’s presence in a Restricted Area, at any time, or on park property outside of the  
14 established operational hours, and if there is no appropriate and immediately available  
15 placement for the person, OCSD will advise the individual that they may move to any  
16 public area outside the Restricted Area or park property as allowed by *Martin v. City of*  
17 *Boise*. If the individual does not then leave the Restricted Area or park property after  
18 receiving both a warning and a reasonable opportunity to gather his or her belongings,  
19 OCSD, or other applicable law enforcement agency may issue a citation or arrest the  
20 individual, as appropriate.  
21  
22

23  
24 4.5 Nothing in this Agreement constitutes an admission by the County that its  
25 current policies and procedures for enforcement of Anti-Camping or Anti-loitering  
26 ordinances and/or other laws based on an individual’s status as homeless are either (a)  
27 different than those set forth above, or (b) in any way legally inadequate, or a concession  
28

1 by Plaintiffs that it is legally adequate.

2           4.6 Except as explicitly provided in this Agreement, nothing in this agreement  
3 shall impact the authority of the OCSD to enforce any law not based on the individual's  
4 unsheltered status against a person believed to be homeless, including issuing citations  
5 and arresting the person for an alleged violation of the law.  
6

7  
8           **5. Referrals to Collaborative Courts**

9           The Parties acknowledge that the issuance of citations and arrests may create  
10 impediments to unsheltered individuals qualifying for certain public benefits and services  
11 and may also create barriers to housing and employment. OCSD agrees that when  
12 issuing a citation or making an arrest for a violation of an Anti-Camping or Anti-  
13 Loitering ordinance, OCSD shall inform the homeless person that they can request  
14 acceptance into the Collaborative Court.  
15  
16

17           **6. County Maintenance, Remediation and/or Cleaning Projects**

18           Nothing herein shall be construed to prevent the County from performing routine  
19 maintenance, remediation, or cleaning projects, as determined to be necessary by the  
20 County ("County Project"). However, the County will advise Plaintiffs' counsel when a  
21 County Project is expected to be submitted to the Board of Supervisors (or appropriate  
22 County department) for approval if said County Project is expected to result in the  
23 displacement of an unsheltered community and, if necessary, submit the proposal for the  
24 County Project to the Court's dispute resolution process pursuant to this agreement.  
25  
26  
27  
28 Nothing in this section shall preclude the County from implementing an emergency

1 project that does not allow sufficient time for the notice outlined herein. Absent exigent  
2 circumstances or an emergency, the County shall provide at least 24-hours' notice to  
3 affected homeless persons and shall provide storage, at no charge, for their personal  
4 property in an area that is accessible for individuals to reclaim their property and that is  
5 reasonably accessible for individuals with disabilities. The parties agree to meet and  
6 confer regarding the extent of the County's obligation to store essential personal property  
7 seized during such projects.  
8

9  
10 **7. Development of Standards of Care for Homeless Shelters**

11  
12 7.1. The County will adopt "Standards of Care" for its Homeless Services to  
13 ensure that program eligibility, rights and responsibilities, grievance process, ADA  
14 accommodations, and services are clearly communicated to County-contracted service  
15 providers/shelter operators and program participants. Any disputes will be submitted to  
16 the Court for resolution. All City-only and private facilities, programs or services for  
17 people experiencing homelessness that receive funding distributed through the County  
18 will be provided with the "Standards of Care" and all related notices and forms and will  
19 be required to implement the "Standards of Care," to the extent applicable, as a condition  
20 of receiving public monies.  
21  
22

23  
24 7.2. The County and Plaintiffs' counsel will develop a set of rights and  
25 responsibilities in line with best practices concerning appropriate behavior for  
26 participants in the program to be incorporated into the Standards of Care. Any disputes  
27 that arise during the Parties' meet-and-confer efforts will be submitted to the Court for  
28

1 resolution. The proposed “Standards of Care for County Contracted Shelter Providers”  
2 is attached to this Agreement as Attachment “A”.

3  
4 **8. Clinical Assessments**

5 The County will post a notice in each facility subject to this Agreement, advising  
6 of the availability of clinical assessments, and will provide such an assessment to those  
7 who request it. These clinical assessments will be made available to all homeless persons  
8 within the County of Orange who may be eligible for County-funded treatment programs  
9 and resources. When appropriate, the County will provide linkage to appropriate services  
10 and programs, through Specially Trained case managers, for those requiring higher levels  
11 of care for mental health conditions.  
12  
13

14 For participants in County programs assisting homeless individuals, each  
15 participant will be reassessed by an appropriate clinical professional, as selected by the  
16 County, prior to moving that participant to a different level of care, program, or facility.  
17

18 When conducting clinical assessments of homeless persons, the County agrees to  
19 consider and, where feasible, utilize evidence-based and trauma-informed practices,  
20 including but not limited to, the following:  
21

- 22
- 23 a. Participants reporting a history of trauma during screening should, with their  
24 consent, undergo a comprehensive mental health assessment.
  - 25 b. The participant will be provided information about the process, the treatment  
26 plan and timeline for services, as appropriate.
  - 27 c. As part of the treatment plan development, the County will endeavor to  
28

1 include participant choice, control, and collaboration in service and  
2 treatment options, recognizing the participant's strengths and skills.

3  
4 The County will negotiate in good faith with Plaintiffs' counsel regarding how to  
5 implement the assessment principles described above. Any disputes will be submitted to  
6 the Court for resolution.

7  
8 **9. ADA/Reasonable Accommodation Procedure at All Stages**

9 The County will establish a formal, uniform process whereby individuals with  
10 disabilities can request reasonable accommodations or modifications to gain equal access  
11 to facilities, programs, services, and activities. Notice of the availability of the process  
12 shall be posted in each facility and at the office of any County program, services or  
13 activities relating to individuals experiencing homelessness and resources for Homeless  
14 Services. The Parties agree to negotiate in good faith regarding the content of the  
15 County's formal, uniform processes to be established, and the Parties shall submit any  
16 disputes that arise during these meet-and-confer efforts to the Court for resolution. The  
17 Parties agree to abide by the Court's determination with respect to such submitted  
18 disputes.

19  
20  
21  
22 The County will identify an ADA Coordinator responsible for ensuring that the  
23 County's programs, services, and activities relating to individuals experiencing  
24 homelessness are ADA-compliant, including requests for reasonable accommodations  
25 and appeals of reasonable accommodation denials. The County shall provide  
26 individuals with disabilities with reasonable written notice of changes affecting their  
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1 shelter or access to services. Such changes shall include any modifications to services  
2 or the termination of services. Individuals will have a right to an appeal process if they  
3 disagree with the County's terms in the written notice subject to the Dispute Resolution  
4 Procedure to be agreed to by the parties.  
5

6 The County will designate and train an ADA Coordinator to be available for every  
7 County-run site to ensure the County's compliance with the ADA through all of the  
8 County's programs, services, and activities relating to individuals experiencing  
9 homelessness. Additionally, all staff at facilities will be trained to recognize when they  
10 need to call upon the ADA Coordinator to consider accommodations or modifications  
11 that are either requested, or that the staff reasonably understand to be needed because of a  
12 disability.  
13  
14

15  
16 **10. Due Process Protections**

17 The County will ensure appropriate due process protocols, including a timely and  
18 effective administrative appeals process, for homeless individuals being denied access  
19 to, or being terminated from, County-administered shelters. This procedure shall be  
20 included in the Standards of Care. Due process procedures may vary by the provider,  
21 program and shelter, but all such due process procedures shall comply and be otherwise  
22 consistent with local, state, and federal laws. The County, however, is not prohibited  
23 from exiting an individual immediately from a placement if a concern arises regarding  
24 the safety and/or security of the program operations.  
25  
26  
27  
28

1 The County will post notice at each facility of the legal counsel monitoring this  
2 Settlement Agreement and contact information for assistance. The parties will meet and  
3 confer on procedures for Plaintiffs' counsel to access their clients who reside in County-  
4 operated facilities subject to this Agreement. The procedures will provide that counsel  
5 shall not impact program operations.  
6

7  
8 **11. Dispute-Resolution Process**

9  
10 The Parties hereby agree that any and all disputes concerning the adequacy of any  
11 placement offered to a homeless individual pursuant to any portion of this Agreement  
12 including, but not limited to, whether the offered placement sufficiently accommodates  
13 the individual's disabilities, will be resolved via the "Dispute-Resolution Process," as  
14 defined below.  
15

16 The Court shall retain jurisdiction over the OCCW and Ramirez Actions for a  
17 period of three (3) years from the Effective Date of this Agreement (hereinafter, the  
18 "Termination Date"), for the purposes of (a) overseeing the implementation of this  
19 Agreement, and (b) implementing and presiding over the dispute-resolution process (the  
20 "Dispute-Resolution Process") to be established by the Court and to which the Parties  
21 hereby consent and agree:  
22  
23

24 11.1. Except as expressly identified in this Agreement, or as may be modified by  
25 the Court or the Parties, with the Court's consent, during the three-year period of the  
26 Court's continued jurisdiction, this Dispute Resolution Process shall apply to adjudicate  
27 any and all disputes between, on the one hand, the County and, on the other hand, any  
28

1 homeless individual or individuals who consent, at the time of requesting the Dispute  
2 Resolution Process, to be bound by said process and the provisions of this Agreement  
3 applicable to the Plaintiffs including, but not limited to, any individual Plaintiff for (a) the  
4 implementation of this Agreement, and/or (b) disputes regarding the availability or  
5 adequacy of any shelter or shelter services offered to the individual pursuant to this  
6 Agreement (collectively, the “Disputes,” and individually, a “Dispute”). Any and all  
7 Court hearings and/or mediated disputes shall be conducted in a closed setting to preserve  
8 privacy and HIPAA protections.  
9  
10

11  
12 11.2. In the event of any Dispute arising during the pendency of the Court's  
13 retained jurisdictions, the parties to that Dispute will first attempt to meet and confer  
14 informally with the other side in an effort to resolve it. In the case of a Dispute raised by  
15 one or more homeless individuals (including, but not limited to, any individual Plaintiffs)  
16 against the County or a Dispute raised by the County against one or more homeless  
17 individuals who are known to be represented by counsel of record in the Action, this  
18 attempt will at least involve (a) a communication from the party initiating the Dispute to  
19 the other side’s counsel describing in detail the Dispute and the requested remedy, and  
20 providing any evidence in their possession in relation thereto, and (b) a discussion, either  
21 in person or via telephone, seeking to resolve the Dispute. County employees, as well as  
22 the employees of the Shelter(s), shall give any affected individual notice of the Court’s  
23 Dispute-Resolution Process and the contact information for Plaintiffs’ counsel, together  
24 with a statement that Plaintiffs’ counsel may be available to assist them.  
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1 11.3. If the parties to a Dispute are unable to resolve it within two (2) court days  
2 after it is first raised informally by one of the parties to the Dispute, any party to the  
3 Dispute may request a hearing with the Court under the standards and processes to be set  
4 by the Court, and the Court will have jurisdiction to resolve that Dispute. If the Dispute  
5 involves an emergency situation that presents a threat to the immediate health and safety  
6 of an individual, the parties may seek expedited review by the Court immediately.  
7

8 11.4. Except as provided for in Section 4 hereinabove, nothing in this agreement  
9 shall impact the OCSD's right to enforce any law not based on the individual's  
10 unsheltered status against a person believed to be homeless, including issuing citations  
11 and arresting the person for an alleged violation of the law.  
12

13  
14 **12. Release and Covenant Not to Sue**  
15

16 In consideration for the terms of this Agreement, Plaintiffs, and each of them, on  
17 their own behalf, and any other individual claiming rights under this Agreement  
18 including, but not limited to, those employing the dispute resolution procedures set forth  
19 herein (the "Releasing Parties"), and except as set forth above in this Agreement, hereby  
20 release and forever discharge the County, as well as its present and former employees,  
21 agents, managers, officers, directors, Board members, attorneys, departments including  
22 the OCSD, the County's Health Care Agency and Social Services Agency and divisions  
23 or affiliated entities, whether previously or hereafter affiliated in any manner (the  
24 "Released Parties"), from and against any and all claims, demands, causes of action,  
25 obligations, damages, attorneys' fees, costs, and liabilities, arising from or relating to the  
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1 events detailed in the lawsuit of any nature whatsoever, whether or not now known,  
2 suspected, or claimed, which the Releasing Parties, and/or any of them, have at the time  
3 of signing this agreement, as against the Released Parties, or any of them, whether  
4 directly or indirectly, relating to or arising out of (a) the OC Catholic Worker and  
5 Ramirez Actions, (b) any claims raised in, or that could have been raised in, the OC  
6 Catholic Worker or Ramirez Actions, (c) the availability of homeless shelters, shelter  
7 beds, and/or other homeless accommodations in Orange County, (d) the County's alleged  
8 obligation to provide and/or fund such accommodations, and/or (e) OCSD's alleged  
9 inability to enforce any of the County's Ordinances and any law that the Releasing  
10 Parties claim criminalizes a person's homeless status, against any person because of his or  
11 her homeless status (hereinafter, the "Release Claims"), conditional upon the provisions  
12 herein.

13 **13. Waiver of California Civil Code Section 1542**

14 The Parties acknowledge that they are familiar with the provisions of California  
15 Civil Code section 1542 and, except as otherwise provided herein, expressly waive and  
16 relinquish any and all rights or benefits that they may have under said section to the  
17 fullest extent permitted by law concerning any matters relating to the Parties' Actions.

18 California Civil Code section 1542 states:

19 **A general release does not extend to claims that the creditor or releasing party  
20 does not know or suspect to exist in his or her favor at the time of executing the  
21 release and that, if known by him or her, would have materially affected his or her**

1 **settlement with the debtor or released party.**

2           The Parties declare that they understand the full nature, extent and import of  
3  
4 section 1542 of the California Civil Code and have been so advised by their attorneys.

5           The Releasing Parties, and each of them, warrant that they have made no  
6 assignment, and will make no assignment, of any claim, chose in action, right of action,  
7  
8 or any right, of any kind whatsoever, within the scope of the Released Claims, and that  
9 no other person or entity of any kind had or has any interest in any of the demands,  
10 obligations, actions, causes of action, debts, liabilities, rights, contracts, damages,  
11 attorneys' fees, costs, expenses, losses, or claims within the scope of the Released Claims.  
12

13           **14. Dismissal of the Action**

14           At the conclusion of the Court's retained jurisdiction, Plaintiffs will take all  
15 necessary actions and file all necessary documents to effectuate dismissal of the OC  
16 Catholic Worker Action with prejudice and the Ramirez Action with prejudice.  
17

18           **15. Settlement Payments and Attorneys' Fees**

19           The parties understand that the individual Plaintiffs claim damages and as a result  
20 will meet and confer in an attempt to resolve those claims. The County agrees to pay  
21 Plaintiffs' reasonable attorneys' fees. Should an agreement as to the amount of attorneys'  
22 fees not be reached by the Parties, Plaintiffs have the right to file a Motion for Attorneys'  
23 Fees in this Court in each of the actions included in this settlement. County shall not  
24 object to the motion(s) on the basis that Plaintiffs are not entitled to attorneys' fees but  
25 may object to the amount of fees claimed.  
26  
27  
28

1 Plaintiffs' counsel will be entitled to monitoring fees, upon proof of time spent, not  
2 to exceed \$ 100,000 a year during the time that the Court retains jurisdiction to review  
3 and enforce the terms of the Agreement.  
4

5 **16. Non-Admission of Liability**

6 By entering into this Agreement, neither the County nor the OCSD admits any  
7 liability, and explicitly denies any liability or wrongdoing of any kind arising out of or  
8 relating to any of the claims alleged in the Action. Nothing herein constitutes an  
9 admission by the County or the OCSD as to any interpretation of laws, or as to the merits,  
10 validity, or accuracy of any of the claims or legal contentions made against it in the  
11 Action. The County and the OCSD have entered into this Agreement solely to avoid the  
12 time, expense, and risk of continued litigation. The Parties agree that an express  
13 condition of this settlement is that there has been no finding of liability on the merits, and  
14 that this settlement and any document related to this settlement, including this Agreement  
15 and the Order, and the confidential negotiations leading up to this settlement, shall be  
16 inadmissible in evidence and shall not be used for any purpose in this or any other  
17 proceeding except in an action or proceeding to approve, interpret, or enforce the  
18 Agreement.  
19  
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24 **17. Knowing and Voluntary**

25 This Agreement is an important legal document that has been voluntarily and  
26 knowingly executed by the Parties. The Parties, and each of them, specifically represent  
27 that, prior to signing this Agreement, (a) they have each been provided a reasonable  
28

1 period of time within which to consider whether to accept this Agreement, (b) they have  
2 each carefully read and fully understand all of the provisions of this Agreement, and (c)  
3 they are voluntarily, knowingly, and without coercion entering into this Agreement based  
4 upon their own judgment. Plaintiffs, and each of them, further specifically represent that,  
5 prior to signing this Agreement, they have conferred with counsel of their choice to the  
6 extent desired concerning the legal effect of this Agreement, and that the legal effect of  
7 this Agreement has been adequately explained to them.  
8

9  
10 **18. Entire Agreement**

11  
12 This Agreement constitutes the entire agreement between the Releasing Parties, the  
13 County and the OCSD regarding the matters discussed herein and supersedes any and all  
14 other agreements, understandings, negotiations, or discussions, either oral or in writing,  
15 express or implied, between the Releasing Parties, the County, and the OCSD relating to  
16 the subject matter hereof. The Releasing Parties, the County and the OCSD each  
17 acknowledge that no representations, inducements, promises, agreements, or warranties,  
18 oral or otherwise, have been made by them, or anyone acting on their behalf, which are  
19 not embodied in the Agreement, that they have not executed this Agreement in reliance  
20 on any such representation, inducement, promise, agreement, or warranty, and that no  
21 representation, inducement, promise, agreement, or warranty not contained in this  
22 Agreement including, but not limited to, any purported supplements, modifications,  
23 waivers, or terminations of this Agreement, shall be valid or binding, unless executed in  
24 writing by all of the Parties to this Agreement. Any alteration, change, or modification of  
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26  
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1 or to this Agreement shall be made by written instrument executed by each party hereto  
2 in order to become effective.

3  
4 **19. Warranty of Authority**

5 Each individual or entity that executes this Agreement represents and warrants, in  
6 his, her, or its personal capacity, that he, she, or it is duly authorized and empowered to  
7 enter into this Agreement on behalf of the party it purports to represent.  
8

9 **20. Counterparts**

10 This Agreement may be executed in multiple counterparts, each of which shall be  
11 considered an original but all of which shall constitute one agreement.  
12

13 **21. Representation by Counsel and Understanding**

14 The Parties acknowledge that each of them has been represented in the settlement  
15 of the matter by its own counsel and represent that each of them has been fully advised  
16 of the nature of the Agreement and the possible rights and obligations released herein.  
17 The rule of construction that any ambiguities are to be resolved against the drafting party  
18 shall not be employed in the interpretation of the Agreement. The Parties further  
19 acknowledge that each of them has carefully read and fully understands all of the  
20 provisions of the Agreement, and that each of them is voluntarily entering into the  
21 Agreement.  
22  
23  
24

25 **22. No Waiver of Terms of Agreement**

26 The failure to insist upon compliance with any term, covenant or condition  
27 contained in the Agreement shall not be deemed a waiver of that term, covenant or  
28

1 condition, nor shall any waiver or relinquishment of any right or power contained in the  
2 Agreement at any one time or more times be deemed a waiver or relinquishment of any  
3 right or power at any other time or times.  
4

5 **23. Independent Legal Advice**

6 The Parties each represent, warrant, and agree that each has received independent  
7 legal advice from their respective attorneys with respect to the terms of the settlement  
8 provided for in this Agreement and with respect to the advisability of entering into this  
9 Agreement.  
10

11 **24. No Other Representation**

12 The Parties each represent, warrant, and agree that, except for the statements  
13 expressly set forth in this Agreement, each has not relied upon any statement,  
14 representation, or promise of any other party hereto in entering into this Agreement, or  
15 in making the agreements provided for in this Agreement.  
16  
17

18 **25. Modification of Agreement**

19 The enforcement terms of this Agreement may be vacated or modified, at the  
20 request of any party hereto, before the Termination Date (defined below) if: (a) the  
21 holding of *Martin v. City of Boise*, 920 F.3d 584, Case no. 15-35845 (9th Cir. April 1,  
22 2019) ("*Martin v. Boise*") is reversed or modified, or is otherwise no longer good law; or,  
23 (b) the Court determines that the number of available and appropriate shelter placements  
24 in the County of Orange warrant termination or modification of the Agreement, or (c)  
25 upon petition by the County, the Court determines that other terms of the Agreement  
26  
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28

1 have been met.

2 The parties shall meet and confer with each other concerning any modification of  
3 this Agreement or the dispute resolution process, and any continuing disagreements will  
4 ultimately be resolved by the Court.  
5

6 **26. Signatures**

7  
8 On behalf of the County of Orange:

9 DATED: July 23, 2019

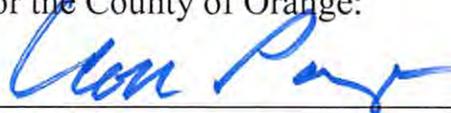
For the County of Orange:

10 

11  
12 Frank Kim  
13 County Executive Officer  
14 County of Orange

15 DATED: July 23, 2019

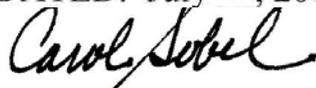
For the County of Orange:

16 

17  
18 Leon Page  
19 County Counsel  
20 County of Orange

21 Approved as to Form:

22 DATED: July <sup>23</sup>, 2019

23 

24  
25 Carol Sobel  
26 Attorney for *OCCW et al.*, Plaintiffs

27 DATED: July 23, 2019

28 

Lili Graham  
Attorney for *People's Homeless Task Force*, Plaintiff

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OCCW Plaintiffs:

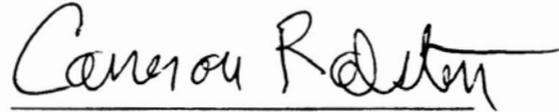


Orange County Catholic Workers  
Plaintiff

\_\_\_\_\_  
Larry Ford  
Plaintiff



Lisa Bell  
Plaintiff



\_\_\_\_\_  
Cameron Ralston  
Plaintiff



Melissa Fields  
Plaintiff



\_\_\_\_\_  
Kathy Schuler  
Plaintiff



Gloria Shoemake  
Plaintiff

*People's Homeless Task Force* Plaintiff:



Richie Thomas  
Plaintiff

\_\_\_\_\_  
Dave Duran  
People's Homeless Task Force  
Plaintiff



Shawn Carroll  
Plaintiff

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Jeanine Robbins  
People's Homeless Task Force  
Plaintiff

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*OCCW* Plaintiffs:

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Orange County Catholic Workers  
Plaintiff

\_\_\_\_\_  
Larry Ford  
Plaintiff

\_\_\_\_\_  
Lisa Bell  
Plaintiff

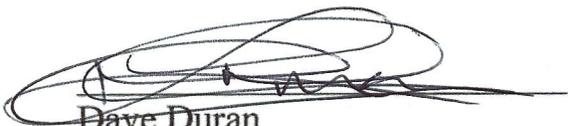
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Cameron Ralston  
Plaintiff

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Melissa Fields  
Plaintiff

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Kathy Schuler  
Plaintiff

*People's Homeless Task Force* Plaintiff:

\_\_\_\_\_  
Gloria Shoemake  
Plaintiff

  
Dave Duran  
People's Homeless Task Force  
Plaintiff

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Richie Thomas  
Plaintiff

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Jeanine Robbins  
People's Homeless Task Force  
Plaintiff

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Shawn Carroll  
Plaintiff

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*OCCW* Plaintiffs:

Orange County Catholic Workers  
Plaintiff

Larry Ford  
Plaintiff

Lisa Bell  
Plaintiff

Cameron Ralston  
Plaintiff

Melissa Fields  
Plaintiff

Kathy Schuler  
Plaintiff

*People's Homeless Task Force* Plaintiff:

Gloria Shoemake  
Plaintiff

Dave Duran  
People's Homeless Task Force  
Plaintiff

Richie Thomas  
Plaintiff

*Jeanine Robbins*  
Jeanine Robbins  
People's Homeless Task Force  
Plaintiff

Shawn Carroll  
Plaintiff

# **ATTACHMENT**

**A**

**ATTACHMENT A**

**ATTACHMENT "A"**

**STANDARDS OF CARE FOR COUNTY CONTRACTED SHELTER PROVIDERS**

The County of Orange, in its endeavor to provide care and coordination for the System of Care, agrees to adopt the following Standards of Care for its County funded or contracted shelters serving homeless participants. The Parties agree that the County is not responsible for the implementation of the Standards of Care within contracted shelter programs not funded by the County. While the County acknowledges that flexibility is an important component for this work, it also recognizes that the System of Care remains incomplete in meeting every need that presents amidst the crisis of homelessness, not just in OC but across the State, and it must rely on the broader jurisdictional partner entities to support solutions to homelessness in all three Service Planning Areas designated within the County. This regional approach requires the participation of Cities that control land use, constituents, advocates, service providers, private and public sector affiliates, state and federal contributors to also invest in solutions that expand the supportive services, sheltering and permanent housing necessary to complete a fully responsive system of care in the County of Orange.

That said, the County is committed to provide the necessary oversight of its contracted facilities, its selected providers, promoting quality assurance practices for the programs operations and remediation protocols for clients to exercise their right to due process to redress concerns that may arise in the conduct of this work.

The Standards of Care document, which is under development and open for feedback from key informant stakeholders, is designed to promote an environment that is conducive under the following governing principals:

- The Service Providers are trained, competent and equipped to effectively address the complex needs presented by those experiencing homelessness in Orange County.

- 1 • The Clients are empowered to freely enter into a voluntary service  
2 partnership whereby their right to be treated with dignity and respect is  
3 mutually shared with support services staff, assisting clients to reach their  
4 fullest potential.
- 5 • The Facilities are maintained as accessible, clean, safe, secure and vector  
6 free.
- 7 • Flaws in the relational ability to achieve our mutual objectives are inherent  
8 in this work and that processes are in place to both identify and resolve  
9 issues collectively.
- 10 • The policies and processes outlined within the Standards of Care are  
11 designed to ensure the sustainability of these governing principals.

## 12 **SHELTER STAFF TRAINING**

13 Mandatory staff training will be implemented regarding safety, compliance and  
14 quality services provisions to best address the complex needs of the clients served.  
15 Programs shall establish and document a regular process for onboarding new staff and  
16 regularly update the training completed by current staff.

17 All shelter staff shall receive training upon hire or upon request by the County to ensure  
18 competency within the following core areas:

- 19 a. Program Operations;
- 20 b. Effective interactions with participants;
- 21 c. Housing First & Low Barrier Practices;
- 22 d. Harm Reduction;
- 23 e. Trauma Informed Care, including Secondary Trauma;
- 24 f. Mental Health First Aid;
- 25 g. Non-Violent Crisis Intervention;
- 26 h. Stages of Change/Motivational Interviewing;
- 27 i. Equal Access Gender Identity Policy;
- 28 j. Emergency evacuation procedures;

- 1 k. Domestic Violence & Safety Planning;
- 2 l. CPR, First Aid/Medical Emergency, & Communicable Disease
- 3 procedures; and,
- 4 m. Cultural Responsiveness and Sensitivity

5 Certificates and other documentation that verify training attendance shall be  
6 maintained for each employee and documented in the employee's file.

7 Program staff is considered Mandated Reporters of suspected child and senior  
8 abuse and must report suspicions of child or senior abuse as required by California Law.

9 **FACILITIES: HEALTH, SAFETY AND SECURITY**

10 Existing County facilities that are designed for shelter use must meet standards  
11 outlined in HUD ESG Habitability Standards for Emergency Shelters within 18 months.  
12 A site checklist will be adopted and utilized by both providers and the County to ensure  
13 ongoing standards are met for permanent shelter facilities. Additional facility and  
14 programmatic conditions are specified below, as pertaining to Security, Health and  
15 Safety for shelter program participants:

- 16 1. Programs shall develop written policies and procedures that address  
17 universal precautions, tuberculosis control, and disease prevention, and are  
18 in compliance with Health Care Agency guidelines, which shall be  
19 available to any client.
- 20 2. Programs shall ensure that at least one staff per shift has been trained in and  
21 has an up-to-date certification for CPR and emergency first aid procedures.
- 22 3. Programs shall establish a policy and procedure for all entry and exits that  
23 includes sign in/out procedure for all participants.
- 24 4. Programs shall develop a policy and procedure for emergencies, disasters,  
25 and security, including the stockpiling of appropriate quantities of water  
26 and food rations. The plan shall include policies and procedures for:  
27 a. Reporting a fire or other emergency;
- 28

- b. Emergency evacuations, including the differences in evacuation procedures depending on the type of evacuation and exit route assignments;
- c. Assisting participants in their evacuation;
- d. Accounting for all participants and staff after evacuation;
- e. Staff performing rescue or medical duties;
- f. Deterring theft and protect participant and staff from harm; and
- g. Crisis interventions when staff are required or permitted to call 911, make a police report, or perform other non-violent interventions.
- h. Critical incident documentation and reporting standards

**SHELTER PROGRAM ORIENTATION / INTAKE CHECKLIST**

It is important that shelter providers communicate clear expectations regarding program rules and expectations with clients during the intake process. This should be done both verbally and in writing with each client, in a manner which is preferred by the client, topics will include:

Program operational hours – curfew, meals, services available etc.

Transportation / shuttle schedules

Lead staff and case management staffing structure

Shelter Policies regarding rule violations that may cause warnings vs immediate

exits:

Warnings: missed curfew, smoking in non-designated area, being in non-designated area, disrespectful language/behaviors towards staff or other residents, harassment of staff or other residents, or other behaviors that create an unsafe environment for staff or other clients in the program.

Repeated warnings for same issue could lead to exit.

Immediate exits may be for violations which cause an immediate safety issue related to:

Contraband: no drugs, no weapons in the shelter program;

1 Conduct: under the influence drugs/alcohol, physical fighting,  
2 possession of stolen property; physical assault and/or battery.

3 Client Rights and Responsibilities will be provided upon intake to highlight that  
4 the program success depends on both the client and the staff working together on  
5 progress towards goals to self-sufficiency. The Client plays a key role in maintaining  
6 open and transparent communication about needs and barriers, progress and outcomes.  
7 The staff is available to facilitate the necessary resource linkages to facilitate that  
8 progress.

9 Each client intake process will be completed within 72 hours and will include the  
10 development of an Individualized Service Plan (ISP) to outline the client's goals to reach  
11 self-sufficiency.

12 **CLIENT FEEDBACK OPPORTUNITIES:**

13 Shelter Providers will create opportunities for client feedback

14 Regular resident meetings will be conducted to discuss facility needs, program  
15 structure or suggestions about new services recommended by clients, etc.

16 Placement of Suggestion Boxes in visible places for anonymous or signed  
17 feedback to providers

18 Client feedback surveys upon exit (facilities, staffing, services ratings and open  
19 feedback)

20 Grievance forms readily available for clients to fill out and submit

21 **INTEGRATION OF COUNTY DEPARTMENTAL AND CONTRACTED**  
22 **SERVICES FOR SHELTER PROGRAMS:**

23 SSA: public benefits applications and renewals

24 HCA: Public Health Nursing assistance, Behavioral Health supports and services

25 A screening by the Behavioral Health team, or by the CHAT –  
26 H Public Health Nurse teams may also be requested or needed  
27 to identify a more appropriate level of care (medical and/or  
28 behavioral health placement). This screening is available

1 during the intake process or while the person is staying in the  
2 shelter program, in response to need which may arise at any  
3 time.

4 If the screening reveals that a clinical assessment is appropriate,  
5 HCA shall make the arrangements to have such assessment  
6 completed at the current placement facility when practicable or  
7 transport individuals as needed to a County clinic.

8 Mobile or Co-located Health services

9 Access to Collaborative Courts

10 Employment programs

11 Veteran Services

12 **CREATION OF STANDARDIZED GRIEVANCE POLICIES AND**  
13 **PROCEDURES**

14 The County will standardize Grievance Forms to be used by all contracted shelter  
15 providers, with corresponding protocols to resolve issues before they become  
16 grievances. The grievance protocols will begin at the program manager level, with  
17 escalation to the Agency Executive Director/CEO level, with notification to the County  
18 at that level. There will also be a method for program clients to submit a grievance to  
19 the County directly, as desired.

20 Behavioral Health treatment programs have formalized grievance / due process  
21 procedures which are prescribed by funding sources and are considered independent of  
22 these Shelter Program Standards of Care.

23 Shelter Programs will adhere to the development of standardized grievance  
24 procedures, which include elevation to higher authority, with timeframes for  
25 resolutions and appeals.

26 The Shelter Programs will have Agency specific protocols for Grievance Policies  
27 and Procedures, which will incorporate the standardized grievance procedures developed  
28 by the County and for which the County will require the selected providers to:

- 1 a. Submit a copy of the Agency Grievance Policies and Procedures to the
- 2 County OCCR for review and approval.
- 3 b. The approved Grievance Policies and Procedures shall be discussed with
- 4 participants during intake and copies offered to the participant.
- 5 c. Programs shall maintain documentation of the participant's signature
- 6 acknowledging that the Grievance Policies and Procedures were discussed
- 7 and offered to them or documentation that the client was unable/unwilling
- 8 to sign the acknowledgement.
- 9 d. Grievance Policies and Procedures shall be prominently displayed in
- 10 common area(s) in the facility.
- 11

12 **Grievance Policies and Procedures shall include, but are not limited to, the**  
13 **following:**

- 14 e. The identification of at least one staff and an alternate (by staff title, not
- 15 name) who are responsible for addressing all grievances. The designated
- 16 alternate shall be responsible for addressing grievances in which the
- 17 designated staff is the subject of the grievance;
- 18 f. Information about how the participant can file a grievance, including
- 19 information about how they can contact assigned staff(s) and alternate(s) to
- 20 file a grievance;
- 21 g. A timeline not to exceed 72 hours, during which the participant will
- 22 acknowledgement of the grievance being received and a timeline not to
- 23 exceed 10 business days during which the participant will receive a written
- 24 decision about the grievance that includes the factors that led to the final
- 25 determination;
- 26 h. Information about how the grievance will be reviewed, including a
- 27 discussion of what facts will be used in the review;
- 28

- 1 i. Information about the appeal process to be entered into if the participant is  
2 not in agreement with the grievance decision including the identification of  
3 at least one staff and an alternate (by staff title, not name) who are  
4 responsible for a second level review of the grievance and a timeline not to  
5 exceed 72 hours, during which the participant will receive  
6 acknowledgement of the request for a second level review of the grievance  
7 being received and a timeline not to exceed 10 business days during which  
8 the participant will receive a second level written grievance decision that  
9 includes a statement of the factors that led to the final determination;
- 10 j. Information about the appeal process to be entered into if the participant is  
11 not in agreement with the second level grievance decision that includes  
12 discussion of the client's right to contact the OCCR Director of Housing  
13 and Homeless Services for review of the programs decision, and the contact  
14 information for these entities;

15 Request for Dispute Resolution Services may be referred to:

16 Elder Law and Disability Rights Center  
17 1535 E. 17th Street  
18 Santa Ana, CA 92705  
19 Ph: (714) 617-5353  
20 Email: info@eldrcenter.org

21 If either party wishes to seek review by the Court they shall notify the chambers  
22 of Judge David O. Carter via email at: DOC\_Chambers@cacd.uscourts.gov.

23 Any hearings by the Court shall be conducted during regular business hours  
24 whenever feasible.

- 25 k. Discussion of how the confidentiality of the participant who filed a  
26 grievance and the written grievance will be ensured; and
- 27 l. Discussion of the receipt and outcome of all grievances will be documented and  
28 maintained including the date the grievance was submitted, the date the submission was  
acknowledged, the staff that addressed the grievance and the date the participant  
received the written grievance disposition.

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**ADA COMPLIANCE IN SHELTER PROGRAMS**

County agrees to designate an ADA Coordinator position that will ensure annual training for County and County Contracted shelter staff, in addition to providing regular site visits to ensure facility ADA compliance requirements under both federal and state applicable standards are addressed. The ADA Coordinator will implement the following:

- Annual checklist of ADA compliance submitted by providers to the County
- Mandatory training of shelter staff in ADA Compliance and Disability Accommodations protocol
- Provide consultation to shelter providers regarding specific disability accommodation requests

The following section outlines requirements related to ADA compliance. If a site is unable to comply with any of the following standards, programs shall document that reasonable accommodations to meet the accessibility needs of participants was addressed, and program must ensure that documentation of reasonable accommodations is filed for future monitoring by the ADA Coordinator. The parties recognize that not every facility can reasonably accommodate every disability. The County shall make every effort to accommodate disabilities where feasible and reasonable in accordance with state, and federal laws; and if a reasonable accommodation would not fundamentally change the nature of the program.

1. Facilities shall be accessible to participants with disabilities.
2. Facilities shall not have areas, in or out of the property, with broken, raised, or un-level sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
3. Entry into the facility shall be accessible to participants with limited mobility, including participants who use wheelchairs or scooters, manually-powered mobility aids such as walkers, crutches, or canes.

- 1 4. The exterior of the facility shall be accessible for participants with  
2 disabilities when approaching, entering or inside the location.
- 3 5. Programs shall provide at least one restroom with at least one stall with a  
4 five-foot turning radius.
- 5 6. All restrooms established under this section shall have handles for an  
6 individual using a mobility device to move themselves without assistance.
- 7 7. If parking is available at the facility, programs shall provide at least one  
8 ADA accessible van parking space for every 25 non-accessible parking  
9 spaces. The accessible space shall provide enough room for a van with a  
10 hydraulic side lift to go up and down without any issue.
- 11 8. All fire alarm systems and fire extinguishers shall be no more than 48  
12 inches from the ground for easy access in case of an emergency.
- 13 9. All programmatic areas shall be accessible for an individual with a mobility  
14 device.
- 15 10. Programs shall provide at least one shower accessible for those with a  
16 mobility device, regardless of gender.
- 17 11. Program sites shall provide at least one accessible roll-in shower or at least  
18 two transfer ADA shower seats.
- 19 12. Programs shall provide accessible beds for persons with mobility  
20 disabilities designed for easy transfer from a mobility device.
- 21 13. If there are common/communal areas located at the facility, they shall be  
22 accessible for all participants, including those with mobility devices.
- 23 14. If there is a dining area located in the facility, it shall be accessible for all  
24 participants, including those with mobility devices.
- 25 15. Doors within the facility shall be equipped with a handle which can be  
26 opened with a closed fist rather than a knob.
- 27 16. Accessibility postings shall be posted in plain sight in a common area of the  
28 facility.

1           17.    Language Accessibility- Shelter operators must ensure clients have access  
2                   to interpreter services if requested.

3           18.    The County shall provide a means for a shelter resident to submit a request  
4                   for an ADA accommodation for a disability and a timeline for review and  
5                   response to the request, consistent with the Dispute Resolution Process..

6   Appendix:

7   A: Standardized County Grievance Form (under development)

8   B: ESG Habitability Checklist for Emergency Shelters

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**APPENDIX A**  
to  
**Attachment A**

**Appendix A to Attachment A**

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**Appendix A**  
**Grievance Form Under Development**

**APPENDIX B**  
to  
**Attachment A**

**Appendix B to Attachment A**

## ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklists

### About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
  - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
  - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

### Minimum Standards for Emergency Shelters

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
		1. <i>Structure and materials:</i> a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents. b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and appliances.
		2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with: a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.
		3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
		4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		5. <i>Water Supply:</i> The shelter's water supply is free of contamination.
		6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.
		8. <i>Illumination and electricity:</i> a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
		9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.
		11. <i>Fire safety:</i> a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. b. All public areas of the shelter have at least one working smoke detector. c. The fire alarm system is designed for hearing-impaired residents. d. There is a second means of exiting the building in the event of fire or other emergency.
		12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.
		13. Meets additional recipient/subrecipient standards (if any).

**CERTIFICATION STATEMENT**

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: \_\_\_\_\_

ESG Subrecipient Name (if applicable): \_\_\_\_\_

Emergency Shelter Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date of review: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Approving Official Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Approving Official Name (if applicable): \_\_\_\_\_

### Minimum Standards for Permanent Housing

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> <li>a. There is a second means of exiting the building in the event of fire or other emergency.</li> <li>b. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom.</li> <li>c. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</li> <li>d. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.</li> </ol>
		11. Meets additional recipient/subrecipient standards (if any).

### CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

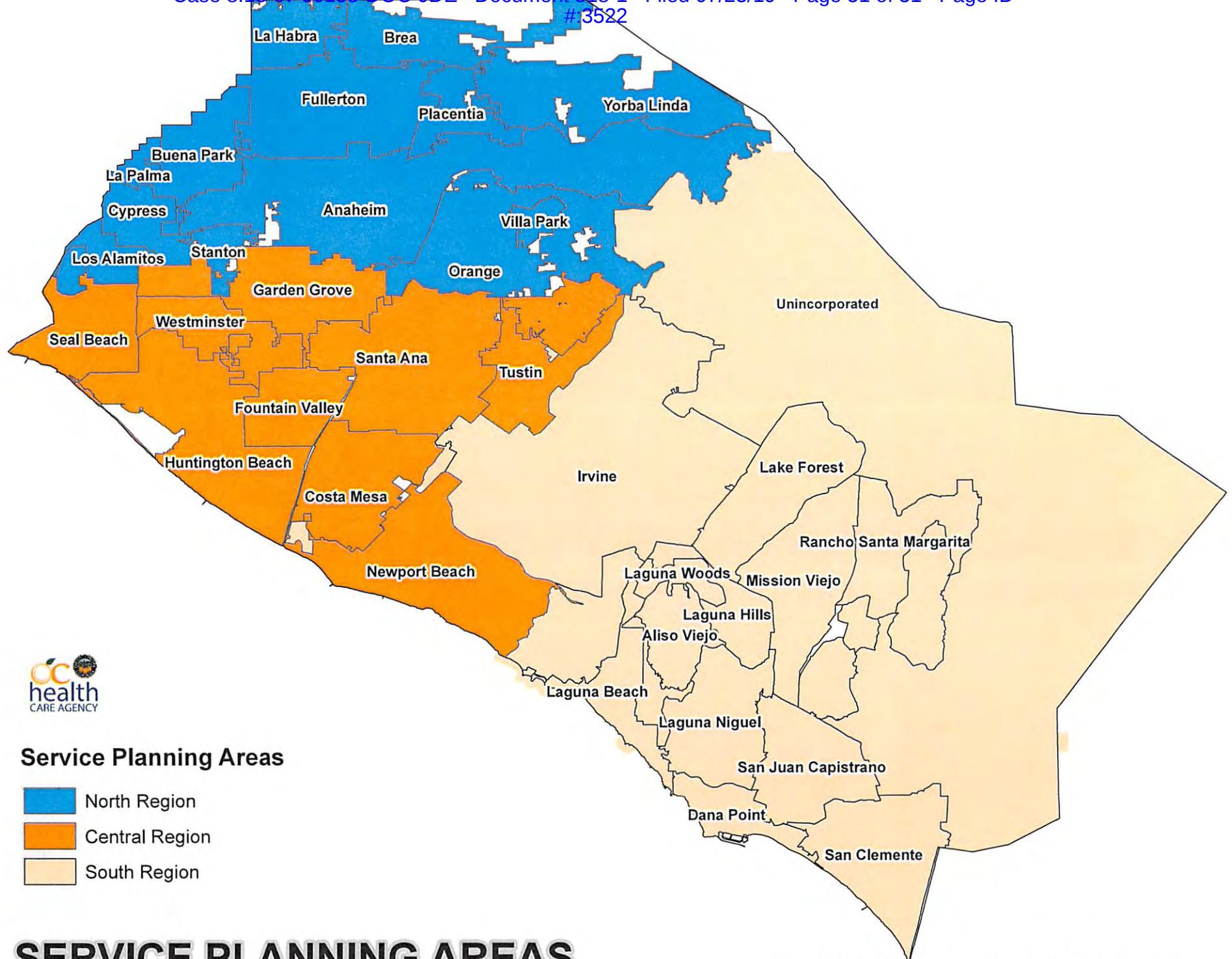
<u>COMMENTS:</u>
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ESG Recipient Name: _____	
ESG Subrecipient Name: _____	
Program Participant Name: _____	
Street Address: _____	
Apartment: _____	
City: _____	State: _____ Zip: _____
Evaluator Signature: _____	Date of review: _____
Evaluator Name: _____	
Approving Official Signature (if applicable): _____	Date: _____
Approving Official Name (if applicable): _____	

# **ATTACHMENT**

# **B**

**ATTACHMENT B**



### Service Planning Areas

- North Region
- Central Region
- South Region

# SERVICE PLANNING AREAS

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

ORANGE COUNTY CATHOLIC  
WORKER, et al.,  
  
Plaintiffs,  
  
v.  
  
ORANGE COUNTY, the CITY OF  
ANAHEIM, the CITY OF COSTA  
MESA, and the CITY OF ORANGE,  
  
Defendants.

Case No. 8:18-cv-00155 DOC (JDE)

**SETTLEMENT AGREEMENT BY  
AND BETWEEN THE CITY OF  
BREA, CITY OF BUENA PARK,  
CITY OF CYPRESS, CITY OF  
FULLERTON, CITY OF LA HABRA,  
CITY OF LA PALMA, CITY OF LOS  
ALAMITOS, CITY OF PLACENTIA,  
CITY OF STANTON, CITY OF  
VILLA PARK, AND CITY OF  
YORBA LINDA, AND ALL  
PLAINTIFFS, ON THEIR  
INDIVIDUAL BEHALF**

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between,  
on the one hand, the City of Brea, City of Buena Park, City of Cypress, City of  
Fullerton, City of La Habra, City of La Palma, City of Los Alamitos, City of

1 Placentia, City of Stanton, City of Villa Park, and City of Yorba Linda (each  
2 individually a “NORTH SPA CITY”, and collectively the “NORTH SPA  
3 CITIES”), and, on the other hand, Orange County Catholic Worker (“OCCW”) (an  
4 unincorporated association, acting by and through its designated representatives),  
5 and the following individuals, each of whom enters into this Agreement on his or  
6 her individual behalf, as defined below: Lisa Bell, Melissa Fields, Gloria  
7 Shoemake, Richie Thomas, Shawn Carroll, Larry Ford, Cameron Ralston, and  
8 Kathy Schuler (collectively, the “Individual Plaintiffs”, and together with OCCW,  
9 “Plaintiffs”). The parties to this Agreement are referred to herein individually as a  
10 “Party” and collectively as the “Parties.”

#### 11 RECITALS

12  
13 **A. WHEREAS**, on January 29, 2018, OCCW and certain of the  
14 Individual Plaintiffs (Lisa Bell, Melissa Fields, Gloria Shoemake, Shawn Carroll,  
15 Larry Ford, Cameron Ralston, and Kathy Schuler) filed this Action, entitled  
16 *Orange County Catholic Worker et al. v. Orange County et al.*, California Central  
17 District Case No. 8:18-cv-00155 (the “Action”), against the County of Orange, the  
18 City of Anaheim (“Anaheim”), the City of Costa Mesa, and the City of Orange  
19 (“Orange”) (collectively, “Defendants”).

20 **B. WHEREAS**, on July 26, 2018, all Plaintiffs filed a “First Amended  
21 Complaint” (“FAC”) in the Action, against all Defendants. Among other changes  
22 from the original complaint, the FAC added Richie Thomas as a named Plaintiff  
23 and pleaded a potential class action against the County of Orange (“County”). At  
24 the time of execution of this Agreement, the FAC is the operative complaint in the  
25 Action.

26 **C. WHEREAS**, the FAC alleges that OCCW is an unincorporated  
27 association dedicated to the service and care of the poor in the County, and that the  
28 Individual Plaintiffs are homeless individuals residing in the County. The FAC

1 alleges, *inter alia*, that Defendants, and each of them, have violated the Individual  
2 Plaintiffs' rights by enforcing various trespass, loitering, and/or anti-camping  
3 ordinances or laws against them at times when, according to Plaintiffs, there were  
4 no immediately accessible and appropriate beds available to them in the County.  
5 Defendants dispute the factual allegations and legal contentions made by Plaintiffs  
6 in the FAC.

7         **D. WHEREAS**, the FAC alleges the following claims for relief against  
8 all Defendants: (1) violation of the Eighth and Fourteenth Amendments to the U.S.  
9 Constitution (42 U.S.C. § 1983), and Article VII, section 17 of the California  
10 Constitution for alleged "cruel and unusual punishment" (First Cause of Action);  
11 (2) violation of the First and Fourth Amendments to the U.S. Constitution (42  
12 U.S.C. § 1983) (Second Cause of Action); (3) violation of the right to due process  
13 of law under the Fourteenth Amendment to the U.S. Constitution (42 U.S.C. §  
14 1983) (Third Cause of Action); (4) violation of California Civil Code section 52.1  
15 (Seventh Cause of Action); (5) violation of California Government Code section  
16 815.6 (Eighth Cause of Action); and (6) violation of California Government Code  
17 section 11135 (Ninth Cause of Action). Defendants dispute each of these claims  
18 for relief in its entirety, and disputes Plaintiffs' underlying legal contentions and  
19 theories.  
20

21         **E. WHEREAS**, Plaintiffs have informed the Court that they intend to  
22 file a Second Amended Complaint, naming the NORTH SPA CITIES as  
23 defendants in the Action.

24         **F. WHEREAS**, without admitting any wrongdoing, liability, or legal  
25 violations on the part of the NORTH SPA CITIES, without conceding the validity  
26 of any of Plaintiffs' legal theories or claims, and for the sole purpose of  
27 preemptively, economically, and efficiently resolving the Action (and any claims  
28 relating thereto) as to the NORTH SPA CITIES, the Parties now desire to enter

1 into this Agreement on the terms set forth herein.

2 **G. WHEREAS,** Anaheim is a named defendant in the Action and has  
3 entered into a separate Settlement Agreement with Plaintiffs, a copy of which is  
4 attached hereto as Exhibit “A” (“Anaheim Agreement”).

5 **H. WHEREAS,** Orange is a named defendant in the Action and has  
6 entered into a separate Settlement Agreement with Plaintiffs, a copy of which is  
7 attached hereto as Exhibit “B” (“Orange Agreement”).

8 **TERMS**

9 **NOW, THEREFORE,** for full and valuable consideration, the sufficiency  
10 of which is hereby acknowledged, and based upon the foregoing Recitals, and the  
11 terms, conditions, covenants, and agreements herein, the Parties agree as follows:

12 **1. Order re Continuing Jurisdiction, and Effective Date.** Following  
13 the full execution of this Agreement by all Parties, the Parties shall file with the  
14 Court in the Action the “[Proposed] Order re Settlement and Continuing  
15 Jurisdiction,” attached hereto as Exhibit C (the “Order”). The obligations of the  
16 Parties in the remaining sections of this Agreement, and the releases contained  
17 herein, shall become effective and operative on the date on which the Order is  
18 signed and entered by the Court (“Effective Date”), and shall be contingent upon  
19 the Court’s signing and entry of the Order.

20 **2. Incorporation of Recitals.** The representations in the above section  
21 of this Agreement, entitled “RECITALS,” are hereby incorporated into and made a  
22 material part of the terms and representations of this Agreement.

23 **3. Construction and Operation of New Centers.**

24 **3.1** The area designated by the County as the North Service  
25 Planning Area (“North SPA”) includes the territory of the NORTH SPA CITIES,  
26 the City of Orange, and the City of Anaheim.

27 **3.2** The NORTH SPA CITIES, and each of them, commit to the  
28

1 following with respect to the funding and/or expedited review of one or more new  
2 facilities to provide placements for unsheltered homeless individuals located within  
3 the North SPA:

4 **3.2.1** The NORTH SPA CITIES shall fund, obtain funding  
5 from the County for, and/or coordinate third-party funding for, the construction  
6 and initial operation of two or more feasible, temporary, low barrier homeless  
7 shelters at locations within the boundaries of the North SPA (individually a “New  
8 Center”, and collectively the “New Centers”), with an aggregate capacity of at  
9 least 200 beds. The NORTH SPA CITIES shall have complete discretion in  
10 determining which, if any, New Center projects to fund, and which New Center  
11 projects are suitably feasible, subject to any limitations set forth herein. The  
12 NORTH SPA CITIES’ funding commitment for the New Centers is for four years  
13 only, commencing on the Effective Date.  
14

15 **3.2.2** The NORTH SPA CITIES agree to expedite any  
16 necessary processing, review, approvals, and/or inspections of any New Center  
17 project selected by the NORTH SPA CITIES for funding pursuant to this  
18 Agreement, to the extent reasonably practicable and permitted by law.

19 **3.3** The NORTH SPA CITIES, in conjunction with the County,  
20 currently plan to fund two New Centers in the North SPA, with the Placentia  
21 facility having a capacity of 100 beds, and the Buena Park facility having an initial  
22 capacity of 100 beds and the potential to expand to 150 beds, if necessary. As of  
23 the Effective Date, and subject to the conditions and limitations set forth herein,  
24 the NORTH SPA CITIES anticipate the New Centers to be located and have the  
25 capacity as follows:  
26

27

New Centers	
City	New Centers & Capacity
Buena Park	100
Placentia	100

28

Total	200
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1  
2       **3.4** The NORTH SPA CITIES shall use their best efforts to ensure  
3 construction of the New Centers by the earliest practicable date, with a goal of  
4 making best efforts to complete construction and commence operations for  
5 Placentia on or before December 31, 2019 and for Buena Park on or before  
6 February 28, 2020.

7       **3.5** The NORTH SPA CITIES shall require that the New Centers  
8 be operated by referral only and be subject to the substantially similar admission  
9 requirements as the facility known as “Bridges at Kraemer Place,” located in  
10 Anaheim, as such admission requirements exist as of the Effective Date. However,  
11 referrals to the New Centers will be available to all Police enforcement  
12 organizations operating in the North SPA CITIES and including, but not limited to,  
13 the following organizations: [Please list out what organizations want to have  
14 referral authority]

15       **3.6** The NORTH SPA CITIES shall require that the New Centers  
16 be operated on a non-religious basis and in full compliance with all applicable  
17 federal and state non-discrimination laws, including but not limited to California  
18 Government Code section 11135.

19       **3.7 Sharing of North SPA Capacity.** Orange and Anaheim have  
20 previously entered into individual settlement agreements with Plaintiffs concerning  
21 the Action. As relevant here, via the Orange Agreement, Orange committed, in  
22 conjunction with the NORTH SPA CITIES and the County, to fund, or obtain  
23 third-party funding for, the construction and initial operation of two or more  
24 feasible, temporary low-barrier homeless shelters within the North SPA, with a  
25 total capacity of at least 200 beds, and a goal of making best efforts to complete  
26 construction and commence operations for Placentia on or before December 31,  
27 2019 and for Buena Park on or before February 28, 2020.  
28

1           **3.8**    The NORTH SPA CITIES commit to coordinate and  
2 implement the sharing of bed capacity provided by (i) certain shelter facilities that  
3 are currently open and operating within the North SPA (“Existing Centers”), and  
4 (ii) the New Centers.

5           **3.9**    To the extent they are required to do so by California  
6 Government Code section 65583 et. seq., or any other applicable law, the NORTH  
7 SPA CITIES agree, and currently intend, to execute a Memorandum of  
8 Understanding (“MOU”) with the County and the participating entities, setting  
9 forth the financial responsibilities of each participating entity for the development  
10 and ongoing operation of the New Centers, and the allocation of beds provided by  
11 the New Centers, the Existing Centers, (cumulatively “Navigation Centers”) to  
12 each participating entity according to its financial contribution and need.

13           **3.10** Although the Navigation Centers are not the exclusive means  
14 by which the NORTH SPA CITIES may satisfy their obligation to meet the needs  
15 of homeless individuals in the North SPA, Plaintiffs acknowledge and agree that  
16 the creation of the New Centers, or any portion thereof initially totaling 200 beds,  
17 plus the shared access to existing Navigation Centers located in the North SPA as  
18 described herein, shall satisfy the NORTH SPA CITIES’ obligations under Section  
19 3 of this Agreement and the Court’s requirement of available beds for at least 60  
20 percent of the unsheltered individuals in the North SPA.

21  
22           **4.     Enforcement of Anti-Nuisance Ordinances.**

23           **4.1**    The NORTH SPA CITIES shall establish the following policies  
24 and procedures relating to the enforcement of their trespass, loitering, anti-  
25 camping, and park closure ordinances (individually “Anti-Nuisance Ordinance”,  
26 and collectively the “Anti-Nuisance Ordinances”), or any analogous provision of  
27 local or State law, applied against homeless individuals within their respective  
28 jurisdiction:

1                   **4.1.1** Absent exigent circumstances, any enforcement of the  
2 Anti-Nuisance Ordinances against a homeless individual (including any of the  
3 named Plaintiffs) will first be preceded by contacts with Outreach and Engagement  
4 personnel to determine appropriate shelter placement for the individual in question,  
5 per the procedures outlined herein. For purposes of this Agreement, the term  
6 “Outreach and Engagement personnel” shall include representatives from the  
7 County’s Health Care Agency, City Net, Mercy House, or any other organization a  
8 NORTH SPA CITY contracts with for outreach and engagement services, and who  
9 are trained in engaging in clinical assessments of individuals with disabilities as  
10 necessary to determine an appropriate placement with a reasonable accommodation  
11 of the individual’s disability. O&E personnel may include City employees,  
12 homeless liaison and police officers, and, for NORTH SPA CITIES that contract  
13 with the Orange County Sheriff’s Department (“OCSD”), OCSD staff, provided  
14 the foregoing have been properly trained for interactions with the homeless  
15 population (collectively, “O&E personnel”).

17                   **4.1.2** In implementation of Section 4.1.1 of this Agreement, prior to  
18 enforcement of an Anti-Nuisance Ordinance against any homeless individual, the  
19 NORTH SPA CITY will first work with O&E personnel to offer an appropriate  
20 immediately available Navigation Center placement for the individual in question  
21 in the North SPA. If no such Navigation Center is available in the North SPA, but  
22 an alternative appropriate and immediately available placement within the County  
23 is identified by O&E personnel, then the NORTH SPA CITY may offer the  
24 individual placement at that facility with the consent of the individual. Such  
25 placements outside of the North SPA include, but are not limited to, countywide  
26 Behavioral Health and Healthcare placements. The NORTH SPA CITY may  
27 consider this offer an “available bed” for purposes of enforcement so long as the  
28 placement does not unreasonably impede the individual’s ability to access medical

1 appointments, outpatient programs in which the individual may be enrolled, work  
2 and other support systems in or near the North SPA. If the individual accepts the  
3 offered placement outside of the North SPA, then O&E personnel will provide  
4 transportation to the placement and will assist the individual in finding necessary  
5 transportation to and from scheduled appointments or work, including but not  
6 limited to bus passes, when such transportation is necessitated by the placement  
7 outside of the North SPA.

8           **4.1.3** If the individual declines the offered placement, the NORTH  
9 SPA CITY may proceed with enforcement of its Anti-Nuisance Ordinances in its  
10 discretion. Notwithstanding the preceding sentence, for any individual who  
11 declines the offered placement, the NORTH SPA CITY will first give the person a  
12 warning and an opportunity to immediately leave the location before engaging in  
13 citation and/or arrest. Provided the individual relocates upon warning to another  
14 location, he or she will not be cited or arrested for that violation of the Anti-  
15 Nuisance Ordinance. If the individual fails to relocate to another location as  
16 directed, then the individual may be issued a citation or, subject to the provisions  
17 of Section 6.3 and 6.4 of this Agreement, placed under custodial arrest for the  
18 violation. The NORTH SPA CITY will advise the individual of the availability of  
19 the Dispute-Resolution Process described in Section 6 of this Agreement and will  
20 provide a contact number for Plaintiffs' attorneys in the Action. If the alleged  
21 violation arises from an individual's presence in a park outside of the established  
22 operational hours of the park in the NORTH SPA CITY's municipal code, or other  
23 applicable municipal law or regulations, and if there is no appropriate and  
24 immediately available placement for that person, the NORTH SPA CITY will  
25 advise the individual of a location he or she may move to and avoid citation or  
26 arrest for a violation of the Anti-Nuisance Ordinance until an appropriate and  
27 immediately available bed is made available to the individual.  
28

1                   **4.1.4** The requirements of this Section 4.1 shall only apply  
2 until the earlier of (a) the date on which the case of *Martin v. City of Boise*, 902  
3 F.3d 1031 (9th Cir. 2018) is no longer applicable law within the jurisdiction of the  
4 Ninth Circuit, or (b) the date on which the Court finds that there are sufficient  
5 appropriate and immediately available placements for the unsheltered population in  
6 the North SPA.

7                   **4.2** The NORTH SPA CITIES shall not cite or arrest any homeless  
8 individual for violation of the law based on an alleged obstruction of public  
9 property unless that individual, either individually or in conjunction with his or her  
10 property, actually interferes with the intended use of the public property and  
11 declines to cease the interference, and declines to move the object(s) creating  
12 obstruction from the public right of way after being requested to do so.

13                   **4.3** Nothing in this Agreement constitutes an admission by the  
14 NORTH SPA CITIES that their current policies and procedures for enforcement of  
15 their Anti-Nuisance Ordinances and/or other laws based on an individual's status  
16 as homeless are either (a) different than those set forth above, or (b) in any way  
17 legally inadequate, or a concession by Plaintiffs that it is legally adequate.

18                   **4.4** Nothing in this Agreement constitutes a promise,  
19 representation, or warranty, on the part of the NORTH SPA CITIES that any  
20 number of beds will be available to any particular person(s) at any time. The lack  
21 of availability of an appropriate and immediately accessible bed for any person or  
22 persons at any time, including any of the Plaintiffs, may impact the ability of the  
23 NORTH SPA CITIES to punish a purported violation of law for camping in a  
24 public place, being in a park during non-operational hours, or loitering, based on  
25 an individual's status as homeless. However, the failure to meet the minimum  
26 number of beds set out in this Agreement for the first four years, and a failure of  
27 the NORTH SPA CITIES to meet reasonable accommodation needs, may be raised  
28

1 with this Court under the Dispute-Resolution Process set forth below.

2           **4.5** Nothing in this Agreement limits Plaintiffs or their counsel  
3 from raising facial challenges to the NORTH SPA CITIES’ Anti-Nuisance  
4 Ordinances on constitutional grounds. The NORTH SPA CITIES intend to make  
5 their best efforts to prepare and adopt a model anti-camping and anti-loitering  
6 ordinances.

7           **5.     Anti-Discrimination Laws.**

8           **5.1** Any agreement entered into by the NORTH SPA CITIES,  
9 whether directly or by an MOU with other cities and/or the County, with a  
10 privately operated Navigation Center or a private contractor to operate a public  
11 Navigation Center, will require the facility or the collective facilities subject to the  
12 agreement(s) to meet all applicable anti-discrimination laws, including but not  
13 limited to the requirements of the Americans with Disabilities Act, 42 U.S.C.  
14 section 12101 *et seq.* (the “ADA”), its associated regulations, or any other state or  
15 federal laws relating to disabilities, including but not limited to the Fair Housing  
16 Act 42 U.S.C. section 3601 *et seq.*, the Rehabilitation Act, 29 U.S.C. section 701 *et*  
17 *seq.*, and/or Government Code section 11135.

18           **5.2** The Parties hereby agree that any and all disputes concerning  
19 the adequacy of any placement offered to a homeless individual pursuant to  
20 Section 4.1 of this Agreement, including but not limited to whether the offered  
21 placement sufficiently accommodates the individual’s disabilities, will be resolved  
22 via the “Dispute-Resolution Process” set forth below. As used in this Agreement,  
23 disability is defined as 42 U.S. Code section 12102.

24           **6.     Dispute-Resolution Process.** The Court shall retain jurisdiction over  
25 the Action until the date that is four years from the Effective Date (“Termination  
26 Date”), for the purposes of (a) overseeing the implementation of this Agreement,  
27 and (b) implementing and presiding over the dispute-resolution process (the  
28

1 “Dispute-Resolution Process”), to be established by the Court and to which  
2 Plaintiffs and the NORTH SPA CITIES, hereby consent and agree:

3           **6.1** Except as expressly identified in this Agreement, or as may be  
4 modified by the Court or the Parties, with the Court’s consent, during the four-year  
5 period of the Court’s continuing jurisdiction, this Dispute-Resolution Process shall  
6 apply to adjudicate any and all disputes arising out of the appropriate housing of  
7 homeless individuals, including but not limited to disputes regarding the  
8 availability or adequacy of any Navigation Center or Navigation Center services  
9 offered to the individual pursuant to Section 4.1 of this Agreement and expressly  
10 excluding violations of law relating to conduct not arising from the individual’s  
11 homeless status (examples include but are not limited to possession of illegal  
12 substances or weapons, acts of violence, public intoxication, etc.) (collectively, the  
13 “Disputes,” and individually, a “Dispute”).  
14

15           **6.2** In the event of any Dispute, as defined above, arising during  
16 the pendency of the Court’s continuing jurisdiction, the parties to that Dispute will  
17 first attempt to meet and confer informally with the other side in an effort to  
18 resolve it. In the case of a Dispute raised by one or more homeless individuals  
19 (including but not limited to any of the Individual Plaintiffs) against a NORTH  
20 SPA CITY, or a Dispute raised by a NORTH SPA CITY against one or more  
21 homeless individuals who are known to be represented by counsel of record in the  
22 Action, this attempt will at least involve (a) a communication from the party  
23 initiating the Dispute to the other side’s counsel describing in detail the Dispute  
24 and the requested remedy, and providing any available evidence in relation thereto,  
25 and (b) a discussion, either in person or via telephone, seeking to resolve the  
26 Dispute. In the event a complaint is received by a NORTH SPA CITY or a  
27 Navigation Center from a homeless individual, the NORTH SPA CITY or the  
28 Navigation Center shall give the complaining individual notice of the Court’s

1 Dispute-Resolution Process and the contact information for Plaintiffs' counsel,  
2 together with a statement that Plaintiffs' counsel may be available to assist them.

3           **6.3** If the parties to a Dispute, as defined above, are unable to  
4 resolve it within two court days after it is first raised informally by one of the  
5 parties to the Dispute, any party to the Dispute may request a hearing with the  
6 Court under the standards and processes to be set by the Court, and the Court will  
7 have jurisdiction to resolve that Dispute. If the Dispute involves an emergency  
8 situation that presents a threat to the immediate health and safety of an individual,  
9 the parties may seek expedited review by the Court.

10           **6.4** The fact that a person has initiated the Dispute-Resolution  
11 Process shall not impact a NORTH SPA CITY's right to enforce any law against  
12 that person, including issuing citations to the person, concurrently with the  
13 Dispute-Resolution Process. However, if the individual has initiated the Dispute-  
14 Resolution Process, the NORTH SPA CITY agrees that no custodial arrest will  
15 subsequently be made for a violation of the Anti-Nuisance Ordinances and  
16 analogous laws arising from an individual's status as homeless prior to the  
17 exhaustion of the Dispute-Resolution Process with the Court pursuant to Section  
18 6.3 of this Agreement. Once the Dispute-Resolution Process has concluded  
19 regarding an issue, the NORTH SPA CITY will not be required to await  
20 exhaustion of the Dispute-Resolution Process regarding the same issue regarding  
21 that individual prior to a custodial arrest, where the individual does not comply  
22 with a warning or leave once a citation has been issued, provided the NORTH SPA  
23 CITY complies with the Court's determination of that same issue. For purposes of  
24 this Section, "same issue" refers to an issue determined by the Court in a Dispute-  
25 Resolution Process where the individual's objections, including any claim of  
26 alleged disability, physical limitations and the offered bed are substantially similar  
27 for purposes of determining whether the individual's disability or other objection is  
28

1 being reasonably accommodated. In circumstances involving citation for violation  
2 of an Anti-Nuisance Ordinance, the Court may issue an order directing the  
3 NORTH SPA CITY to stay the filing of formal charges against the homeless  
4 individual until the Dispute-Resolution Process has been completed for that  
5 Dispute. The NORTH SPA CITY agrees not to contest such a request for a brief  
6 stay of the filing of charges.

7           **6.5** In resolving any Dispute, as defined above, the Court may  
8 enforce any rights available to a party under this Agreement, subject to sufficient  
9 notice, opportunity to be heard, briefing, evidence, and other due process. The  
10 Court shall not be empowered to award damages or any other monetary relief,  
11 including but not limited to attorney’s fees, to any party as a result of any Dispute  
12 submitted to this process. Nothing in this Agreement limits the ability of any  
13 Plaintiff to seek damages in other proceedings not subject to this Agreement.

14  
15           **7.     Release and Covenant Not to Sue.**

16           **7.1** In consideration for the terms of this Agreement, Plaintiffs, and  
17 each of them, on their own behalf, and any other individual claiming rights under  
18 this Agreement, including but not limited to those employing the Dispute-  
19 Resolution Process (the “Releasing Parties”), hereby release and forever discharge  
20 the NORTH SPA CITIES, as well as their present and former employees, agents,  
21 managers, officers, directors, council members, insurance companies, attorneys,  
22 departments, and divisions or affiliated entities, whether previously or hereafter  
23 affiliated in any manner (the “Released Parties”), from and against any and all  
24 claims, demands, causes of action, obligations, damages, attorneys’ fees, costs, and  
25 liabilities, arising from or relating to the events detailed in the lawsuit of any nature  
26 whatsoever, whether or not now known, suspected, or claimed, which the  
27 Releasing Parties, and/or any of them, have, or ever may claim to have, as against  
28 the Released Parties, or any of them, whether directly or indirectly, relating to or

1 arising out of (a) the Action, (b) any claims raised in, or that could have been  
2 raised in, the Action, (c) the availability of Navigation Center, Navigation Center  
3 beds, and/or other homeless accommodations in the County, (d) the NORTH SPA  
4 CITIES' alleged obligation to provide and/or fund such accommodations, and/or  
5 (e) the NORTH SPA CITIES' alleged inability to enforce any of the Anti-Nuisance  
6 Ordinances identified herein (including but not limited to any law that the  
7 Releasing Parties claim criminalizes a person's homeless status), against any  
8 person because of his or her homeless status (hereinafter, the "Released Claims").

9  
10           **7.2** The release set forth above is a release of ALL claims,  
11 demands, causes of action, obligations, damages, and liabilities, of any nature  
12 whatsoever, and is intended to encompass all known and unknown, foreseen and  
13 unforeseen, claims that are possessed by the Releasing Parties and within the scope  
14 of the Released Claims based solely and only on the events giving rise to this  
15 Action. To effectuate the intent of the Parties, the Releasing Parties expressly agree  
16 to waive and relinquish all rights and benefits they may have under California Civil  
17 Code Section 1542, which reads as follows:

18           § 1542. [General release; extent] A general release does not extend to  
19 claims that the creditor or releasing party does not know or suspect to  
20 exist in his or her favor at the time of executing the release and that, if  
21 known by him or her, would have materially affected his or her  
22 settlement with the debtor or released party.

23           **7.3** The Releasing Parties, and each of them, warrant that they have  
24 made no assignment, and will make no assignment, of any claim, chose in action,  
25 right of action, or any right, of any kind whatsoever, within the scope of the  
26 Released Claims, and that no other person or entity of any kind had or has any  
27 interest in any of the demands, obligations, actions, causes of action, debts,  
28 liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or  
claims within the scope of the Released Claims.

8.       **Dismissal of the Action.** At the conclusion of the Court's continuing

1 jurisdiction, Plaintiffs will take all necessary actions and file all necessary  
2 documents to effectuate dismissal of the Action, with prejudice.

3 **9. Settlement Payments and Attorneys' Fees.**

4 All Parties, and all Releasing Parties, shall bear their own costs, expenses,  
5 and attorneys' fees in relation to or arising out of (a) the Action, (b) the resolution,  
6 negotiation, and settlement of the Action, including the negotiation of this  
7 Agreement, and (c) the implementation of this Agreement, including the resolution  
8 of any Dispute.

9 **10. Non-Admission of Liability.** By entering into this Agreement, the  
10 NORTH SPA CITIES admit no liability, and explicitly deny any liability or  
11 wrongdoing of any kind arising out of or relating to any of the claims alleged in the  
12 Action. Nothing herein constitutes an admission by the NORTH SPA CITIES as to  
13 any interpretation of laws, or as to the merits, validity, or accuracy of any of the  
14 claims or legal contentions made in the Action. The NORTH SPA CITIES have  
15 entered into this Agreement solely to avoid the time, expense, and risk of  
16 continued litigation. The Parties agree that an express condition of this settlement  
17 is that there has been no finding of liability on the merits, and that this settlement  
18 and any document related to this settlement, including this Agreement and the  
19 Order, and the negotiations leading up to this settlement, shall be inadmissible in  
20 evidence and shall not be used for any purpose in this or any other proceeding  
21 except in an action or proceeding to approve, interpret, or enforce the Agreement.

22 **11. Knowing and Voluntary.** This Agreement is an important legal  
23 document and, in all respects, has been voluntarily and knowingly executed by the  
24 Parties. The Parties, and each of them, specifically represent that, prior to signing  
25 this Agreement, (a) they have each been provided a reasonable period of time  
26 within which to consider whether to accept this Agreement, (b) they have each  
27 carefully read and fully understand all of the provisions of this Agreement, and (c)  
28

1 they are voluntarily, knowingly, and without coercion entering into this Agreement  
2 based upon their own judgment. Plaintiffs, and each of them, further specifically  
3 represent that, prior to signing this Agreement, they have conferred with counsel of  
4 their choice to the extent desired concerning the legal effect of this Agreement, and  
5 that the legal effect of this Agreement has been adequately explained to them.

6       **12. Entire Agreement.** This Agreement constitutes the entire agreement  
7 between Plaintiffs and the NORTH SPA CITIES regarding the matters discussed  
8 herein and supersedes any and all other agreements, understandings, negotiations,  
9 or discussions, either oral or in writing, express or implied, between Plaintiffs and  
10 the NORTH SPA CITIES relating to the subject matter hereof. Plaintiffs and the  
11 NORTH SPA CITIES each acknowledge that no representations, inducements,  
12 promises, agreements, or warranties, oral or otherwise, have been made by them,  
13 or anyone acting on their behalf, which are not embodied in this Agreement, that  
14 they have not executed this Agreement in reliance on any such representation,  
15 inducement, promise, agreement, or warranty, and that no representation,  
16 inducement, promise, agreement, or warranty not contained in this Agreement,  
17 including, but not limited to, any purported supplements, modifications, waivers,  
18 or terminations of this Agreement, shall be valid or binding, unless executed in  
19 writing by all of the Parties to this Agreement. Any alteration, change, or  
20 modification of or to this Agreement shall be made by written instrument executed  
21 by each Party in order to become effective.

22       **13. Warranty of Authority.** Each individual or entity that executes this  
23 Agreement represents and warrants, in his, her, or its personal capacity, that he,  
24 she, or it is duly authorized and empowered to enter into this Agreement on behalf  
25 of the party it purports to represent.  
26

27       **14. Counterparts.** This Agreement may be executed in multiple  
28 counterparts, each of which shall be considered an original but all of which shall

1 constitute one agreement.

2 IN WITNESS WHEREOF, this Settlement Agreement is hereby entered into  
3 and executed by the parties hereto on the dates set forth below.

4 Dated: \_\_\_\_\_, 2019

ORANGE COUNTY CATHOLIC  
5 WORKER

6 By: \_\_\_\_\_  
7

8 APPROVED AS TO FORM:  
9

10 Dated: \_\_\_\_\_, 2019

ELDER LAW AND DISABILITY  
11 RIGHTS CENTER

12  
13 By: \_\_\_\_\_  
14 Brooke Weitzman  
Attorneys for Plaintiffs

15  
16  
17 Dated: \_\_\_\_\_, 2019

LAW OFFICE OF CAROL A.  
18 SOBEL

19  
20 By: \_\_\_\_\_  
21 Carol A. Sobel  
Attorneys for Plaintiffs

22  
23  
24 [SIGNATURES FOR EACH CITY OF THE NORTH SPA TO FOLLOW]  
25  
26  
27  
28

CITY OF Brea

By: 

William Gallardo  
Name

city manager  
Title

5-8-2019  
Date

ATTEST:

  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: William Gallardo

City of: Brea

Street Address: 1 Civic Center Circle  
Brea, CA 92821

Phone: (714) 990-7711

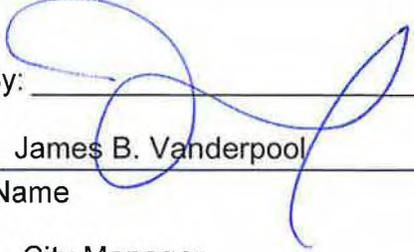
Fax: (714) 990-7258

APPROVED AS TO FORM:

  
City Attorney

SIGNED IN COUNTERPART

CITY OF Buena Park

By:   
James B. Vanderpool  
Name  
City Manager  
Title

5/14/19  
Date

ATTEST:

  
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager: James B. Vanderpool

City of: Buena Park

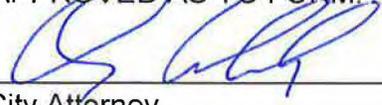
Street Address: 6650 Beach Blvd

Buena Park, CA 90622

Phone: (714) 562-3555

Fax: (714) 562-3559

APPROVED AS TO FORM:

  
City Attorney

SIGNED IN COUNTERPART

CITY OF Cypress

By 

Peter Grant  
Name

City Manager  
Title

May 14 2019  
Date

ATTEST:

  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: \_\_\_\_\_

City of: Cypress

Street Address: 5275 Orange Ave  
Cypress, CA 90630

Phone: 714 229 6680

Fax: \_\_\_\_\_

APPROVED AS TO FORM:

  
City Attorney

SIGNED IN COUNTERPART

CITY OF Fullerton

By: [Signature]  
Jesus Silva

Name

Mayor

Title

5-13-19  
Date

ATTEST:

[Signature]  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Kenneth Damer

City of: Fullerton

Street Address: 303 W. Commonwealth Avenue  
Fullerton, CA 92832

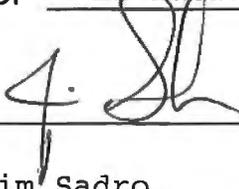
Phone: 714. 738. 6310

Fax: N/A

[Signature]  
APPROVED AS TO FORM:  
City Attorney

SIGNED IN COUNTERPART

CITY OF La Habra

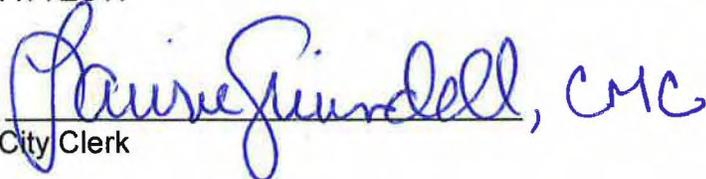
By:  \_\_\_\_\_

May 14, 2019  
Date

Jim Sadro  
Name

City Manager  
Title

ATTEST:

  
Laurie Giurdell, CMC  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Jim Sadro

City of: La Habra

Street Address: 110 E. La Habra Blvd.

La Habra, CA 90631

Phone: (562) 383-4010

Fax: (562) 383-4474

APPROVED AS TO FORM:

SIGNED IN COUNTERPART

  
\_\_\_\_\_  
City Attorney

CITY OF LA PALMA

By:  \_\_\_\_\_

May 14, 2019  
Date

Marshall Goodman  
Name

Mayor  
Title

ATTEST:

 \_\_\_\_\_  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Laurie Murray

City of: La Palma

Street Address: 7822 Walker Street  
La Palma, CA 90623

Phone: 714-690-3334

Fax: 714-690-3346

APPROVED AS TO FORM:

SIGNED IN COUNTERPART

\_\_\_\_\_  
Emily Webb, City Attorney

CITY OF LA PALMA

By: \_\_\_\_\_

May 14, 2019  
Date

Marshall Goodman  
Name

Mayor  
Title

ATTEST:

\_\_\_\_\_  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Laurie Murray

City of: La Palma

Street Address: 7822 Walker Street  
La Palma, CA 90623

Phone: 714-690-3334

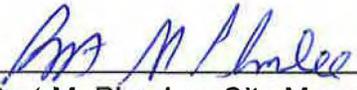
Fax: 714-690-3346

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Emily Webb, City Attorney

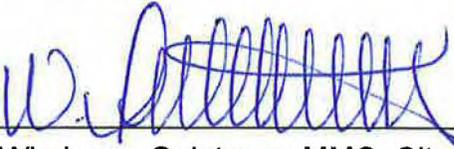
SIGNED IN COUNTERPART

CITY OF Los Alamitos

  
Bret M. Plumlee, City Manager

5/14/19  
Date

ATTEST:

  
Windmera Quintanar, MMC, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Bret M. Plumlee

City of: Los Alamitos

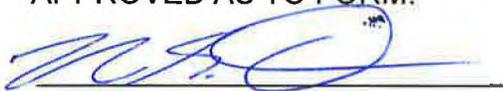
Street Address: 3191 Katella Ave.

Los Alamitos, CA 90720

Phone: (562) 431-3538

Fax: (562) 493-1255

APPROVED AS TO FORM:

  
Michael S. Daudt, City Attorney

SIGNED IN COUNTERPART

CITY OF Placentia

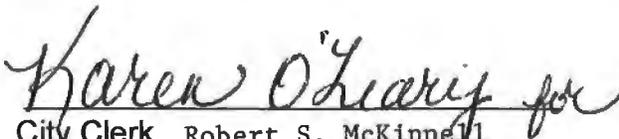
By: 

Date 05/21/19

Damien R. Arrula  
Name

City Administrator  
Title

ATTEST:

  
City Clerk, Robert S. McKinney



NOTICE TO CITY TO BE GIVEN TO:

City Manager: Damien R. Arrula

City of: Placentia

Street Address: 401 E. Chasman Ave.

Placentia, CA 92870

Phone: (714) 993-8171

Fax: (714) 961-0283

APPROVED AS TO FORM:

  
City Attorney

SIGNED IN COUNTERPART

North Specific Planning Area Settlement Agreement Signature Page (Stanton)

CITY OF STANTON

By: David J. Shawver  
David J. Shawver  
Name

Date May 14, 2019

Mayor  
Title

ATTEST:  
[Signature]  
City Clerk  


NOTICE TO CITY TO BE GIVEN TO:

City Manager: Jarad L. Hildenbrand

City of: Stanton

Street Address: 7800 Katella Avenue

Stanton, CA 90680

Phone: (714) 890-4277

Fax: (714) 890-1443

APPROVED AS TO FORM:  
[Signature]  
City Attorney

SIGNED IN COUNTERPART



CITY OF Villa Park

By: [Signature]

Date May 14, 2019

Steve Franks  
Name

City Manager  
Title

ATTEST:

[Signature]  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Steve Franks

City of: Villa Park

Street Address: 17855 Santiago  
Villa Park, CA 92861

Phone: (714) 998-1500

Fax: (714) 998-1508

APPROVED AS TO FORM:

[Signature]  
City Attorney

SIGNED IN COUNTERPART

CITY OF YORBA LINDA

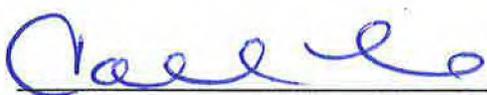
By: 

05-15-2019  
Date

MARK PULONE  
Name

CITY MANAGER  
Title

ATTEST:

  
City Clerk ~~Deputy City Clerk~~  
for

NOTICE TO CITY TO BE GIVEN TO:

City Manager: \_\_\_\_\_

City of: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_, CA \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

APPROVED AS TO FORM:

SIGNED IN COUNTERPART

  
City Attorney

## **EXHIBIT A**



1 one or more new homeless shelters within its boundaries:

2           **2.1** Anaheim shall fund, and/or coordinate third-party funding for,  
3 the construction and initial operation, as solely agreed to by Anaheim and the  
4 operator(s), of one or more temporary, low-barrier homeless shelters within its  
5 boundaries (collectively, the “Shelters,” and individually a “Shelter”), with a total  
6 capacity of at least 325 beds. Anaheim’s funding commitment for the Shelters is for  
7 two years only, commencing on the Effective Date.

8           **2.2** Anaheim shall use its best efforts to ensure construction of the  
9 325 Shelter beds by the earliest practicable date, with a goal of completing  
10 construction of the 325 beds by January 2019.

11           **2.3** Any agreement between Anaheim and any other entity  
12 regarding the provision of funding for a Shelter by Anaheim shall include a term  
13 requiring the entity receiving the funding to comply with any applicable anti-  
14 discrimination laws, including but not limited to any applicable laws prohibiting  
15 discrimination on the basis of a disability, and to provide a reasonable  
16 accommodation of the disabilities of any Shelter occupants as required by law.

17           **2.4** Nothing contained in this Agreement will cause Anaheim to be  
18 deemed or considered to be (a) a tenant of all of any portion of a Shelter site, (b) in  
19 control of all or any portion of any Shelter site, or of any operations, development,  
20 or construction thereon, or (c) an occupant or owner of all of any portion of a  
21 Shelter site, or any structures or facilities thereon.

22           **3. Enforcement Against Homeless Individuals**

23           **3.1** On all Anaheim properties (other than the specific properties  
24 exempted in Section 3.3 below), Anaheim will lead the contact of those indigent  
25 homeless individuals inhabiting areas open to the public with outreach and  
26 engagement personnel. For purposes of this Agreement, the term “outreach and  
27 engagement personnel” shall include County Outreach and Engagement personnel,  
28 City personnel, and/or representatives from CityNet or any other organization(s)

1 with which Anaheim has contracted for such services and who are qualified to  
2 conduct appropriate assessments of individuals with disabilities (collectively,  
3 “O&E personnel”).

4           **3.2** O&E personnel will determine appropriate placements for the  
5 indigent homeless persons and the availability of said placements. Disputes over an  
6 appropriate placement will be subject to the policies and procedures outlined in this  
7 Agreement. Absent exigent circumstances, after engagement by O&E personnel, an  
8 indigent homeless person will be given a warning of the alleged violation and  
9 notice (of at least 24 hours) of their service and shelter options. After an offer of  
10 appropriate placement, a warning, and a notice of the need to relocate, and an  
11 opportunity to accept the placement or voluntarily relocate, Anaheim may utilize  
12 criminal law, including any applicable Anaheim ordinances, to effect the person’s  
13 removal. In the event the homeless person declines the offered placement, Anaheim  
14 will advise the person of the availability of the notice-and-grievance process  
15 enacted by the Court as discussed below and provide the person with the contact  
16 information for Plaintiffs’ attorneys in the Action, Brooke Weitzman and Carol  
17 Sobel.

18           **3.3** The procedures set forth in this Section 3 shall not apply to the  
19 enforcement of criminal laws and/or Anaheim ordinances on (1) currently lockable,  
20 gated, and fenced Anaheim park facilities with noticed hours of operation, (2)  
21 Anaheim libraries during closed hours of operation, or (3) other special-use  
22 properties as agreed upon by the Parties. In such locations, indigent homeless  
23 persons shall have and enjoy the same right of access (and shall be subject to the  
24 same rules of conduct) as other members of the public, and Anaheim shall, where  
25 feasible, provide indigent homeless persons a warning and an opportunity to vacate  
26 the area, before issuing a citation or effecting an arrest. On any property where  
27 Anaheim and the County have dual enforcement authority, County restrictions on  
28 access to that property shall be applicable to and enforceable by Anaheim.

1           **3.4** Nothing herein shall be construed to prevent Anaheim from  
2 performing routine maintenance, remediation, or cleaning projects, as determined to  
3 be necessary by Anaheim. Anaheim will advise Plaintiffs' counsel when a proposal,  
4 plan, or project is expected to be submitted to the Anaheim City Council or  
5 appropriate Anaheim agency or personnel if said proposal, plan, or project will  
6 result in the displacement of an unsheltered community and, if necessary, submit  
7 the proposal to the Court's notice-and-grievance process (discussed below)  
8 pursuant to this Agreement. The Parties will meet and confer in good faith on the  
9 implementation of the project as it impacts an unsheltered community. Except in  
10 cases of emergency, in the event of such projects, Anaheim shall provide at least 24  
11 hours' notice to affected indigent homeless persons and shall provide storage, at no  
12 charge, for their personal property. The Parties agree to meet and confer on the  
13 extent of Anaheim's obligation to store personal property seized during such  
14 projects.

15           **3.5** To further the goals of maximizing eligibility for, and providing  
16 services to, unhoused persons so they can be enrolled in available benefit programs,  
17 including homeless court, Anaheim will endeavor, when feasible, to charge  
18 offenses based on homeless status as infractions rather than misdemeanors.  
19 However, nothing herein shall be construed to preclude Anaheim from enforcing  
20 criminal law not based on homeless status.

21           **3.6** Absent exigent circumstances, prior to the time the 325 Shelter  
22 beds referenced in section 2.1 are operational in Anaheim, a homeless individual  
23 believed to be in violation of Anaheim Municipal Code section 13.08.101.080 (the  
24 "Park-Hours Provision") will be given a warning and directed to move to another  
25 public area outside the park which is not subject to a curfew. Once an individual  
26 has been given the warning and direction set forth above on two separate days,  
27 Anaheim need not provide it again to the same individual on any subsequent day  
28 prior to enforcing the Park-Hours Provision against that individual.

1           **3.7** Anaheim shall not cite or arrest any homeless individual for  
2 violation of Anaheim Municipal Code section 7.28.010 (the “Anti-Loitering  
3 Provision”) unless that individual, either individually or in conjunction with his or  
4 her property, actually obstructs the free passage of any person or vehicle on any  
5 public highway, alley, sidewalk, or crosswalk and declines to move the obstruction  
6 after being asked to do so. A sidewalk is “obstructed” if less than 36 consecutive  
7 inches of the sidewalk is available for passage.

8           **3.8** Absent exigent circumstances, for five days after the Effective  
9 Date, Anaheim Municipal Code sections 11.10.030 and 11.10.040, to the extent  
10 they relate to the possession or storage of personal property in public areas, shall  
11 not be used as the basis to cite or arrest any homeless individual, or to permit the  
12 seizure of property, whether attended or unattended, in Anaheim parks during park  
13 hours, or on other, non-park public property at all other times. During that five-day  
14 period, the Parties agree to meet to discuss possible resolution of their conflicts on  
15 these issues, including potential revisions to the ordinance and due-process  
16 procedures regarding the possession or storage of personal property in a public  
17 park. At the end of the five-day period, the restriction set forth above shall end  
18 unless otherwise agreed to in writing by the Parties.

19           **3.9** The terms of this agreement may be vacated or modified, at the  
20 request of any party hereto, before the Termination Date (defined below) if: (a) the  
21 holding of *Martin v. City of Boise*, Case No. 15-35845, 2018 WL 4201159 (9th Cir.  
22 Sept. 4, 2018) (“*Martin v. Boise*”) is reversed or modified, or is otherwise no longer  
23 good law; or, (b) the Court determines that the number of available and appropriate  
24 shelter placements in the City of Anaheim warrant termination or modification of  
25 the Agreement.

26           **4. Notice-and-Grievance Process.**

27           **4.1** The Parties agree that a more thorough and detailed notice-and-  
28 grievance review procedure that complies and is otherwise consistent with state and

1 federal law must be developed and agreed to by the Parties, for approval and  
2 implementation by the Court. In utilizing such procedure, the Parties anticipate that  
3 every effort will be made by the Parties to resolve issues before seeking review by  
4 the Court. The Parties agree that the Court will have the authority to enforce the  
5 terms of this Agreement and resolve disputes as they may arise. The Parties agree to  
6 make reasonable efforts to exhaust any and all applicable meet-and-confer and/or  
7 grievance procedures prior to contacting the Court, except in instances where the  
8 health or safety of individuals is at risk of imminent harm. The informal court  
9 hearing process as part of the notice-and-grievance procedure will be established by  
10 mutual agreement and with the approval of the Court. The parties shall make every  
11 reasonable, good-faith effort to have these disputes heard by the Court during  
12 normal business hours, but understand that the hearings may be dependent upon (1)  
13 the Court's availability, and (2) circumstances in which the health or safety of an  
14 individual is at risk of imminent harm.

15           **4.2** Once a matter is decided in the Dispute-Resolution Process, the  
16 parties will be bound by the decision as applied to substantially similar facts for the  
17 same individual. When the determination is in favor of the City, the City may  
18 proceed with citation and release or, where appropriate in its discretion, arrest, in  
19 future contacts with the same person without deferring to the Dispute-Resolution  
20 Process.

21           **5.** This Agreement will fully terminate on the date that is three years after  
22 the Effective Date (the "Termination Date").

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6. The Parties will endeavor to separately resolve the issue of attorneys' fees, costs, and damages, as to any individual Plaintiffs, prior to the Effective Date.

7. The effectiveness of this Agreement shall be subject to the Parties agreeing to an appropriate release.

DATED: November 2, 2018

BURKE, WILLIAMS, & SORENSEN  
MARK J. AUSTIN

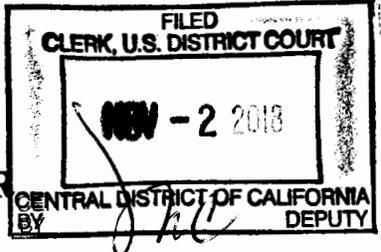
By:   
Mark J. Austin  
Attorneys for Defendant CITY OF ANAHEIM

DATED: November 2, 2018

LAW OFFICE OF CAROL A. SOBEL

By:   
Carol A. Sobel  
Attorneys for Plaintiffs

## **EXHIBIT B**



**BROOKE WEITZMAN** SBN 301037  
**WILLIAM WISE** SBN 109468  
**ELDER LAW AND DISABILITY RIGHTS CENTER**  
1535 E 17<sup>th</sup> Street  
Santa Ana, California 92705  
t. 714-617-5353  
e. bweitzman@eldrcenter.org  
e. bwise@eldrcenter.org

**CAROL A. SOBEL** SBN 84483  
**MONIQUE ALARCON** SBN 31165  
**AVNEET CHATTHA** SBN 316545  
**LAW OFFICE OF CAROL SOBEL**  
725 Arizona Avenue, Suite 300  
Santa Monica, California 90401  
t. 310-393-3055  
e. carolsobellaw@gmail.com  
e. Monique.alarcon8@gmail.com  
e. avneet.chattha7@gmail.com

**PAUL L. HOFFMAN** SBN 71244  
**CATHERINE SWEETSER** SBN 271142  
**COLLEEN M. MULLEN** SBN 299059  
**SCHONBRUN, SEFLOW, HARRIS & HOFFMAN**  
11543 W. Olympic Blvd.  
Los Angeles, California 90064  
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e. csweetser@sshhlaw.com  
e. cmullen@sshhlaw.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

**ORANGE COUNTY CATHOLIC WORKER, et al.,**  
  
Plaintiffs,  
  
v.  
  
**ORANGE COUNTY, the CITY OF ANAHEIM, the CITY OF COSTA MESA, and the CITY OF ORANGE,**  
  
Defendants.

Case No. 8:18-cv-00155 DOC (JDE)

**SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF ORANGE AND ALL PLAINTIFFS, ON THEIR INDIVIDUAL BEHALF**



1 camping ordinances or laws against them at times when, according to Plaintiffs,  
2 there were no immediately accessible and appropriate beds available to them in  
3 Orange County. Orange disputes the factual allegations and legal contentions made  
4 by Plaintiffs in the FAC.

5 **D. WHEREAS**, the FAC alleges the following claims for relief against  
6 Orange, as well as the other Defendants: (1) violation of the Eighth and Fourteenth  
7 Amendments to the U.S. Constitution (42 U.S.C. § 1983), and Article VII, sec. 17,  
8 of the California Constitution for alleged “cruel and unusual punishment” (First  
9 Cause of Action), (2) violation of the First and Fourth Amendments to the U.S.  
10 Constitution (42 U.S.C. § 1983) (Second Cause of Action), (3) violation of the  
11 right to due process of law under the Fourteenth Amendment to the U.S.  
12 Constitution (42 U.S.C. § 1983) (Third Cause of Action), (4) violation of  
13 California Civil Code section 52.1 (Seventh Cause of Action), (5) violation of  
14 California Government Code section 815.6 (Eighth Cause of Action), and (6)  
15 violation of California Government Code 11135 (Ninth Cause of Action). Orange  
16 disputes each of these claims for relief in their entirety, and disputes Plaintiff’s  
17 underlying legal contentions and theories.  
18

19 **E. WHEREAS**, the Individual Plaintiffs have now determined to dismiss  
20 the F.R.Civ.P. 23(b)(2) class allegations, with the approval of the Court.

21 **F. WHEREAS**, without admitting any wrongdoing, liability, or legal  
22 violations on the part of Orange, without conceding the validity of any of  
23 Plaintiffs’ legal theories or claims, and for the sole purpose of resolving the Action  
24 and any claims relating thereto in an economic and efficient manner, the Parties  
25 now desire to enter into this Agreement on the terms set forth herein.  
26

27 **TERMS**

28 **NOW, THEREFORE**, for full and valuable consideration, the sufficiency  
of which is hereby acknowledged, and based upon the foregoing Recitals, and the

1 terms, conditions, covenants, and agreements herein, the Parties agree as follows:

2 **1. Order re Continuing Jurisdiction, and Effective Date.** Following  
3 the full execution of this Agreement by all Parties, the Parties shall file with the  
4 Court in the Action the “[Proposed] Order re Settlement and Continuing  
5 Jurisdiction,” attached hereto as Exhibit A (the “Order”). The obligations of the  
6 Parties in the remaining sections of this Agreement, and the releases contained  
7 herein, shall become effective and operative on the date on which the Order is  
8 signed and entered by the Court, and shall be contingent upon the Court’s signing  
9 and entry of the Order (hereinafter, the “Effective Date”).

10 **2. Incorporation of Recitals.** The representations in the above section  
11 of this Agreement, entitled “RECITALS,” are hereby incorporated into and made a  
12 material part of the terms and representations of this Agreement.

13 **3. Construction and Operation of New Homeless Shelter(s).** Orange  
14 commits to the following with respect to the funding and/or expedited review of  
15 one or more new facilities to provide placements for unsheltered individuals within  
16 the City’s jurisdiction:

17 **3.1** The cities in the area designated by the County as the North  
18 Special Planning Area (“North SPA”), which includes, Orange, Fullerton,  
19 Placentia, Buena Park, Anaheim, Brea, Cypress, La Habra, La Palma, Los  
20 Alamitos, Stanton, Villa Park and Yorba Linda, shall fund, or obtain funding from  
21 the County for, the construction and initial operation of two or more feasible,  
22 temporary, low-barrier homeless shelters at locations within North SPA cities  
23 (collectively, the “Shelters,” and individually a “Shelter”), with a total capacity of  
24 at least 200 beds to be operational and a goal of having the facilities operational by  
25 June 30, 2019, or sooner if possible. The North SPA shall have complete discretion  
26 in determining which, if any, Shelter projects to fund, and which Shelter projects  
27 are suitably feasible, subject to any limitations set forth herein.  
28

1           **3.2** To the extent that it is required to do so by Government Code  
2 sec. 65583 et seq., or any other relevant provision, Orange agrees to execute an  
3 MOU with the County and the participating North SPA cities, setting forth the  
4 financial responsibilities of each participating government entity for the  
5 development and ongoing operation of the Shelter(s) and the allocation of beds to  
6 each participating entity according to its financial contribution.

7           **3.3** The City of Orange also agrees to expedite any necessary  
8 processing, review, approvals, and/or inspections of any Shelter project selected by  
9 the North SPA for funding pursuant to this Agreement, to the extent reasonably  
10 practicable and permitted by law.

11           **3.4** The North SPA cities, in conjunction with the County, currently  
12 plan to fund two Shelter(s) in the North SPA, each with an initial capacity of 100  
13 beds and the availability of expansion to 200 beds, if necessary. Although these  
14 projects are not the exclusive means by which Orange may satisfy its obligation to  
15 meet the needs of homeless individuals in the City, Plaintiffs acknowledge and  
16 agree that the creation of these Shelter projects, or any portion thereof initially  
17 totaling 200 Shelter beds, shall satisfy Orange's obligations under Paragraph 3.1 of  
18 this Agreement to meet the Court's requirement of available placements for at least  
19 60 percent of the unsheltered individuals in the Defendant City.  
20

21           **4. Enforcement of Anti-Camping and Anti-Loitering Provisions.**

22           **4.1** Orange shall establish the following policies and procedures  
23 relating to the enforcement of Orange Municipal Code sections 12.66.030 and  
24 12.48.045 (collectively, the "Anti-Camping Provision"), or any comparable  
25 provisions of state law, or any law concerning "loitering" against homeless  
26 individuals within its jurisdiction:

27           **4.1.1** Absent exigent circumstances, any enforcement of the  
28 Anti-Camping Provision against a homeless individual (including any of the

1 named Plaintiffs) will first be preceded by contacts by outreach and engagement  
2 personnel to determine appropriate shelter placement for the individual in question,  
3 per the procedures outlined herein. For purposes of this Agreement, the term  
4 “appropriate outreach and engagement personnel” shall include County Outreach  
5 and Engagement personnel, and/or representatives from CityNet or any other  
6 organization(s) with which Orange has contracted for such outreach and  
7 engagement services (collectively, “O&E personnel”), who are trained in engaging  
8 in appropriate clinical assessments of individuals with disabilities when necessary  
9 to determine an appropriate placement. Orange may elect to use City employees as  
10 long as they are properly trained.

11 **4.1.2** In implementation of Section 4.1.1, prior to enforcement of the  
12 Anti-Camping Ordinance against any homeless individual, Orange will first work  
13 with O&E personnel to locate and offer an available shelter placement for the  
14 individual in question in the North SPA that constitutes a reasonable  
15 accommodation of the individual’s disabilities, if any. If no such shelter is  
16 available in the North SPA but an alternative appropriate and immediately  
17 available placement within the County of Orange is identified by O&E, Orange  
18 may place the individual at that shelter with the consent of the individual. Orange  
19 may consider this offer an “available bed” for purposes of enforcement so long as  
20 the placement does not impede the individual’s ability to access their doctors,  
21 outpatient programs in which they may be enrolled, work and other support  
22 systems in or near Orange. If the individual accepts the offered placement outside  
23 of the North SPA, Orange will provide transportation to the placement and will  
24 assist the individual in finding any necessary transportation to and from scheduled  
25 appointments or work required as a result of the placement outside of the North  
26 SPA, including but not limited to bus passes. If the individual declines the offered  
27 placement, Orange may proceed with enforcement of the Anti-Camping Ordinance  
28

1 in its discretion. Notwithstanding the preceding sentence, for any individual who  
2 declines the offered placement, Orange will first give the person a warning and an  
3 opportunity to immediately leave the location before engaging in further  
4 enforcement efforts, such as citation and/or arrest. If the alleged violation arises  
5 from an individual's presence in a park outside of the established operational  
6 hours, Orange Municipal Code section 12.48.090 (the "Park-Hours Provision"),  
7 and if there is no appropriate and immediately available placement for that person,  
8 Orange will advise the individual that they must leave the park. Orange will  
9 advise the individual that they may move to any public area outside the park per  
10 *Martin v. City of Boise*. If the person does not leave the park after receiving a  
11 warning, Orange may issue a citation to the individual. However, if the individual  
12 contests whether the offered and immediately available bed is a reasonable  
13 accommodation, absent exigent circumstances, Orange shall not execute a  
14 custodial arrest but will, instead, issue a citation and advise the individual of the  
15 available Dispute Resolution process. Orange shall advise of the availability of the  
16 Dispute Resolution Process at each stage of engagement once an individual  
17 declines an offered placement.  
18

19 **4.1.3** The requirements of this Section 4.1 shall only apply until the  
20 earlier of (a) the date on which the case of *Martin v. City of Boise*, Case No. 15-  
21 35845, 2018 WL 4201159 (9th Cir. Sept. 4, 2018) ("*Martin v. Boise*") is no longer  
22 applicable law within the jurisdiction of the Ninth Circuit, and (b) the date on  
23 which the Court finds that there are sufficient appropriate and immediately  
24 available placements for the unsheltered population in the City of Orange.

25 **4.2** Orange shall not cite or arrest any homeless individual for  
26 violation of the law based on an alleged obstruction of public property unless that  
27 individual, either individually or in conjunction with his or her property, actually  
28 obstructs free passage of any person or vehicle on any public highway, alley,

1 sidewalk, or crosswalk and declines to move the object(s) creating obstruction  
2 from the public right of way after being requested to do so.

3           **4.3** Nothing in this Agreement constitutes an admission by Orange  
4 that its current policies and procedures for enforcement of the Anti-Camping  
5 Provision and/or Anti-Loitering Provision are either (a) different than those set  
6 forth above, or (b) in any way legally inadequate, or a concession by Plaintiffs that  
7 it is legally adequate.

8           **4.4** Nothing in this Agreement constitutes a promise,  
9 representation, or warranty, on the part of Orange, that any number of beds will be  
10 available to any particular person(s) at any time. The lack of availability of an  
11 appropriate and immediately accessible bed for any person or persons at any time,  
12 including any of the Plaintiffs, may impact the ability of Orange to find a purported  
13 violation of law, including but not limited to Orange Municipal Code sections  
14 12.66.030 and 12.48.045 (the "Anti-Camping Provision"). However, the failure to  
15 meet the number of beds set out in this agreement, and a failure of a shelter to meet  
16 reasonable accommodation needs, may be raised with this court under the Dispute-  
17 Resolution procedure set forth below.

18  
19           **5.    Disability Laws.**

20           **5.1** Any agreement entered into by Orange, whether directly or by  
21 an MOU with the North SPA cities and/or County, with a privately operated  
22 Shelter(s) or a private contractor to operate a public shelter, will require that the  
23 facility meets the requirements of the Americans with Disabilities Act, 42 U.S.C.  
24 §§ 12101 *et seq.* (the "ADA"), its associated regulations, or any other state or  
25 federal laws relating to disabilities, including but not limited to the Fair Housing  
26 Act 42 U.S.C. §§ 3601 *et seq.*, the Rehabilitation Act, 29 U.S.C. §§ 701 *et seq.*,  
27 and/or Government Code section 11135 (collectively with the ADA, the Disability  
28 and Anti-discrimination Laws").

1           **5.2** The Parties hereby agree that any and all disputes concerning  
2 the adequacy of any placement offered to a homeless individual pursuant to  
3 Section 4.1 of this Agreement, including but not limited to whether the offered  
4 placement sufficiently accommodates the individual’s disabilities, will be resolved  
5 via the “Dispute-Resolution Process,” as defined below.

6           **6.     Dispute-Resolution Process.** The Court shall retain jurisdiction over  
7 the Action for a period of three years from the date of this Agreement (hereinafter,  
8 the “Termination Date”), for the purposes of (a) overseeing the implementation of  
9 this Agreement, and (b) implementing and presiding over the a dispute-resolution  
10 process (the “Dispute-Resolution Process”), to be established by the Court and to  
11 which Plaintiffs and Orange, hereby consent and agree:  
12

13           **6.1** Except as expressly identified in this Agreement, or as may be  
14 modified by the Court or the Parties, with the Court’s consent, during the three-  
15 year period of the Court’s continued jurisdiction, this Dispute-Resolution Process  
16 shall apply to adjudicate any and all disputes between, on the one hand, Orange,  
17 and, on the other hand, any homeless individual or individuals (including but not  
18 limited to any individual Plaintiffs), relating to (a) the implementation of this  
19 Agreement, and/or (b) Orange’s enforcement of the above-identified Orange  
20 Municipal Code sections, or analogous state penal code provisions applied on the  
21 basis of an individual’s status as homeless, including but not limited to disputes  
22 regarding the availability or adequacy of any shelter or shelter services offered to  
23 the individual pursuant to Section 4.1 of this Agreement (collectively, the  
24 “Disputes,” and individually, a “Dispute”).

25           **6.2** In the event of any Dispute arising during the pendency of the  
26 Court’s retained jurisdictions, the parties to that Dispute will first attempt to meet  
27 and confer informally with the other side in an effort to resolve it. In the case of a  
28 Dispute raised by one or more homeless individuals (including but not limited to

1 any individual Plaintiffs) against Orange, or a Dispute raised by Orange against  
2 one or more homeless individuals who are known to be represented by counsel of  
3 record in the Action, this attempt will at least involve (a) a written communication  
4 from the party initiating the Dispute to the other side's counsel describing in detail  
5 the Dispute and the requested remedy, and providing any available evidence in  
6 relation thereto, and (b) a discussion, either in person or via telephone, seeking to  
7 resolve the Dispute. Orange employees, as well as the employees of the Shelter(s),  
8 shall give any affected individual notice of the Court's Dispute-Resolution Process  
9 and the contact information for Plaintiffs' counsel, together with a statement that  
10 Plaintiffs' counsel may be available to assist them.

11 **6.3** If the parties to a Dispute are unable to resolve it within two (2)  
12 court days after it is first raised informally by one of the parties to the Dispute, any  
13 party to the Dispute may request a hearing with the Court under the standards and  
14 processes to be set by the Court, and the Court will have jurisdiction to resolve that  
15 Dispute. If the Dispute involves an emergency situation that presents a threat to  
16 the immediate health and safety of an individual, the parties may seek expedited  
17 review by the Court.  
18

19 **6.4** Except as provided for in Section 4, hereinabove, nothing in  
20 this agreement shall impact Orange's right to enforce any law against a person  
21 believed to be homeless, including issuing citations and arresting the person for an  
22 alleged violation of the law.

23 **6.5** In resolving any Dispute, the Court may enforce any rights  
24 available to a party under this Agreement, subject to sufficient notice, opportunity  
25 to be heard, briefing, evidence, and other due process. The Court shall not be  
26 empowered to award damages or any other monetary relief to any party as a result  
27 of any Dispute submitted to this process.  
28

**8. Release and Covenant Not to Sue.**

1           **8.1** In consideration for the terms of this Agreement, Plaintiffs, and  
2 each of them, on their own behalf (the “Releasing Parties”), hereby release and  
3 forever discharge Orange, as well as its present and former employees, agents,  
4 managers, officers, directors, council members, insurance companies, attorneys,  
5 departments, and divisions or affiliated entities, whether previously or hereafter  
6 affiliated in any manner (the “Released Parties”), from and against any and all  
7 claims, demands, causes of action, obligations, damages, attorneys’ fees, costs, and  
8 liabilities, arising from and relating to the events detailed in the lawsuit of any  
9 nature whatsoever, whether or not now known, suspected, or claimed, which the  
10 Releasing Parties, and/or any of them, have, or ever may claim to have, as against  
11 the Released Parties, or any of them, whether directly or indirectly, relating to or  
12 arising out of (a) the Action, (b) any claims raised in, or that could have been  
13 raised in, the Action, (c) the availability of homeless shelters, shelter beds, and/or  
14 other homeless accommodations in Orange County, (d) Orange’s alleged  
15 obligation to provide and/or fund such accommodations, and/or (e) Orange’s  
16 alleged inability to enforce any of the Ordinances identified herein (including but  
17 not limited to any law that the Releasing Parties claim criminalizes a person’s  
18 homeless status), against any person because of his or her homeless status  
19 (hereinafter, the “Released Claims”), conditional upon the provision of section  
20 4.1.3, hereinabove.

22           **8.3** The release set forth above is a release of ALL claims,  
23 demands, causes of action, obligations, damages, and liabilities, of any nature  
24 whatsoever, and is intended to encompass all known and unknown, foreseen and  
25 unforeseen, claims that are possessed by the Releasing Parties and within the scope  
26 of the Released Claims based solely and only on the events giving rise to this  
27 Action. To effectuate the intent of the Parties, the Releasing Parties expressly agree  
28 to waive and relinquish all rights and benefits they may have under Section 1542

1 of the Civil Code of the State of California, which reads as follows:

2 § 1542. [General release; extent] A general release does not extend to  
3 claims which the creditor does not know or suspect to exist in his or her  
4 favor at the time of executing the release, which if known by him or her  
5 must have materially affected his or her settlement with the debtor.

6 **8.4** The Releasing Parties, and each of them, warrant that they have  
7 made no assignment, and will make no assignment, of any claim, chose in action,  
8 right of action, or any right, of any kind whatsoever, within the scope of the  
9 Released Claims, and that no other person or entity of any kind had or has any  
10 interest in any of the demands, obligations, actions, causes of action, debts,  
11 liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or  
12 claims within the scope of the Released Claims.

13 **9. Dismissal of the Action.** At the conclusion of the Court's retained  
14 jurisdiction, Plaintiffs will take all necessary actions and file all necessary  
15 documents to effectuate dismissal of the Action, with prejudice.

16 **10. Settlement Payments and Attorneys' Fees.** Within thirty (30) days  
17 after the full execution of this Agreement by the Parties, Orange shall make the  
18 following payments to the following persons or entities:

19 a. \$40,000 made payable to the Elder Law and Disability Rights  
20 Center in full satisfaction of any claims for attorneys' fees and/or costs of  
21 Plaintiffs' counsel in connection with the Action;

22 b. \$7,500 to a Special Needs Trust, in satisfaction of any claims  
23 for damages on behalf of Cameron Ralston; and

24 Except as set forth above, all Parties, and all Releasing Parties, shall bear  
25 their own costs, expenses, and attorneys' fees in relation to or arising out of (a) the  
26 Action, (b) the resolution, negotiation, and settlement of the Action, including the  
27 negotiation of this Agreement, and (c) the implementation of this Agreement,  
28 including the resolution of any Dispute.

1           **11. Non-Admission of Liability.** By entering into this Agreement,  
2 Orange admits no liability, and explicitly denies any liability or wrongdoing of any  
3 kind arising out of or relating to any of the claims alleged in the Action. Nothing  
4 herein constitutes an admission by Orange as to any interpretation of laws, or as to  
5 the merits, validity, or accuracy of any of the claims or legal contentions made  
6 against it in the Action, or that the claims alleged in the Action are suitable for  
7 class-wide treatment (which Orange expressly denies). Orange has entered into this  
8 Agreement solely to avoid the time, expense, and risk of continued litigation. The  
9 Parties agree that an express condition of this settlement is that there has been no  
10 finding of liability on the merits, that the plaintiffs have agreed to move for  
11 dismissal of the class allegations, and that this settlement and any document related  
12 to this settlement, including this Agreement and the Order, and the negotiations  
13 leading up to this settlement, shall be inadmissible in evidence and shall not be  
14 used for any purpose in this or any other proceeding except in an action or  
15 proceeding to approve, interpret, or enforce the Agreement.  
16

17           **12. Knowing and Voluntary.** This Agreement is an important legal  
18 document and in all respects has been voluntarily and knowingly executed by the  
19 Parties. The Parties, and each of them, specifically represent that, prior to signing  
20 this Agreement, (a) they have each been provided a reasonable period of time  
21 within which to consider whether to accept this Agreement, (b) they have each  
22 carefully read and fully understand all of the provisions of this Agreement, and (c)  
23 they are voluntarily, knowingly, and without coercion entering into this Agreement  
24 based upon their own judgment. Plaintiffs, and each of them, further specifically  
25 represent that, prior to signing this Agreement, they have conferred with counsel of  
26 their choice to the extent desired concerning the legal effect of this Agreement, and  
27 that the legal effect of this Agreement has been adequately explained to them.  
28

**13. Entire Agreement.** This Agreement constitutes the entire agreement

1 between the Releasing Parties and Orange regarding the matters discussed herein  
2 and supersedes any and all other agreements, understandings, negotiations, or  
3 discussions, either oral or in writing, express or implied, between the Releasing  
4 Parties and Orange relating to the subject matter hereof. The Releasing Parties and  
5 Orange each acknowledge that no representations, inducements, promises,  
6 agreements, or warranties, oral or otherwise, have been made by them, or anyone  
7 acting on their behalf, which are not embodied in this Agreement, that they have  
8 not executed this Agreement in reliance on any such representation, inducement,  
9 promise, agreement, or warranty, and that no representation, inducement, promise,  
10 agreement, or warranty not contained in this Agreement, including, but not limited  
11 to, any purported supplements, modifications, waivers, or terminations of this  
12 Agreement, shall be valid or binding, unless executed in writing by all of the  
13 Parties to this Agreement. Any alteration, change, or modification of or to this  
14 Agreement shall be made by written instrument executed by each party hereto in  
15 order to become effective.  
16

17 **14. Warranty of Authority.** Each individual or entity that executes this  
18 Agreement represents and warrants, in his, her, or its personal capacity, that he,  
19 she, or it is duly authorized and empowered to enter into this Agreement on behalf  
20 of the party it purports to represent.

21 **15. Counterparts.** This Agreement may be executed in multiple  
22 counterparts, each of which shall be considered an original but all of which shall  
23 constitute one agreement.

24 IN WITNESS WHEREOF, this Settlement Agreement is hereby entered into  
25 and executed by the parties hereto on the dates set forth below.

26 Dated: Nov. 2, 2018

ORANGE COUNTY CATHOLIC  
WORKER

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By: \_\_\_\_\_

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Dated: \_\_\_\_\_, 2018

LISA BELL, ON HER OWN BEHALF

\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

MELISSA FIELDS, ON HER OWN BEHALF

\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

GLORIA SHOEMAKE, ON HER OWN BEHALF

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Dated: \_\_\_\_\_, 2018

RICHIE THOMAS, ON HIS OWN BEHALF

\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

SHAWN CARROLL, ON HIS OWN BEHALF

\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

LARRY FORD, ON HIS OWN BEHALF

\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

CAMERON RALSTON, ON HIS OWN BEHALF

\_\_\_\_\_

1 Dated: \_\_\_\_\_, 2018

KATHY SCHULER, ON HER OWN  
BEHALF

2  
3  
4 Dated: Oct. 29, 2018

CITY OF ORANGE

5 By: Teresa E. Smith

6  
7 Teresa E. Smith, Mayor

8 APPROVED AS TO FORM:

9  
10 Dated: Oct. 31, 2018, 2018

ELDER LAW AND DISABILITY  
RIGHTS CENTER

11  
12 By: Brooke Weitzman /s/  
13 Brooke Weitzman  
14 Attorneys for Plaintiffs

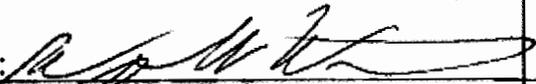
15  
16  
17 Dated: Oct. 31, 2018, 2018

LAW OFFICE OF CAROL A. SOBEL

18  
19 By: Carol A. Sobel  
20 Carol A. Sobel  
21 Attorneys for Plaintiffs

Dated: Oct. 29, 2018

ORANGE CITY ATTORNEY'S  
OFFICE

By:   
Wayne W. Winthers  
Attorneys for Defendant  
CITY OF ORANGE

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# EVERYONE COUNTS

2019 Point In Time

FINAL REPORT

JULY 30, 2019

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## Introduction

The 2019 Point in Time project branded as Everyone Counts OC provided a critical opportunity for the County of Orange (County) to establish a baseline for its efforts in building out a System of Care that is both comprehensive and responsive to meet the needs of individuals and families experiencing homelessness across the jurisdiction. At a time when the County had to operate under a Federal lawsuit where the dialogue centered around the results of the 2017 Point In Time by Service Planning Area regions and by city boundaries, the County Board of Supervisors prioritized the need for improved and more accurate data. It was their courageous policy decision to change the methodology, to incorporate technology and mobilize the community in a major undertaking to outreach and talk to every person experiencing homelessness in our community within a 48-hour timeframe. The methodology, because it incorporated a unique identifier for the deduplication process, was compliant with the U.S. Department of Housing and Urban Development (HUD) requirements and guidelines. As every survey or observation count was conducted, a GIS pin marked the location where a person was known to be experiencing homelessness, using the night of Tuesday, January 22, 2019, as the Point in Time date.

The community mobilized to secure needed donations and rallied around this project to make it a successful implementation. It truly was an impressive effort and achievement for our County with participation and engagement from all 34 cities, their law enforcement departments teaming up with the homeless services providers, faith-based and community stakeholders working together to ensure that every person experiencing homelessness was counted. Based on the volunteer feedback received, this was an enlightening effort for all involved, and has served to improve the narrative towards addressing homelessness in new and productive ways. The knowledge gained by participating in this project reflected a humanistic and rewarding experience for volunteers who participated in the field survey teams and at each of the five deployment centers.

The County has launched the Marching Home: A Strategy to End Veterans Homelessness in Orange County to house the 311 veterans who identified as experiencing homelessness during the 2019 Everyone Counts OC process. Achieving an end to veteran homelessness will be a great accomplishment for our County, community partners and key stakeholders and will demonstrate how they can further mobilize efforts and coordinate resources to reach this goal for other homeless subpopulations. The collaboration among veteran service providers is strong and capable, and the veterans experiencing homelessness are linking to the various components of the System of Care in meaningful ways. At this time, the various Housing Authorities and a number of cities are working together to build and develop Veterans Villages, which provide enough units to sustain an end to veterans homelessness and achieve functional zero in Orange County by December 2020.

There was a family-focused effort during the unsheltered count to identify unsheltered families experiencing homelessness and to ensure that all unsheltered families known to the homeless service providers were counted during the unsheltered count effort. Typically, families are underrepresented in unsheltered counts as they are harder to identify in the community. The results of the family-focused effort elevated the overall unsheltered count by 396 persons comprising 110 family households. While the number of unsheltered families identified during the 2019 Point In Time is more accurate, it is also call to action to increase diversion and prevention efforts across our System of Care. The Family Solutions Collaborative, whose leadership and commitment to addressing family homelessness made this effort possible, should be recognized for their amazing work and progress in developing and coordinating a Family System of Care that is responsive to the needs of families experiencing homelessness. The Family System of Care agencies are working well together, tightening the safety net for families.

The results of the Everyone Counts OC project includes data breakdowns for each Service Planning Area and city by city. While the data can be broken down to a very specific geographic boundary, it is clear that homelessness is both a regional and migratory issue that is best addressed through strong collaboration and multi-sector integration, including community corrections, behavioral health, healthcare, housing and benefits and support services. The city by city data was provided to assist cities in completing planning documents, such as the Consolidated Plan, that require homelessness related data. All 34 cities in Orange County have been encouraged to work together, to share in the creation of responsive resources and to become active contributors to the development of the broader System of Care. The County has taken actions to integrate its behavioral health care resources within cities and encouraged the access of these resources by community members. The Community Corrections component of the System of Care is also evolving to further incorporate and improve connections to mental health and addictions treatment services. The Orange County Housing Finance Trust Fund is a key component in the System of Care that will help ensure that there is system flow from the street outreach contacts, the emergency shelter system to the one resource that ends homelessness, affordable and permanent supportive housing.

The Board of Supervisors remains focused in the development of System of Care and its various components. The next critical link in the development of the System of Care will be with Data Integration efforts, which will be a transformational change that improves accessibility and navigation for people experiencing homelessness and in need of the available resources from the System of Care. This is precisely why the results of the 2019 Everyone Counts OC project are so critical in laying the foundation to provide an effective response to homelessness. Let this be the call to action, because 3,961 or 57.74 percent unsheltered homeless people are seeking a successful exit from the expanding shelter system and 2,899 or 42.26 percent sheltered homeless people require assistance to overcome their barriers to community reintegration.

Thank you to all who participated, supported and invested in this project and in the broader solutions that end homelessness one person at a time in Orange County. To individuals and families experiencing homelessness, just know that there is a widening circle of people who are dedicated to ensuring you received the appropriate level of care, that together we can work to overcome any barriers, and that it will take all of us working together to achieve our mutual goals....an End to Homelessness in Orange County.

## Key Findings

### Total Persons Counted

A total of 6,860 individuals were counted as experiencing unsheltered and sheltered homelessness during the Orange County 2019 Point In Time Count.

- **Unsheltered:** 3,961 or 57.74 percent of individuals were experiencing unsheltered homelessness.
- **Sheltered:** 2,899 or 42.26 percent of individuals were sheltered in an emergency shelter or transitional housing program.

### Service Planning Areas

- **North:** 2,765 or 40.31 percent of unsheltered and sheltered adults and children were counted in the North Service Planning Area.
- **Central:** 3,332 or 48.57 percent of unsheltered and sheltered adults and children were counted in the Central Service Planning Area.
- **South:** 763 or 11.12 percent of unsheltered and sheltered adults and children were counted in the South Service Planning Area.

### Families

- 466 unsheltered and sheltered families that consisted of 1,550 persons – 584 adults and 966 children – were counted countywide.
  - **Unsheltered:** 110 unsheltered families comprised of 396 persons – 152 adults and 244 children
  - **Sheltered:** 356 sheltered families comprised of 1,550 persons – 582 adults and 966 children
- One-parent families made up 80.1 percent of sheltered families and 61.82 percent of unsheltered families.
- 51 or nearly half (46.36 percent) of the 110 unsheltered families became homeless for the first time during the past 12 months.
- 70 or over half (63.63 percent) of the 110 unsheltered families were living in a vehicle (car, van, truck or recreational vehicle in disrepair).
- Disabling conditions in adults who were members of a family household were much lower than the disabling conditions experienced by all adults encountered during the 2019 Point In Time.
  - 15.41 percent of adults who were members of a family household had a substance use issue compared to 30.63 percent of all adults encountered during the 2019 Point In Time.
  - 13.36 percent of adults who were members of a family household had a mental health issue compared to 28.13 percent of all adults encountered during the 2019 Point In Time.

### Transitional Age Youth, Individuals ages 18 to 24

- 275 transitional age youth were counted as experiencing homelessness countywide.
- 12 percent of transitional age youth are chronically homeless compared to 42.4 percent of all adults experiencing homelessness.
- Nearly half (44.7 percent) of the transitional age youth identified as Hispanic or Latino.

### **Seniors, Individuals Age 62 and Older**

- 612 sheltered and unsheltered seniors were counted countywide.
- Nearly half (48.86 percent) of the seniors are chronically homeless.
- Approximately one in eight (14.05 percent) of the seniors are veterans.
- Nearly half (43.2 percent) of unsheltered seniors were retired and/or disabled.

### **Veterans**

- 311 unsheltered and sheltered veterans were counted countywide.
  - Nearly one-third (31.83 percent) were sheltered.
  - More than two-thirds (68.17 percent) were unsheltered.
- Nearly half (46.30 percent) of the veterans identified as experiencing homelessness were chronically homeless.
- Over half (54.66 percent) of sheltered and unsheltered veterans were age 55 and older.

### **Chronic Homelessness**

- 2,491 sheltered and unsheltered adults are experiencing chronic homelessness.
  - **Unsheltered:** 1,932 (52.02 percent) of unsheltered adults are experiencing chronic homelessness.
  - **Sheltered:** 559 (25.81 percent) of sheltered adults are experiencing chronic homelessness. In transitional housing programs only.

### **Recently Became Homeless**

- 38.2 percent of all unsheltered households became homeless for the first time during the 12 months (January 2018 to January 2019) prior to the 2019 Point In Time.
- 34 of the 85 (40 percent) unsheltered transitional age youth who were surveyed stated that they became homeless for the first time during the past 12 months.

### **Living in Vehicles**

- Nearly one in five adults surveyed (19.90 percent) were living in a vehicle (car, van, truck or recreational vehicle in disrepair).

### **Shelter Inventory**

- From the 2018 Housing Inventory Chart sheltered count conducted on January 26, 2018, there has been a net increase of 633 beds in Emergency Shelter and Transitional Housing beds. There has been an increase of 675 emergency shelter beds and a decrease of 42 transitional housing beds during this time.

### **Unused Beds**

- On the night of the 2019 Housing Inventory Chart sheltered Point in Time Count was conducted, 738 emergency shelter and transitional housing beds remained vacant.

### **Racial and Ethnic Disparities**

- Blacks or African Americans and Multiple Races are overly represented in Orange County's homeless population. Of the individuals and families experiencing unsheltered homelessness, 8.41 percent are Black or African American and 12.24 percent are Multiple Races. Of the individuals and families experiencing sheltered homelessness, 15.01 percent are Black or African American and 4.10 percent are Multiple Races. According to the U.S. Census Bureau, Blacks or African Americans represent 2.1 percent and Multiple Races only represent 3.5 percent of the Orange County population.

- Hispanic and Latino families experiencing homelessness are over represented in the Orange County’s homeless population. Of the families experiencing unsheltered homelessness, 57.07 percent are Hispanic or Latino. Of the families experiencing sheltered homelessness, 49.83 percent are Hispanic or Latino. According to the U.S. Census Bureau, Hispanics and Latinos represent 34.2 percent of the population in Orange County.

### **Community Engagement and Support**

- The County of Orange, all 34 cities in the county and their local law enforcement agencies participated in the 2019 Point In Time.
- 1,167 volunteers including community members, nonprofit organizations, city and county staff supported the implementation of the 2019 Point in Time unsheltered count.

### **Methodology**

- Veterans encountered during the unsheltered count were asked to provide additional personal identifying information, which was used to reconcile with the current Veteran Registry and provide street outreach teams with needed contact and frequent location information for subsequent connection to supportive services and housing resources.
  - Of the 212 unsheltered veterans, 95 provided the additional information to reconcile the Veteran Registry.
- Because Families are often undercounted during a street count canvassing, a family focused effort was implemented with the Family Solutions Collaborative who outreached to unsheltered families on their caseload during the Point in Time Count to be counted at one of several identified service locations.



## 2019 Point In Time Results for California Large Urban Counties

The 15 largest populated Continuums of Care in California are large urban counties with a general population of 700,000 or more. These Continuums of Care counted a considerably higher number of persons who were experiencing homelessness in 2019 when compared to 2017 Point In Time results.<sup>1</sup>

Of the 15 Continuums of Care in California, 14 counted more persons who were experiencing homelessness in 2019 when compared to 2017. Collectively, the 15 Continuums of Care counted 15.70 percent more persons as noted in the table below. The following table and accompanying images display the results of the 2019 Point In Time for the California Continuums of Care, providing a statewide comparison and a focused look at the surrounding and adjacent county jurisdictions to Orange County.

**Table 1. Comparison of 2017 and 2019 Point In Time Counts for Continuums of Care**

Continuum of Care		2017 Point In Time Count	2019 Point In Time Count	Difference	
				#	%
CA-500	San Jose/Santa Clara City & County CoC	7,394	9,706	+2,312	+31.26
CA-501	San Francisco CoC	6,858	8,011	+1,153	+16.81
CA-502	Oakland, Berkeley/Alameda County CoC	5,629	8,022	+2,393	+42.51
CA-503	Sacramento City & County CoC	4,692	5,570	+878	+18.71
CA-505	Richmond/Contra Costa County CoC	1,607	2,295	+688	+42.81
CA-511	Stockton/San Joaquin County CoC	1,542	2,629	+1,087	+70.49
CA-512	Daly City/San Mateo County CoC	1,253	1,512	+259	+20.67
CA-514	Fresno City & County/Madera County CoC	2,016	2,508	+492	+24.40
CA-600	Los Angeles City & County CoC	52,442	56,257	+3,815	+7.27
CA-602	Santa Ana, Anaheim/Orange County CoC	4,792	6,860	+2,068	+43.15
CA-604	Bakersfield/Kern County CoC	810	1,330	+520	+64.20
CA-608	Riverside City & County CoC	2,406	2,811	+405	+16.83
CA-609	San Bernardino City & County CoC	1,866	2,607	+741	+39.71
CA-610	San Diego City and County CoC	9,160	8,102	-1,058	-11.55
CA-611	Oxnard, San Buenaventura/ Ventura County CoC	1,152	1,669	+517	+44.88
<b>Total:</b>		<b>103,619</b>	<b>119,889</b>	<b>+16,270</b>	<b>+15.70</b>

<sup>1</sup> Each of the 15 Continuums of Care have a general population of 700,000 or more according to the California Department of Finance, Demographic Research Unit's population estimates for July 1, 2018.

# California Continuums of Care: Comparison of 2017 and 2019 Homeless Counts

- CoCs with % of decrease in total persons between 2017 and 2019
- CoCs with % of increase in total persons between 2017 and 2019
- CoCs that have not yet released their 2019 homeless count results to the public

California County Map

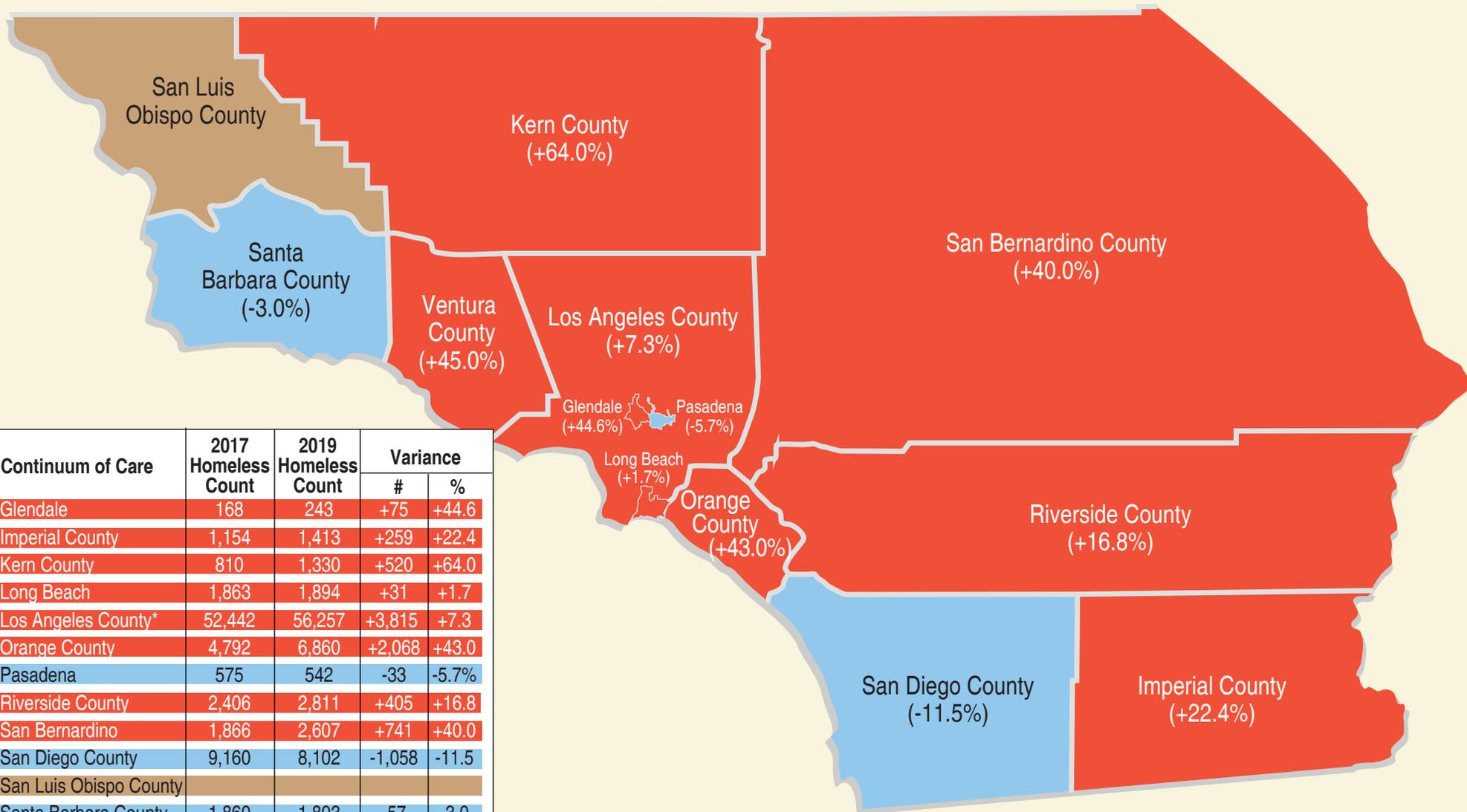
**Note:** CoCs are only required by HUD to conduct unsheltered and sheltered counts in January of odd-number years, which is why 2019 count is compared to 2017. Many CoCs conduct counts during even-number years, but not all California CoCs.



# Southern California Continuums of Care: Comparison of 2017 and 2019 Homeless Counts



- CoCs with % of decrease in total persons between 2017 and 2019
- CoCs with % of increase in total persons between 2017 and 2019
- CoCs that have not yet released their 2019 homeless count results to the public



Continuum of Care	2017 Homeless Count	2019 Homeless Count	Variance	
			#	%
Glendale	168	243	+75	+44.6
Imperial County	1,154	1,413	+259	+22.4
Kern County	810	1,330	+520	+64.0
Long Beach	1,863	1,894	+31	+1.7
Los Angeles County*	52,442	56,257	+3,815	+7.3
Orange County	4,792	6,860	+2,068	+43.0
Pasadena	575	542	-33	-5.7%
Riverside County	2,406	2,811	+405	+16.8
San Bernardino	1,866	2,607	+741	+40.0
San Diego County	9,160	8,102	-1,058	-11.5
San Luis Obispo County				
Santa Barbara County	1,860	1,803	-57	-3.0
Ventura County	1,152	1,669	+517	+45.0
Total:				

\*not including Glendale, Long Beach, and Pasadena

## Key Partners and Roles

**OC Community Resources** functions as the Collaborative Applicant for the Orange County Continuum of Care, and manages and implements the Coordinated Entry System on behalf of the Orange County Continuum of Care. OC Community Resources contracted with City Net, Hub for Urban Initiatives and 2-1-1 Orange County for the development and execution of the 2019 Point In Time Count.

**Office of Care Coordination** engaged stakeholders across Orange County, working with cities and community-based organizations to encourage participation and awareness of the 2019 Point In Time. The Office of Care Coordination utilizes the data of the 2019 Point In Time to help develop regional coordination and multi-city, multi-sector investments to prevent and address homelessness in Orange County and promote integration of services throughout the community that improves the countywide response to homelessness.

**OC Public Works** OC Survey Division served as the GIS and ESRI Survey123 experts during the 2019 Unsheltered Point In Time. They provided technical assistance in the development and implementation of the maps utilized for the count and survey tool with complex conditional logic that was used to capture vital information. This team was instrumental in tabulation of the final results for the unsheltered count.

**City Net** is a nonprofit organization that partners with law enforcement, city and county agencies, nonprofit organizations, and the faith community to offer street outreach services to engage homeless neighbors and link them to available emergency services, healthcare, behavioral health services, and housing. City Net has been contracted to conduct prior city level and the regional North Service Planning area homeless census in 2018. City Net's knowledge of the community and the OC homeless population was beneficial in the coordination and implementation of the 2019 Unsheltered Point In Time. City Net mapped known hotspot locations and mobilized the community for participation and donations.

**2-1-1 Orange County (211OC)** is a nonprofit organization that functions as the Homeless Management Information System (HMIS) lead for the Orange County Continuum of Care, operates a comprehensive information and referral system through a multi-lingual helpline, and is accessible online. 211OC was responsible for the coordination and implementation of the 2019 Sheltered Point In Time.

**Hub for Urban Initiatives** is a nonprofit organization that designs and implements research tools to help communities collect data to shape policy and designate resources. The Hub for Urban Initiatives was contracted to develop the Point In Time methodology in compliance with HUD requirements and guidelines, survey design to ensure all required data points are collected, and statistical analysis for the compilation of the final 2019 Point In Time report.

**34 Cities and Local Law Enforcement** – The 2019 Point In Time engaged all 34 cities in Orange County and their local law enforcement agency, including Municipal Police Departments and Orange County Sheriff's Department. City and law enforcement representatives volunteered on the days of the unsheltered count to provide local knowledge of the community and assist in the countywide effort. Additionally, in the months leading up to the unsheltered count, city and law enforcement representatives assisted City Net in the mapping of known hotspot locations and educated their community on the effort to encourage participation.

## Federal HUD Point In Time Requirements

The U.S. Department of HUD provides Point In Time requirements that include “who must be counted” and “who must not be counted,” which the County of Orange followed in the implementation of the 2019 Point In Time methodology. The Orange County 2019 Point In Time Count and Survey (2019 Point In Time Count) was a HUD-approved survey-based unsheltered count and a Homeless Management Information System (HMIS) driven sheltered count, which HUD strongly encouraged.

### Who Must Be Counted

Orange County complies with all requirements as outlined by HUD in the implementation of the Point In Time methodology. The County of Orange counted individuals who were:

- **Unsheltered** as stated by HUD, Continuums of Care must count all individuals or families who meet the criteria in paragraph (1)(i) of the homeless definition in 24 CFR 578.3. This includes individuals and families “with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.”
- **Sheltered** as stated by HUD, Continuums of Care must count all individuals or families “living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals)” on the night designated for the count.

### Who Must NOT Be Counted

Orange County did not include the following individuals in the results of the 2019 Point In Time as directed by HUD:

- Persons staying in hotels and motels paid for by themselves;
- Persons residing in Permanent Supportive Housing (PSH) programs, including persons housed using HUD Veterans Affairs Supportive Housing (VASH) vouchers;
- Persons residing in Other Permanent Housing (OPH), including persons in a Grant and Per Diem Transition in Place (TIP) project on the night of the count;
- Persons counted in any location not listed on the Housing Inventory Chart (HIC) (e.g., staying in projects with beds/units not dedicated for persons who are homeless);
- Persons temporarily staying with family or friends (e.g., “doubled-up” or “couch surfing”);
- Persons residing in housing they rent or own (e.g., permanent housing), including persons residing in rental housing with assistance from a Rapid Re-Housing (RRH) project on the night of the count;
- Persons residing in institutions (e.g., jails, juvenile correction facilities, foster care, hospital beds, detoxification centers).

### U.S. Department of Education Definition of Homelessness

The U.S. Department of Education defines homelessness more broadly, which is often the cause of some confusion as differing homelessness statistics are reported by educational systems. For the purposes of the Department of Education, homeless children and youth are individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who are sharing the housing of other persons due to loss of housing, economic hardship or similar reason. This definition is inclusive of those children and youth who are “doubled up” or “tripled up,” and/or reside in hotels and motels. In 2017-18, 6 percent (39,315) of all students enrolled in Orange County school districts were considered homeless

under the Department of Education definition; however, only 1,744 students (0.35 percent) met the HUD homeless definition.

Orange County has a substantial number of households that are at risk of becoming homeless. The U.S. Census Bureau noted that 11.5 percent or nearly 118,000 households consisting of about 358,000 residents in Orange County were living below poverty level as reported in the 2017 American Community Survey.



## Orange County Point In Time Count Overview

The U.S. Department of HUD requires that all Continuum of Care jurisdictions across the nation complete a biennial unsheltered count and an annual sheltered count of all individuals experiencing homelessness in the community on a single point in time during the last 10 days of January. Orange County's 2019 Point In Time Count and Survey (2019 Point In Time) designated the night of Tuesday, January 22, 2019. Emergency Shelters and Transitional Housing Programs collected client-level demographic information from individuals and families staying that night in each program. The 2019 Unsheltered Count process took place over two days, Wednesday, January 23 and Thursday, January 24, to ensure the county jurisdiction was canvassed effectively. The change in methodology allowed the count teams to collect unique identifying data points that were used to deduplicate records for the two-day street count process for those that reported to have been homeless on Tuesday January 22, 2019.

During this two-day period, the entire geographical region of Orange County was canvassed at least twice during the early morning shifts and night shifts by teams of trained professionals and volunteers.

HUD allows for two-day counting based upon two conditions, both of which were met by Orange County:

1. Any person experiencing homelessness who is encountered have to be asked if they were homeless on the night of the count (the night of Tuesday, January 22, 2019), and
2. A unique identifier has to be created for that each person counted in order to complete the deduplication purposes.

For example, a person experiencing homelessness was encountered on Thursday, January 24 and volunteers asked the person if they were experiencing homelessness on the night of Tuesday, January 22 in order for the person to be included in the Point In Time. Additionally, volunteers created a unique identifier for all persons experiencing homelessness who were counted in to complete the deduplication process.

Thus, a person experiencing homelessness was only included in the Point In Time if the person was experiencing homelessness on the night of Tuesday, January 22 and if the same unique identifier did not appear twice when unique identifiers were checked for any duplication during data review and analysis following the count process.

### Using Technology: A New Methodology for Improved Accuracy

The Orange County 2019 Point In Time Count and Survey (2019 Point In Time) provides the most accurate and comprehensive countywide count and survey data because of the implementation of a new and different methodology. Incorporating technology and a survey tool using a phone application allowed the volunteers to cover more areas and collect surveys from each homeless person encountered. The 2013, 2015 and 2017 Point In Time Counts and Surveys utilized "known locations" combined with a "random sample of areas". As noted in the Point In Time Count Report for 2017, "Once the count data was finalized, the data collected in the survey was used to establish the proportion of the unsheltered homeless population that met various subpopulation definitions and characteristics. These proportions were then used to extrapolate any missing information across the whole unsheltered population." The total unsheltered figure was distributed amongst 34 cities based upon population and poverty rate. This methodology fulfilled HUD requirements for Point In Time processes and is common in jurisdictions of large geographic areas.

### Methodology for 2019 Point In Time Count and Survey

On August 28, 2018, the Board of Supervisors approved a change in methodology in an effort to get more accurate data regarding the homeless population demographics and locations. The unsheltered count

incorporated the use of ESRI Survey123 technology, an ArcGIS smartphone application, that GIS mapped the locations and city of origin where individuals experiencing homelessness were surveyed during the count and facilitated survey data collection. The ESRI Survey123 incorporated 28-questions that reflects a locally customized survey collecting the needed demographic, subpopulation and homelessness related data by U.S. Department of HUD as well as some “local community ties” questions. Additionally, service location-based paper surveys were also conducted at various agencies and nonprofit organizations that serve the homeless population to ensure a complete and comprehensive coverage of all populations experiencing homelessness and receiving services that may otherwise be missed during the unsheltered count by street canvassing teams.

During the 2019 Point in Time, a count of all people experiencing homelessness encountered in locations in Orange County took place over two days as volunteers, street outreach teams and local law enforcement canvassed 239 maps covering the jurisdiction with an emphasis on pre-identified hotspot locations. Each map covered approximately 1.25 square miles of the jurisdiction and were designed to outline non-overlapping areas of the county. Maps that primarily contained residential housing tracks or other areas with no known hot spot locations of individuals experiencing homelessness were identified during the pre-planning stage and excluded from the count materials utilized and distributed to the teams.

Through increased coordination and improved information available from the Coordinated Entry System, there was a deliberate approach to survey unsheltered families and veterans known to be experiencing street homelessness. In preparation for the 2019 Point In Time, there was a tremendous amount of outreach and information distributed to Continuum of Care agencies, other nonprofit and faith-based service providers, cities and their law enforcement agencies, community members and volunteers to encourage participation in the process. Additionally, training opportunities on how to support the 2019 Point In Time as a volunteer or through donations were made available in person throughout the jurisdiction on various dates and times to accommodate for individuals’ schedules and online through training portals that could be accessed anytime.

## Orange County Point In Time Count Results

- Countywide
- Results by Service Planning Area
- Results by Household Type
- Results by Subpopulation



# EVERYONE COUNTS

## 2019 POINT IN TIME SUMMARY

July 2019



# EVERYONE COUNTS

## 2019 POINT IN TIME COUNT TOTALS

### 2019 POINT IN TIME COUNT BY THE NUMBERS

**6,860**  
Individuals

<b>North:</b>	<b>2,765</b>	Individuals
<b>Central:</b>	<b>3,332</b>	Individuals
<b>South:</b>	<b>763</b>	Individuals

### SUBPOPULATIONS

**311**

#### VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

**275**

#### TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

**612**

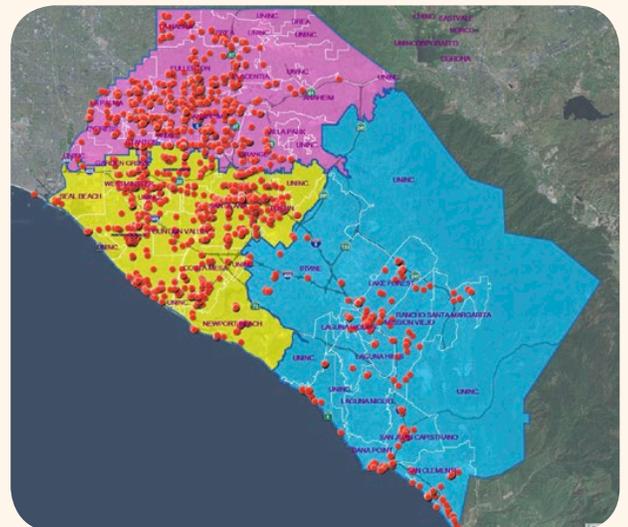
#### SENIORS

Individuals ages 62 and older

## METHODOLOGY

The U.S. Department of Housing and Urban Development (HUD) requires that all Continuum of Care jurisdictions across the nation complete a biennial unsheltered count and an annual sheltered count of all individuals experiencing homelessness in the community on a single point in time during the last ten days of January.

Orange County's 2019 Sheltered Point In Time Count took place the night of Tuesday, January 22, 2019. Emergency Shelters and Transitional Housing Programs collected client-level demographic information from individuals and families staying the night in each program. The 2019 Unsheltered Count process took place over two days, Wednesday, January 23 and Thursday, January 24, to ensure the 800 square mile County jurisdiction was canvassed effectively. The change in methodology allowed the count teams to collect unique ID data points that were used to deduplicate records for the two day street count process. The survey data was collected with ArcGIS Survey 123, a phone application that captures GIS locations and provides vital information that guides the way the County responds to homelessness in Orange County. The results for the 2019 Everyone Counts process provide the most accurate data on the scope of homelessness in the County. Because of this improved process, methodology and data quality from the use of GIS technology, Orange County's 2019 Point In Time Count results ensure that Everyone Counts.





# 99

### VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

# 117

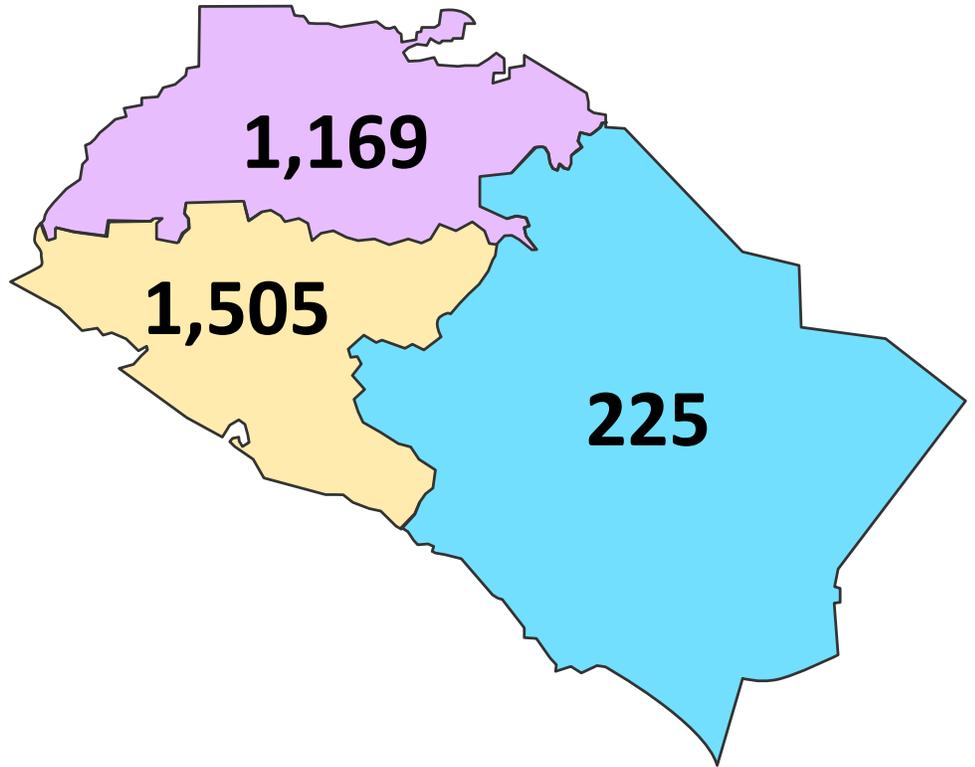
### TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

# 255

### SENIORS

Individuals ages 62 and older



# 2,899

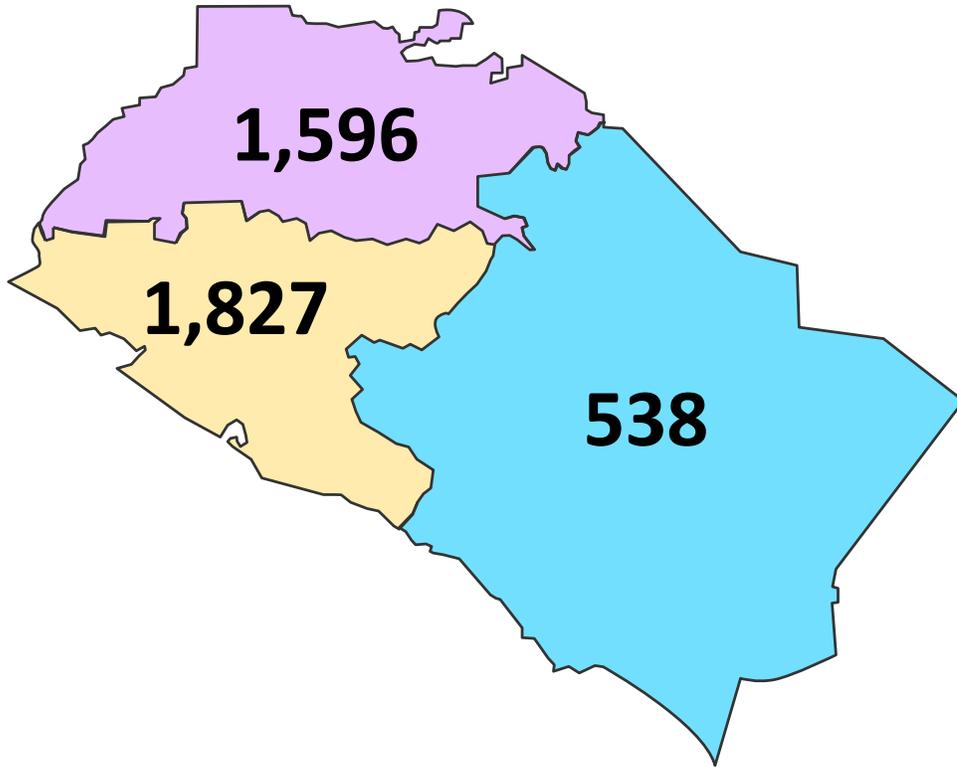
  

## SHELTERED TOTAL



## THANK YOU TO ALL THOSE INVOLVED

- **Hub for Urban Initiatives** – HUD methodology and survey tool design
- **City Net** – lead agency for unsheltered count
- **2-1-1 Orange County** – lead agency for sheltered count
- **County of Orange** – including Health Care Agency, Social Services Agency, OC Community Resources, OC Parks, OC Public Works and OC Information & Technology
- **Continuum of Care Agencies**
- **Nonprofit and faith-based service providers**
- **34 Cities and law enforcement agencies**
- **Community volunteers from every part of our county**



**3,961**  
UNSHELTERED TOTAL

**212**  
VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

**158**

TRANSITIONAL  
AGED YOUTH

Individuals ages 18 to 24

**357**

SENIORS Individuals  
ages 62 and older

## MAPS & VOLUNTEERS

**1,167**

Community volunteers, nonprofit and faith-based service providers including representatives from law enforcement, all 34 cities and County government.

**244**

Field teams of volunteers deployed into the community to canvas maps and survey people experiencing homelessness.

**239**

Maps were canvassed at least twice during the 2019 Point In Time Count effort.





# EVERYONE COUNTS

## UNSHELTERED Subpopulations & Disabling Conditions

*\*Some individuals may identify with more than one subpopulation\**

**CHRONIC HOMELESSNESS** **52.02%**  
1,932 Individuals

.....

**SUBSTANCE USE ISSUES** **32.93%**  
1,223 Individuals

.....

**PHYSICAL DISABILITY** **30.83%**  
1,145 Individuals

.....

**MENTAL HEALTH ISSUES** **26.49%**  
984 Individuals

.....

**DEVELOPMENTAL DISABILITY** **13.73%**  
510 Individuals

.....

**DOMESTIC VIOLENCE** **9.59%**  
356 Individuals

.....

**HIV/AIDS** **1.80%**  
67 Individuals

# 3,714 ADULTS



# EVERYONE COUNTS

## SHELTERED Subpopulations & Disabling Conditions

*Some individuals may identify with more than one subpopulation\**

**CHRONIC HOMELESSNESS** **25.81%**  
559 Individuals

.....

**SUBSTANCE USE ISSUES** **26.69%**  
578 Individuals

.....

**PHYSICAL DISABILITY** **15.05%**  
326 Individuals

.....

**MENTAL HEALTH ISSUES** **30.93%**  
670 Individuals

.....

**DEVELOPMENTAL DISABILITY** **5.17%**  
112 Individuals

.....

**DOMESTIC VIOLENCE** **8.54%**  
185 individuals

.....

**HIV/AIDS** **1.80%**  
39 Individuals

# 2,166 ADULTS



### AGE

	UNSHelterED	SHelterED
Under 18	6.24% 247 Individuals	25.28% 738 Individuals
18-24	3.99% 158 Individuals	4.04% 117 Individuals
25-39	28.98% 1,148 Individuals	22.70% 658 Individuals
40-49	23.28% 922 Individuals	14.69% 426 Individuals
50-54	13.83% 548 Individuals	9.73% 282 Individuals
55-61	14.67% 581 Individuals	13.38% 388 Individuals
62+	9.01% 357 Individuals	8.80% 255 Individuals
Unknown*		1.38% 40 Individuals

### RACE

	UNSHelterED	SHelterED
American Indian or Alaska Native	1.87% 74 Individuals	3.86% 112 Individuals
Asian	3.11% 123 Individuals	3.28% 95 Individuals
Black or African American	8.41% 333 Individuals	15.01% 435 Individuals
Native Hawaiian or other Pacific Islander	1.67% 66 Individuals	1.21% 35 Individuals
White	72.71% 2,880 Individuals	72.54% 2,103 Individuals
Multiple Races or Other	12.24% 485 Individuals	4.10% 119 Individuals

### GENDER

	UNSHelterED	SHelterED
Female	28.73% 1,138 Individuals	48.22% 1,398 Individuals
Male	71.04% 2,814 Individuals	51.61% 1,496 Individuals
Transgender	0.10% 4 Individuals	0.10% 3 Individuals
Gender Non-Conforming	0.13% 5 Individuals	0.07% 2 Individuals

### ETHNICITY

	UNSHelterED	SHelterED
Hispanic or Latino	34.18% 1,354 Individuals	38.84% 1,126 Individuals
Non-Hispanic or Non-Latino	65.82% 2,607 Individuals	61.16% 1,773 Individuals

\*One Domestic Violence Provider provided the ages of clients in ranges: under 18, 18 to 24 and 25 and older. There were 20 clients in the 25 and older range.



## 2,146 UNSHELTERED ADULTS SURVEYED



**819 (38.16%) Individuals  
Reported Experiencing  
Homelessness For The First  
Time In The Past 12 Months**

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**427 (19.90%) Individuals  
Reported A Vehicle\* As  
Their Current Sleeping  
Location**

**\*A vehicle is defined as a car, truck, van  
or non-functioning recreational vehicle**



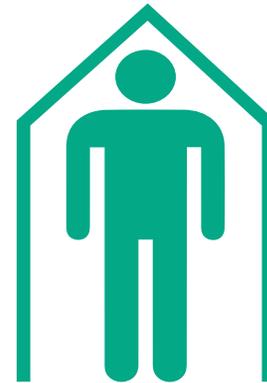


### EMERGENCY SHELTERS INVENTORY



**# OF BEDS IN 2017 - 1,149**  
**# OF BEDS IN 2019 - 2,539**  
**% CHANGE: +120.97%**

### TRANSITIONAL HOUSING INVENTORY



**# OF BEDS IN 2017 - 1,166**  
**# OF BEDS IN 2019 - 1,135**  
**% CHANGE: -2.65%**

# 79.2%

average occupancy in 2019

# 78.2%

average occupancy in 2019

## HOUSEHOLD STATUS

Population	Description	Unsheltered (3,961)	Sheltered (2,899)	TOTAL (6,860)
Individuals	Individuals ages 18+	3,562	1,734	5,296
Families	Households with at least one adult and one child	<b>110 FAMILIES</b> 396 persons in households: 152 Adults 244 Children	<b>356 FAMILIES</b> 1,154 persons in households: 432 Adults 722 Children	<b>466 Families</b> 1,550 persons in households: 584 Adults 966 Children
Unaccompanied Youth	Minors (17 and younger without parent/guardian)	3	11	14



### REPORTED CITY WHERE MOST TIME SPENT WHILE HOMELESS

**City in North Service Planning Area**  
828 Individuals (38.58%)

**City in Central Service Planning Area**  
900 Individuals (41.94%)

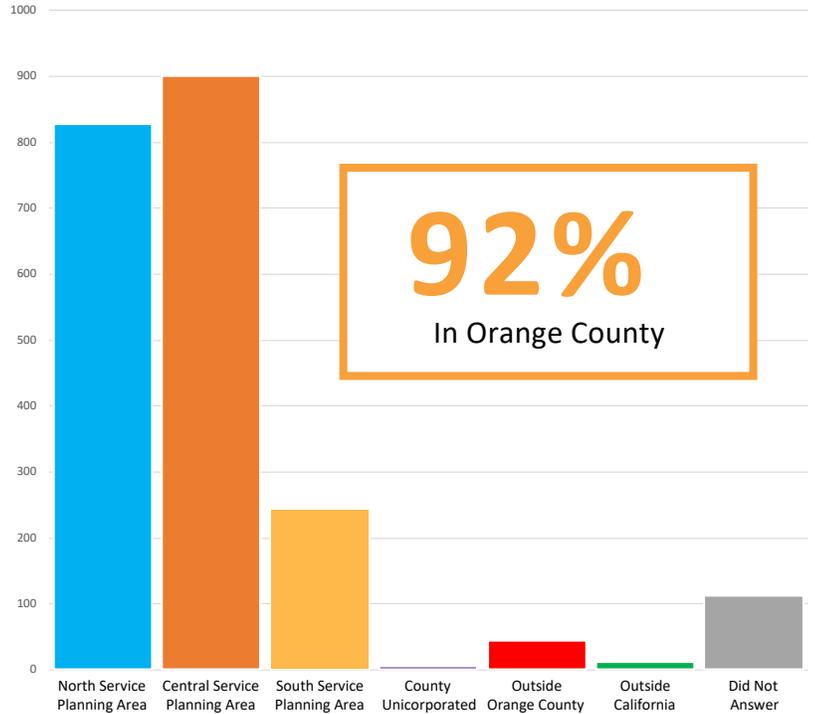
**City in South Service Planning Area**  
244 Individuals (11.37%)

**County Unincorporated**  
5 Individuals (0.23%)

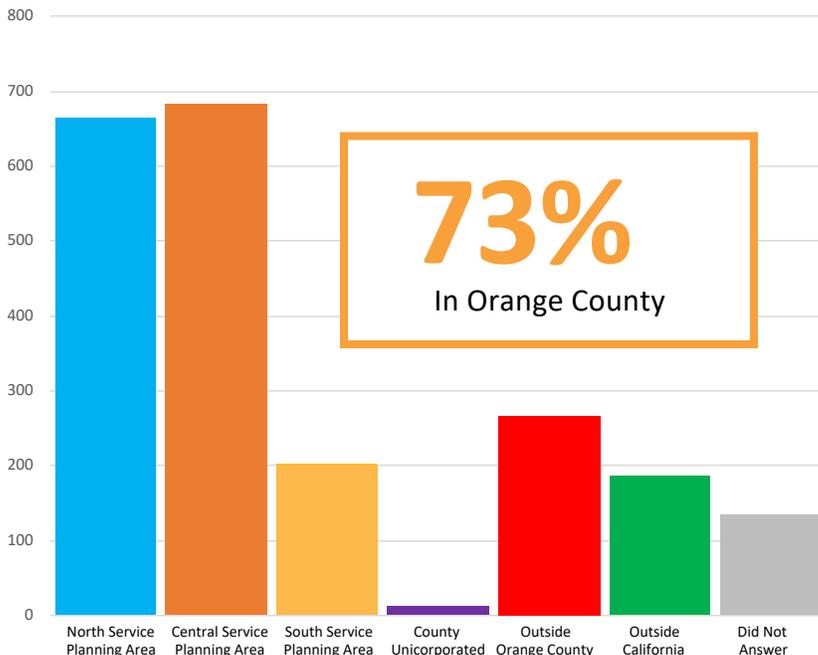
**Outside Orange County**  
45 Individuals (2.10%)

**Outside California**  
12 Individuals (0.56%)

**Did Not Answer**  
112 Individuals (5.22%)



### REPORTED CITY OF LAST PERMANENT ADDRESS



**City in North Service Planning Area**  
663 Individuals (30.89%)

**City in Central Service Planning Area**  
682 Individuals (31.78%)

**City in South Service Planning Area**  
202 Individuals (9.41%)

**County Unincorporated**  
12 Individuals (0.56%)

**Outside Orange County**  
267 Individuals (12.44%)

**Outside California**  
186 Individuals (8.67%)

**Did Not Answer**  
134 Individuals (6.24%)



### 2,146 UNSHELTERED INDIVIDUALS SURVEYED

**51.63%**

1,108 Individuals

**HAVE FAMILY IN ORANGE COUNTY**

**51.72%**

1,110 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

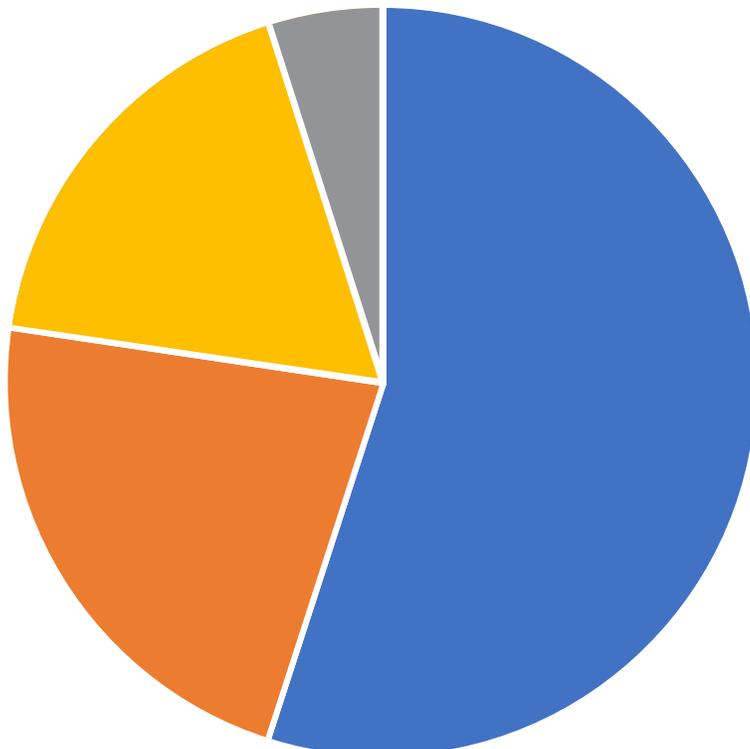
**72.09%**

1,547 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**

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## CURRENT EMPLOYMENT STATUS



**Unemployed**  
1,180 Individuals (54.99%)

**Full-Time, Part-Time, Seasonally Employed**  
480 Individuals (22.37%)

**Retired, Disabled**  
380 Individuals (17.71%)

**Did Not Answer**  
106 Individuals (4.94%)



### COUNTY OF ORANGE: SYSTEM OF CARE

What is the “System of Care” and the importance of it in addressing homelessness

The County of Orange is developing a System of Care that is responsive to the needs of the individuals and families experiencing homelessness in our community. The System of Care is comprised of five components that provide the needed resources and programs to prevent homelessness among individuals and families while transitioning others into permanent housing. The System of Care is focused on increased care coordination for each individual and in facilitating access and navigation within each system component.



#### BEHAVIORAL HEALTH

- Outreach and Engagement Teams
- Mental Health and Substance Use Services
- Housing Navigation
- Development of The Wellness Campus on Anita Drive



#### HEALTHCARE

- Whole Person Care
- Recuperative Care
- Comprehensive Health Assessment Teams – Homeless (CHAT-H)



#### HOUSING

- Emergency Housing
- Expansion of Housing Assistance Programs
- Housing Funding Strategy
- Housing Finance Trust Fund
- Landlord Incentive Program



#### COMMUNITY CORRECTIONS

- Proposition 47 Re-Entry Center Program
- Stepping Up Initiative
- Collaborative Courts
- Integrative Services Strategy



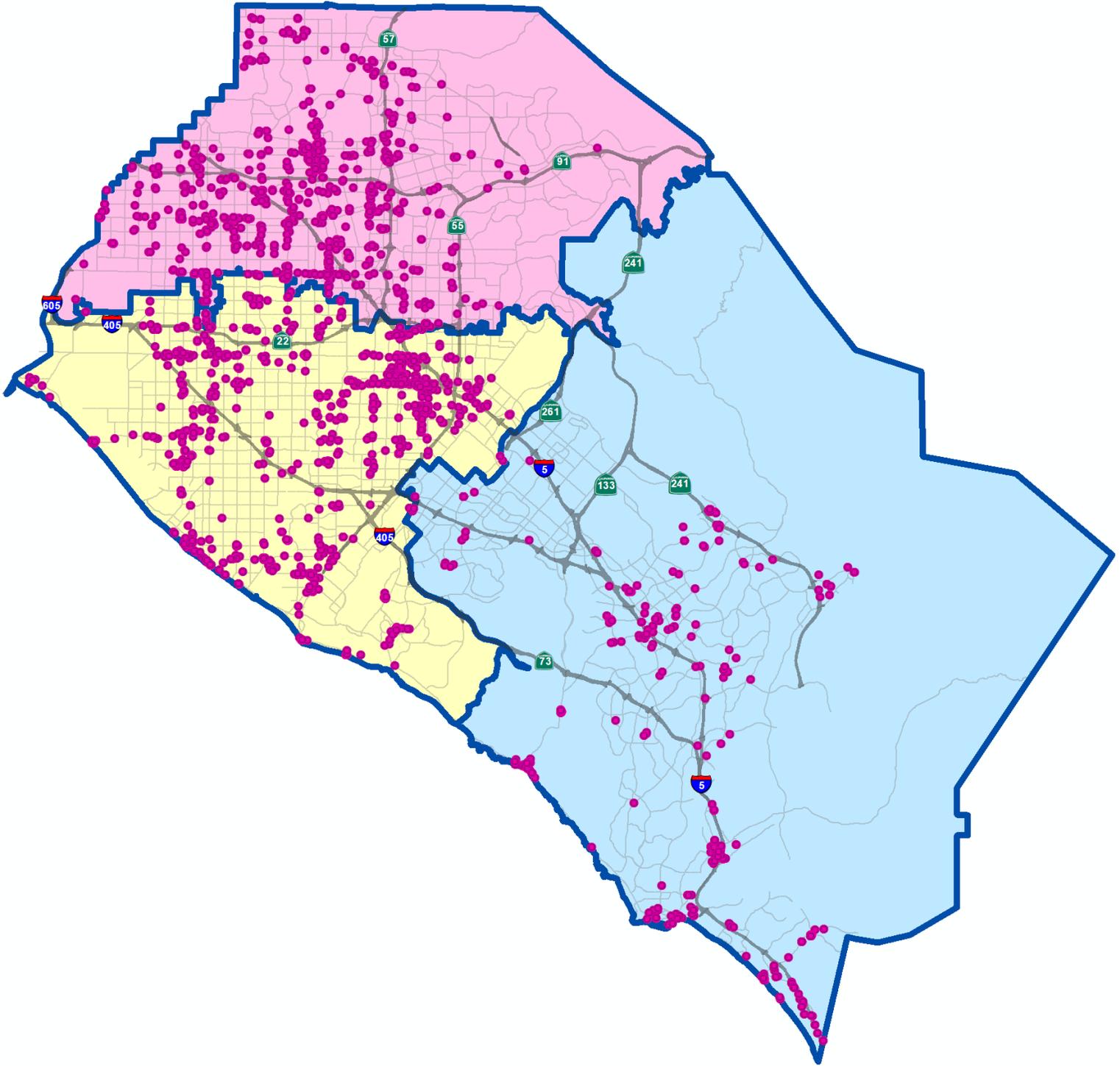
#### PUBLIC SOCIAL SERVICES

- Enhanced Outreach for hard-to-reach populations
- Access to Public Benefits
- Countywide expansion - Restaurant Meals Program
- Chrysalis Employment Program



# EVERYONE COUNTS

Unsheltered Count  
2019 POINT IN TIME COUNT





# EVERYONE COUNTS

## 2019 POINT IN TIME COUNT: CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	694	508	1,202
Brea	30	0	30
Buena Park	142	145	287
Cypress	39	0	39
Fullerton	308	165	473
La Habra	45	0	45
La Palma	9	0	9
Los Alamitos	1	21	22
Orange	193	148	341
Placentia	55	108	163
Stanton	71	45	116
Villa Park	0	0	0
Yorba Linda	1	0	1
County Unincorporated	8	0	8
Domestic Violence Programs	N/A	29	29
<b>NORTH SERVICE PLANNING AREA</b>	<b>1,596</b>	<b>1,169</b>	<b>2,765</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	187	6	193
Fountain Valley	28	14	42
Garden Grove	163	62	225
Huntington Beach	289	60	349
Newport Beach	64	0	64
Santa Ana	830	939	1,769
Seal Beach	8	0	8
Tustin	95	264	359
Westminster	159	25	184
County Unincorporated	4	31	35
Domestic Violence Programs	N/A	104	104
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>1,827</b>	<b>1,505</b>	<b>3,332</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	32	0	32
Irvine	127	3	130
Laguna Beach	71	76	147
Laguna Hills	24	0	24
Laguna Niguel	7	3	10
Laguna Woods	5	0	5
Lake Forest	76	36	112
Mission Viejo	22	9	31
Rancho Santa Margarita	15	0	15
San Clemente	96	49	145
San Juan Capistrano	62	0	62
County Unincorporated	0	0	0
Domestic Violence Programs	N/A	49	49
<b>SOUTH SERVICE PLANNING AREA</b>	<b>538</b>	<b>225</b>	<b>763</b>



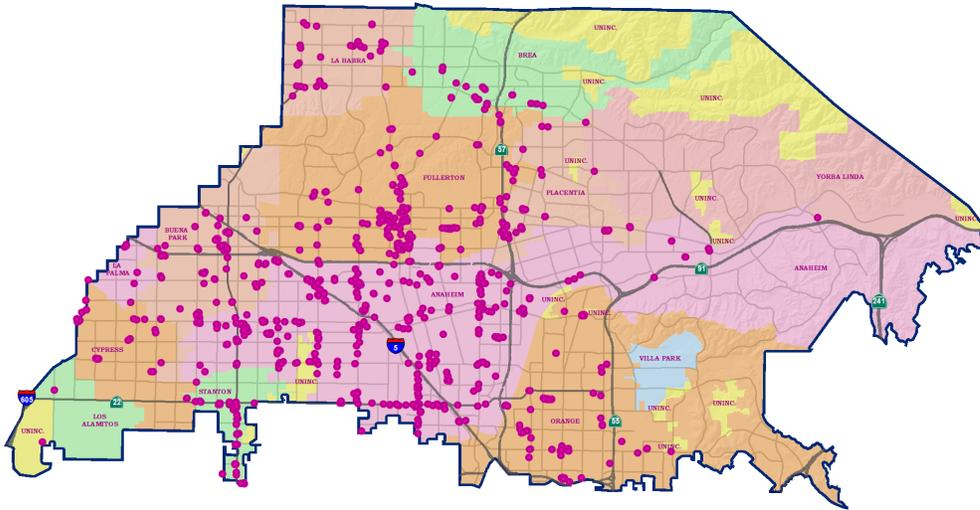
# EVERYONE COUNTS

**NORTH SERVICE PLANNING AREA**



# EVERYONE COUNTS

North Service Planning Area  
2019 POINT IN TIME



**CITIES:**

- Anaheim
- Brea
- Buena Park
- Cypress
- Fullerton
- La Habra
- La Palma
- Los Alamitos
- Orange
- Placentia
- Stanton
- Villa Park
- Yorba Linda
- County Unincorporated

**1,596 UNSHELTERED TOTAL**

**113 VETERANS**

78 UNSHELTERED | 35 SHELTERED

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

**104 TRANSITIONAL AGE YOUTH**

61 UNSHELTERED | 43 SHELTERED

Individuals ages 18 to 24

**203 SENIORS**

130 UNSHELTERED | 73 SHELTERED

Individuals ages 62 and older

Population	Description	Unsheltered (1,596)	Sheltered (1,169)	TOTAL (2,765)
Individuals	Individuals ages 18+	1,428	621	2,049
Families	Households with at least one adult and one child	<b>45 FAMILIES</b> 166 persons in households: 66 Adults 100 Children	<b>167 FAMILIES</b> 542 persons in households: 203 Adults 339 Children	<b>212 FAMILIES</b> 708 persons in households: 269 Adults 439 Children
Unaccompanied Youth	Minors (17 and younger without parent/guardian)	2	6	8



# EVERYONE COUNTS

## North Service Planning Area 2019 POINT IN TIME COUNT CITY BY CITY

### TOTAL

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	694	508	1,202
Brea	30	0	30
Buena Park	142	145	287
Cypress	39	0	39
Fullerton	308	165	473
La Habra	45	0	45
La Palma	9	0	9
Los Alamitos	1	21	22
Orange	193	148	341
Placenti	55	108	163
Stanton	71	45	116
Villa Park	0	0	0
Yorba Linda	1	0	1
County Unincorporated	8	0	8
Unknown Location/Domestic Violence Programs	N/A	29	29
<b>NORTH SERVICE PLANNING AREA</b>	<b>1,596</b>	<b>1,169</b>	<b>2,765</b>

### INDIVIDUALS

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	625	429	1,054
Brea	30	0	30
Buena Park	117	70	187
Cypress	35	0	35
Fullerton	289	88	377
La Habra	38	0	38
La Palma	6	0	6
Los Alamitos	1	3	4
Orange	163	19	182
Placenti	53	7	60
Stanton	67	1	68
Villa Park	0	0	0
Yorba Linda	1	0	1
County Unincorporated	2	0	2
Unknown Location/Domestic Violence Programs	N/A	4	4
<b>NORTH SERVICE PLANNING AREA</b>	<b>1,427</b>	<b>621</b>	<b>2,048</b>

### FAMILIES

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	69	79	148
Brea	0	0	0
Buena Park	25	75	100
Cypress	4	0	4
Fullerton	18	77	95
La Habra	7	0	7
La Palma	3	0	3
Los Alamitos	0	12	12
Orange	29	129	158
Placentia	2	101	103
Stanton	4	44	48
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	6	0	6
Unknown Location/Domestic Violence Programs	0	25	25
<b>NORTH SERVICE PLANNING AREA</b>	<b>169</b>	<b>542</b>	<b>711</b>



## VETERANS

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	33	25	58
Brea	3	0	3
Buena Park	5	2	7
Cypress	0	0	0
Fullerton	15	4	19
La Habra	2	0	2
La Palma	1	0	1
Los Alamitos	0	0	0
Orange	14	2	16
Placenti	4	1	5
Stanton	1	0	1
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	1	1
<b>NORTH SERVICE PLANNING AREA</b>	<b>78</b>	<b>35</b>	<b>113</b>

## TRANSITIONAL AGED YOUTH

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	24	508	1,202
Brea	2	0	30
Buena Park	7	145	287
Cypress	0	0	39
Fullerton	308	165	473
La Habra	45	0	45
La Palma	9	0	9
Los Alamitos	1	21	22
Orange	193	148	341
Placenti	55	108	163
Stanton	71	45	116
Villa Park	0	0	0
Yorba Linda	1	0	1
County Unincorporated	8	0	8
Unknown Location/Domestic Violence Programs	N/A	29	29
<b>NORTH SERVICE PLANNING AREA</b>	<b>59</b>	<b>43</b>	<b>102</b>

## SENIORS

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	39	60	99
Brea	8	0	8
Buena Park	9	8	17
Cypress	4	0	4
Fullerton	31	13	44
La Habra	1	0	1
La Palma	1	0	1
Los Alamitos	0	0	0
Orange	28	1	29
Placenti	3	0	3
Stanton	2	0	2
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	4	1	5
<b>NORTH SERVICE PLANNING AREA</b>	<b>130</b>	<b>83</b>	<b>213</b>



# EVERYONE COUNTS

## North Service Planning Area DEMOGRAPHICS

### AGE

	UNSHelterED	SHelterED
Under 18	6.08% 97 Individuals	29.43% 344 Individuals
18-24	3.82% 61 Individuals	3.68% 43 Individuals
25-39	29.45% 470 Individuals	20.87% 244 Individuals
40-49	21.49% 343 Individuals	14.71% 172 Individuals
50-54	14.47% 231 Individuals	7.87% 92 Individuals
55-61	16.54% 264 Individuals	14.54% 170 Individuals
62+	8.15% 130 Individuals	7.10% 83 Individuals
Unknown*		1.80% 21 Individuals

### RACE

	UNSHelterED	SHelterED
American Indian or Alaska Native	1.82% 29 Individuals	4.28% 50 Individuals
Asian	2.07% 33 Individuals	1.37% 16 Individuals
Black or African American	9.02% 144 Individuals	16.77% 196 Individuals
Native Hawaiian or other Pacific Islander	2.19% 35 Individuals	1.28% 15 Individuals
White	71.12% 1,135 Individuals	71.77% 839 Individuals
Multiple Races or Other	13.78% 220 Individuals	4.53% 53 Individuals

### GENDER

	UNSHelterED	SHelterED
Female	30.95% 494 Individuals	51.24% 599 Individuals
Male	68.79% 1,098 Individuals	48.50% 567 Individuals
Transgender	0.13% 2 Individuals	0.17% 2 Individuals
Gender Non-Conforming	0.13% 2 Individuals	0.09% 1 Individual

### ETHNICITY

	UNSHelterED	SHelterED
Hispanic or Latino	33.65% 537 Individuals	37.38% 437 Individuals
Non-Hispanic or Non-Latino	66.35% 1,059 Individuals	62.62% 732 Individuals

\*One Domestic Violence Provider provided the ages of clients in ranges: under 18, 18 to 24 and 25 and older. There were 20 clients in the 25 and older range.



### AGE OF CHILDREN

	UNSHeltered	SHeltered
<b>Under 1</b>	<b>5.00%</b> 5 Children	<b>7.69%</b> 26 Children
<b>1-5</b>	<b>23.00%</b> 23 Children	<b>32.84%</b> 111 Children
<b>6-12</b>	<b>32.00%</b> 32 Children	<b>42.01%</b> 142 Children
<b>13-17</b>	<b>27.00%</b> 27 Children	<b>15.98%</b> 54 Children
<b>Unknown</b>	<b>13.00%</b> 13 Children	<b>1.48%</b> 5 Children

### SCHOOL ENROLLMENT



Of the 100 unsheltered children, 63 were school aged children. 93.65 percent (59 out of 63) of school aged children were enrolled in school.

### FAMILY COMPOSITION

	UNSHeltered	SHeltered
<b>TWO PARENT FAMILY</b>	<b>46.67%</b> 21 Families	<b>26.95%</b> 38 Families
<b>ONE PARENT FAMILY</b>	<b>53.33%</b> 24 Families	<b>73.05%</b> 129 Families
<b>Single Mother</b>	<b>44.44%</b> 20 Families	<b>73.05%</b> 122 Families
<b>Single Father</b>	<b>8.89%</b> 4 Families	<b>4.19%</b> 7 Families



# EVERYONE COUNTS

## North Service Planning Area SUBPOPULATIONS & DISABLING CONDITIONS

\*Some individuals may identify with more than one subpopulation

Subpopulations

	UNSHELTERED	SHELTERED
<b>CHRONIC HOMELESSNESS</b>	<b>52.88%</b> 790 Individuals	<b>25.73%</b> 212 Individuals
<b>DOMESTIC VIOLENCE*</b>	<b>9.91%</b> 148 Individuals	<b>8.50%</b> 70 Individuals

Disabling Conditions

<b>DEVELOPMENTAL DISABILITY</b>	<b>15.13%</b> 226 Individuals	<b>5.34%</b> 44 Individuals
<b>HIV/AIDS</b>	<b>1.20%</b> 18 Individuals	<b>1.58%</b> 13 Individuals
<b>MENTAL HEALTH ISSUES</b>	<b>25.57%</b> 382 Individuals	<b>28.03%</b> 231 Individuals
<b>PHYSICAL DISABILITY</b>	<b>32.46%</b> 485 Individuals	<b>15.90%</b> 131 Individuals
<b>SUBSTANCE USE ISSUES</b>	<b>36.61%</b> 547 Individuals	<b>23.30%</b> 192 Individuals

**1,494 UNSHELTERED ADULTS**  
**824 SHELTERED ADULTS**



## 887 UNSHELTERED INDIVIDUALS SURVEYED



JAN 2018 - JAN 2019

**324 (36.53%) Individuals  
Reported Experiencing  
Homelessness For The First  
Time In The Past 12 Months**

---

**155 (17.47%) Individuals  
Reported A Vehicle\* As  
Their Current Sleeping  
Location**



**\*A vehicle is defined as a car, truck,  
van or non-functioning recreational  
vehicle**



## 887 UNSHELTERED INDIVIDUALS SURVEYED

**52.09%**  
462 Individuals

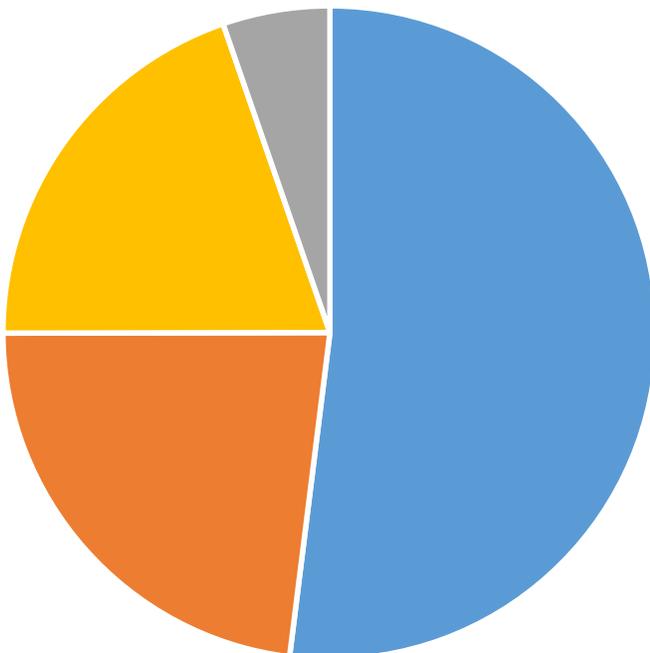
**HAVE FAMILY IN ORANGE COUNTY**

**54.90%**  
487 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**71.70%**  
636 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
461 Individuals (51.97%)

**Full-Time, Part-Time, Seasonally Employed**  
204 Individuals (23.00%)

**Retired, Disabled**  
175 Individuals (19.73%)

**Did Not Answer**  
47 Individuals (5.30%)



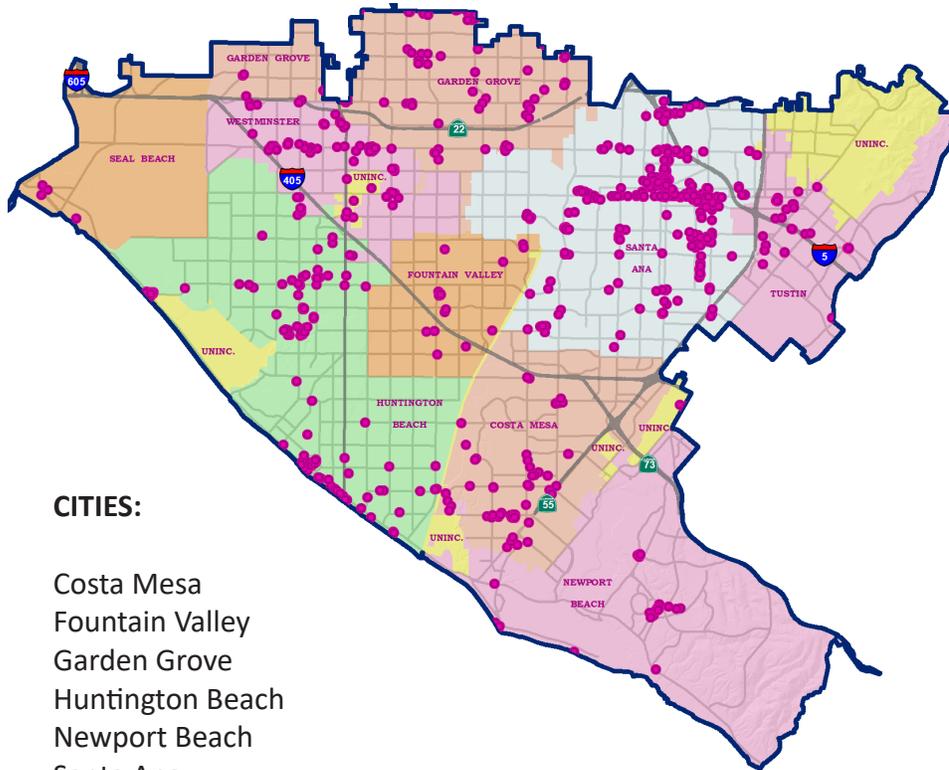
# EVERYONE COUNTS

CENTRAL SERVICE PLANNING AREA



# EVERYONE COUNTS

Central Service Planning Area  
2019 POINT IN TIME



**CITIES:**

- Costa Mesa
- Fountain Valley
- Garden Grove
- Huntington Beach
- Newport Beach
- Santa Ana
- Seal Beach
- Tustin
- Westminster
- County Unincorporated

**1,827 UNSHELTERED TOTAL**

**162 VETERANS**

101 UNSHELTERED | 61 SHELTERED

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

**127 TRANSITIONAL AGED YOUTH**

61 UNSHELTERED | 66 SHELTERED

Individuals ages 18 to 24

**345 SENIORS**

198 UNSHELTERED | 147 SHELTERED

Individuals ages 62 and older

Population	Description	Unsheltered (1,827)	Sheltered (1,505)	TOTAL (3,332)
Individuals	Individuals ages 18+	1,706	1,023	2,729
Families	Households with at least one adult and one child	<b>30 FAMILIES</b> 121 persons in households: 44 Adults 77 Children	<b>149 FAMILIES</b> 477 persons in households: 182 Adults 295 Children	<b>179 FAMILIES</b> 598 persons in households: 226 Adults 372 Children
Unaccompanied Youth	Minors (17 and younger without parent/guardian)	0	5	5



# EVERYONE COUNTS

## Central Service Planning Area 2019 POINT IN TIME COUNT CITY BY CITY

### TOTAL

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	187	6	193
Fountain Valley	28	14	42
Garden Grove	163	62	225
Huntington Beach	289	60	349
Newport Beach	64	0	64
Santa Ana	830	939	1,769
Seal Beach	8	0	8
Tustin	95	264	359
Westminster	159	25	184
County Unincorporated	4	31	35
Unknown Location/Domestic Violence Programs	N/A	104	104
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>1,827</b>	<b>1,505</b>	<b>3,332</b>

### INDIVIDUALS

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	178	3	181
Fountain Valley	28	0	28
Garden Grove	149	13	162
Huntington Beach	271	5	276
Newport Beach	62	0	62
Santa Ana	795	868	1,663
Seal Beach	8	0	8
Tustin	71	81	152
Westminster	143	21	164
County Unincorporated	4	31	35
Unknown Location/Domestic Violence Programs	0	1	1
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>1,709</b>	<b>1,023</b>	<b>2,732</b>

### FAMILIES

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	9	3	12
Fountain Valley	0	14	14
Garden Grove	14	49	63
Huntington Beach	18	50	68
Newport Beach	2	0	2
Santa Ana	35	71	106
Seal Beach	0	0	0
Tustin	24	183	207
Westminster	16	4	20
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	103	103
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>118</b>	<b>477</b>	<b>595</b>



## VETERANS

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	20	0	20
Fountain Valley	0	0	0
Garden Grove	7	0	7
Huntington Beach	16	1	17
Newport Beach	4	0	4
Santa Ana	40	43	83
Seal Beach	0	0	0
Tustin	5	16	21
Westminster	9	1	10
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	0	0
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>101</b>	<b>61</b>	<b>162</b>

## TRANSITIONAL AGED YOUTH

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	4	1	5
Fountain Valley	1	1	2
Garden Grove	4	4	8
Huntington Beach	12	2	14
Newport Beach	0	0	0
Santa Ana	33	33	66
Seal Beach	0	0	0
Tustin	1	13	14
Westminster	6	10	16
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	2	2	4
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>63</b>	<b>66</b>	<b>129</b>

## SENIORS

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	23	0	23
Fountain Valley	2	0	2
Garden Grove	15	0	15
Huntington Beach	23	1	24
Newport Beach	9	0	9
Santa Ana	69	138	207
Seal Beach	1	0	1
Tustin	13	1	14
Westminster	14	7	21
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	5	0	5
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>174</b>	<b>147</b>	<b>321</b>



# EVERYONE COUNTS

## Central Service Planning Area DEMOGRAPHICS

### AGE

	UNSHelterED	SHelterED
<b>Under 18</b>	<b>4.27%</b> 78 Individuals	<b>19.93%</b> 300 Individuals
<b>18-24</b>	<b>3.45%</b> 63 Individuals	<b>4.39%</b> 66 Individuals
<b>25-39</b>	<b>29.67%</b> 542 Individuals	<b>23.92%</b> 360 Individuals
<b>40-49</b>	<b>26.22%</b> 479 Individuals	<b>15.48%</b> 233 Individuals
<b>50-54</b>	<b>13.30%</b> 243 Individuals	<b>11.69%</b> 176 Individuals
<b>55-61</b>	<b>13.68%</b> 250 Individuals	<b>13.56%</b> 204 Individuals
<b>62+</b>	<b>9.41%</b> 172 Individuals	<b>9.77%</b> 147 Individuals
<b>Unknown*</b>		<b>1.26%</b> 19 Individuals

### RACE

	UNSHelterED	SHelterED
<b>American Indian or Alaska Native</b>	<b>2.19%</b> 40 Individuals	<b>4.05%</b> 61 Individuals
<b>Asian</b>	<b>4.60%</b> 84 Individuals	<b>4.78%</b> 72 Individuals
<b>Black or African American</b>	<b>8.21%</b> 150 Individuals	<b>14.09%</b> 212 Individuals
<b>Native Hawaiian or other Pacific Islander</b>	<b>1.26%</b> 23 Individuals	<b>1.13%</b> 17 Individuals
<b>White</b>	<b>71.87%</b> 1,313 Individuals	<b>72.29%</b> 1,088 Individuals
<b>Multiple Races or Other</b>	<b>11.88%</b> 217 Individuals	<b>3.65%</b> 55 Individuals

### GENDER

	UNSHelterED	SHelterED
<b>Female</b>	<b>25.45%</b> 465 Individuals	<b>44.85%</b> 675 Individuals
<b>Male</b>	<b>74.33%</b> 1,358 Individuals	<b>55.02%</b> 828 Individuals
<b>Transgender</b>	<b>0.11%</b> 2 Individuals	<b>0.07%</b> 1 Individual
<b>Gender Non-Conforming</b>	<b>0.11%</b> 2 Individuals	<b>0.07%</b> 1 Individual

### ETHNICITY

	UNSHelterED	SHelterED
<b>Hispanic or Latino</b>	<b>33.22%</b> 607 Individuals	<b>40.66%</b> 612 Individuals
<b>Non-Hispanic or Non-Latino</b>	<b>66.78%</b> 1,220 Individuals	<b>59.34%</b> 893 Individuals

\*One Domestic Violence Provider provided the ages of clients in ranges: under 18, 18 to 24 and 25 and older. There were 20 clients in the 25 and older range.



### AGE OF CHILDREN

	UNSHelterED	SHelterED
<b>Under 1</b>	<b>9.09%</b> 7 Children	<b>4.41%</b> 13 Children
<b>1-5</b>	<b>24.68%</b> 19 Children	<b>36.27%</b> 107 Children
<b>6-12</b>	<b>42.86%</b> 33 Children	<b>31.53%</b> 93 Children
<b>13-17</b>	<b>20.78%</b> 16 Children	<b>12.88%</b> 88 Children
<b>Unknown*</b>	<b>2.60%</b> 2 Children	<b>14.91%</b> 44 Children

### SCHOOL ENROLLMENT



Of the 77 unsheltered children, 53 were school aged children. 98.11 percent (52 out of 53) of school aged children were enrolled in school.

### FAMILY COMPOSITION

	UNSHelterED	SHelterED
<b>TWO PARENT FAMILY</b>	<b>40.00%</b> 12 Families	<b>18.79%</b> 28 Families
<b>ONE PARENT FAMILY</b>	<b>60.00%</b> 18 Families	<b>81.21%</b> 121 Families
<b>Single Mother</b>	<b>50.00%</b> 15 Families	<b>77.18%</b> 115 Families
<b>Single Father</b>	<b>10.00%</b> 3 Families	<b>4.03%</b> 6 Families



# EVERYONE COUNTS

## Central Service Planning Area SUBPOPULATIONS & DISABLING CONDITIONS

\*Some individuals may identify with more than one subpopulation\*

Subpopulations

### CHRONIC HOMELESSNESS

UNSHELTERED

52.91%

926 Individuals

SHELTERED

26.56%

320 Individuals

### DOMESTIC VIOLENCE\*

8.00%

140 Individuals

7.80%

94 Individuals

Disabling Conditions

### DEVELOPMENTAL DISABILITY

12.57%

220 Individuals

4.98%

60 Individuals

### HIV/AIDS

2.40%

42 Individuals

2.07%

25 Individuals

### MENTAL HEALTH ISSUES

27.37%

479 Individuals

32.95%

397 Individuals

### PHYSICAL DISABILITY

29.49%

516 Individuals

13.53%

163 Individuals

### SUBSTANCE USE ISSUES

38.57%

675 Individuals

29.79%

359 Individuals

1,750 UNSHELTERED ADULTS

1,205 SHELTERED ADULTS



## 985 UNSHELTERED INDIVIDUALS SURVEYED



JAN 2018 - JAN 2019

**402 (40.81%) Individuals  
Reported Experiencing  
Homelessness For The First  
Time In The Past 12 Months**

---

**187 (18.98%) Individuals  
Reported A Vehicle\* As  
Their Current Sleeping  
Location**



**\*A vehicle is defined as a car, truck,  
van or non-functioning recreational  
vehicle**



## 985 UNSHELTERED INDIVIDUALS SURVEYED

**52.49%**  
517 Individuals

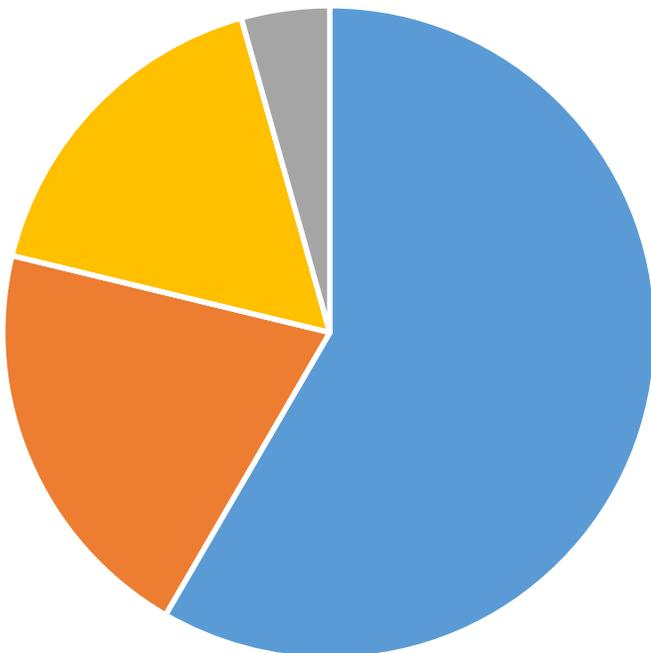
**HAVE FAMILY IN ORANGE COUNTY**

**50.15%**  
494 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**73.81%**  
727 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
575 Individuals (58.38%)

**Full-Time, Part-Time, Seasonally Employed**  
201 Individuals (20.41%)

**Retired, Disabled**  
166 Individuals (16.85%)

**Did Not Answer**  
43 Individuals (4.37%)



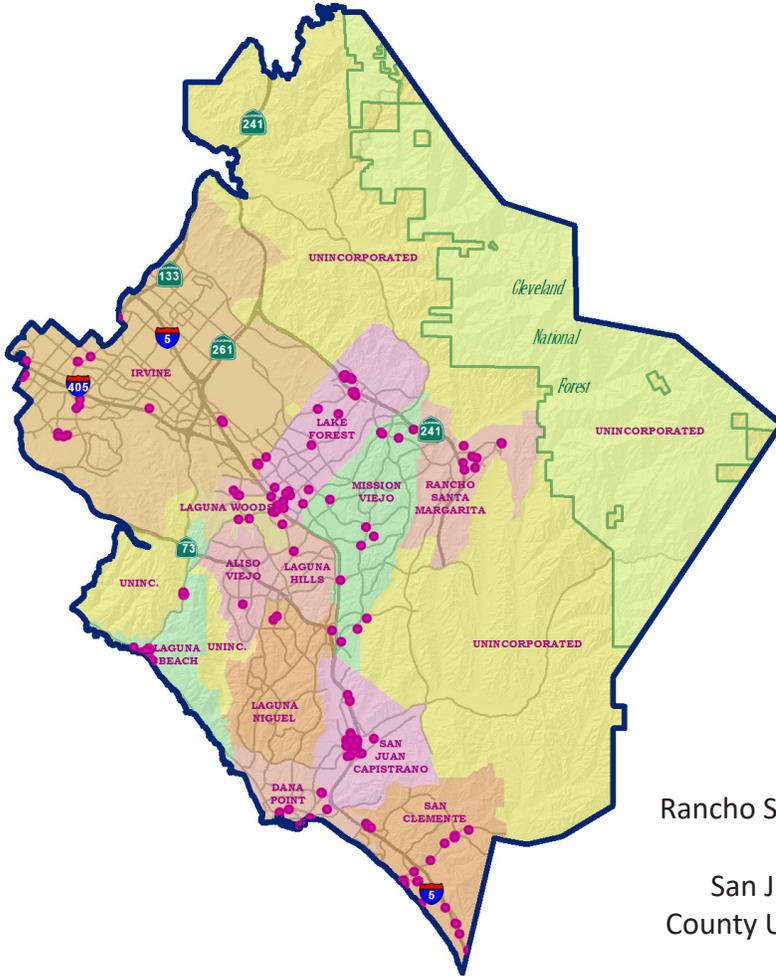
# EVERYONE COUNTS

SOUTH SERVICE PLANNING AREA



# EVERYONE COUNTS

South Service Planning Area  
2019 POINT IN TIME



**CITIES:**

- Aliso Viejo
- Dana Point
- Irvine
- Laguna Beach
- Laguna Hills
- Laguna Niguel
- Laguna Woods
- Lake Forest
- Mission Viejo
- Rancho Santa Margarita
- San Clemente
- San Juan Capistrano
- County Unincorporated

**538 UNSHELTERED TOTAL**

**36 VETERANS**

33 UNSHELTERED | 3 SHELTERED

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

**44 TRANSITIONAL AGE YOUTH**

35 UNSHELTERED | 8 SHELTERED

Individuals ages 18 to 24

**78 SENIORS**

51 UNSHELTERED | 25 SHELTERED

Individuals ages 62 and older

Population	Description	Unsheltered (538)	Sheltered (225)	TOTAL (763)
Individuals	Individuals ages 18+	428	90	518
Families	Households with at least one adult and one child	<b>35 FAMILIES</b> 109 persons in households: 42 Adults 67 Children	<b>40 FAMILIES</b> 135 persons in households: 46 Adults 89 Children	<b>75 FAMILIES</b> 244 persons in households: 88 Adults 156 Children
Unaccompanied Youth	Minors (17 and younger without parent/guardian)	1	0	1



# EVERYONE COUNTS

## South Service Planning Area 2019 POINT IN TIME COUNT CITY BY CITY

### TOTAL

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	32	0	32
Irvine	127	3	130
Laguna Beach	71	76	147
Laguna Hills	24	0	24
Laguna Niguel	7	3	10
Laguna Woods	5	0	5
Lake Forest	76	36	112
Mission Viejo	22	9	31
Rancho Santa Margarita	15	0	15
San Clemente	96	49	145
San Juan Capistrano	62	0	62
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	N/A	49	49
<b>SOUTH SERVICE PLANNING AREA</b>	<b>538</b>	<b>225</b>	<b>763</b>

### INDIVIDUALS

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	30	0	30
Irvine	72	0	72
Laguna Beach	71	76	147
Laguna Hills	22	0	22
Laguna Niguel	4	0	4
Laguna Woods	5	0	5
Lake Forest	59	0	59
Mission Viejo	18	0	18
Rancho Santa Margarita	9	0	9
San Clemente	78	8	86
San Juan Capistrano	57	0	57
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	6	6
<b>SOUTH SERVICE PLANNING AREA</b>	<b>426</b>	<b>90</b>	<b>516</b>

### FAMILIES

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	0	0	0
Dana Point	2	0	2
Irvine	55	3	58
Laguna Beach	0	0	0
Laguna Hills	2	0	2
Laguna Niguel	3	3	6
Laguna Woods	0	0	0
Lake Forest	17	36	53
Mission Viejo	4	9	13
Rancho Santa Margarita	6	0	6
San Clemente	18	41	59
San Juan Capistrano	4	0	4
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	43	43
<b>SOUTH SERVICE PLANNING AREA</b>	<b>111</b>	<b>135</b>	<b>246</b>



# EVERYONE COUNTS

## South Service Planning Area 2019 POINT IN TIME COUNT CITY BY CITY

### VETERANS

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	5	0	5
Irvine	6	0	6
Laguna Beach	6	3	9
Laguna Hills	2	0	2
Laguna Niguel	0	0	0
Laguna Woods	0	0	0
Lake Forest	4	0	4
Mission Viejo	2	0	2
Rancho Santa Margarita	0	0	0
San Clemente	6	0	6
San Juan Capistrano	1	0	1
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	0	0
<b>SOUTH SERVICE PLANNING AREA</b>	<b>33</b>	<b>3</b>	<b>36</b>

### TRANSITIONAL AGED YOUTH

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	0	0	0
Dana Point	2	0	2
Irvine	7	0	7
Laguna Beach	2	2	4
Laguna Hills	1	0	1
Laguna Niguel	0	0	0
Laguna Woods	0	0	0
Lake Forest	4	0	4
Mission Viejo	3	0	3
Rancho Santa Margarita	2	0	2
San Clemente	9	0	9
San Juan Capistrano	5	0	5
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	1	6	7
<b>SOUTH SERVICE PLANNING AREA</b>	<b>36</b>	<b>8</b>	<b>44</b>

### SENIORS

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	0	0	0
Dana Point	1	0	1
Irvine	15	0	15
Laguna Beach	13	23	36
Laguna Hills	8	0	8
Laguna Niguel	1	0	1
Laguna Woods	2	0	2
Lake Forest	4	0	4
Mission Viejo	1	0	1
Rancho Santa Margarita	0	0	0
San Clemente	4	1	5
San Juan Capistrano	2	0	2
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	2	1	3
<b>SOUTH SERVICE PLANNING AREA</b>	<b>53</b>	<b>25</b>	<b>78</b>



# EVERYONE COUNTS

## South Service Planning Area DEMOGRAPHICS

### AGE

	UNSHELTERED	SHELTERED
Under 18	14.50% 78 Individuals	39.56% 89 Individuals
18-24	6.51% 35 Individuals	3.56% 8 Individuals
25-39	25.28% 136 Individuals	24.00% 54 Individuals
40-49	18.77% 101 Individuals	9.33% 21 Individuals
50-54	13.38% 72 Individuals	6.22% 14 Individuals
55-61	12.08% 65 Individuals	6.22% 14 Individuals
62+	9.48% 51 Individuals	11.11% 25 Individuals
Unknown*		0.00% 0 Individuals

### RACE

	UNSHELTERED	SHELTERED
American Indian or Alaska Native	0.74% 4 Individuals	0.00% 0 Individuals
Asian	0.93% 5 Individuals	3.11% 7 Individuals
Black or African American	7.99% 43 Individuals	12.89% 29 Individuals
Native Hawaiian or other Pacific Islander	1.12% 6 Individuals	1.33% 3 Individuals
White	79.74% 429 Individuals	77.33% 174 Individuals
Multiple Races or Other	9.48% 51 Individuals	5.33% 12 Individuals

### GENDER

	UNSHELTERED	SHELTERED
Female	28.07% 151 Individuals	55.11% 124 Individuals
Male	71.75% 386 Individuals	44.89% 101 Individuals
Transgender	0.00% 0 Individuals	0.00% 0 Individuals
Gender Non-Conforming	0.19% 1 Individuals	0.00% 0 Individuals

### ETHNICITY

	UNSHELTERED	SHELTERED
Hispanic or Latin	24.16% 130 Individuals	34.67% 78 Individuals
Non-Hispanic or Non-Latin	75.84% 408 Individuals	65.33% 147 Individuals

\*One Domestic Violence Provider provided the ages of clients in ranges: under 18, 18 to 24 and 25 and older. There were 20 clients in the 25 and older range.



### AGE OF CHILDREN

	UNSHeltered	SHeltered
<b>Under 1</b>	<b>2.98%</b> 2 Children	<b>4.49%</b> 4 Children
<b>1-5</b>	<b>32.84%</b> 22 Children	<b>40.45%</b> 36 Children
<b>6-12</b>	<b>34.33%</b> 23 Children	<b>39.33%</b> 35 Children
<b>13-17</b>	<b>29.85%</b> 20 Children	<b>15.73%</b> 14 Children
<b>Unknown</b>	<b>0.00%</b> 0 Children	<b>0.00%</b> 0 Children

### SCHOOL ENROLLMENT



Of the 67 unsheltered children, 47 were school aged children. 100.00 percent (47 out of 47) of school aged children were enrolled in school.

### FAMILY COMPOSITION

	UNSHeltered	SHeltered
<b>TWO PARENT FAMILY</b>	<b>25.71%</b> 9 Families	<b>20.22%</b> 72 Families
<b>ONE PARENT FAMILY</b>	<b>74.29%</b> 26 Families	<b>79.78%</b> 34 Families
<b>Single Mother</b>	<b>62.86%</b> 22 Families	<b>76.12%</b> 34 Families
<b>Single Father</b>	<b>11.43%</b> 4 Families	<b>0.00%</b> 0 Families



# EVERYONE COUNTS

## South Service Planning Area SUBPOPULATIONS & DISABLING CONDITIONS

\*Some individuals may identify with more than one subpopulation\*

Subpopulations

	UNSHELTERED	SHELTERED
<b>CHRONIC HOMELESSNESS</b>	<b>45.96%</b> 216 Individuals	<b>27.21%</b> 37 Individuals
<b>DOMESTIC VIOLENCE*</b>	<b>13.83%</b> 65 Individuals	<b>15.44%</b> 21 Individuals

Disabling Conditions

<b>DEVELOPMENTAL DISABILITY</b>	<b>13.83%</b> 65 Individuals	<b>0.74%</b> 1 Individuals
<b>HIV/AIDS</b>	<b>1.06%</b> 5 Individuals	<b>0.74%</b> 1 Individuals
<b>MENTAL HEALTH ISSUES</b>	<b>25.53%</b> 120 Individuals	<b>35.29%</b> 48 Individuals
<b>PHYSICAL DISABILITY</b>	<b>29.57%</b> 139 Individuals	<b>19.85%</b> 27 Individuals
<b>SUBSTANCE USE ISSUES</b>	<b>32.77%</b> 154 Individuals	<b>19.12%</b> 26 Individuals

**470 UNSHELTERED INDIVIDUALS**  
**136 SHELTERED INDIVIDUALS**



## 274 UNSHELTERED INDIVIDUALS SURVEYED



JAN 2018 - JAN 2019

**93 (33.94%) Individuals  
Reported Experiencing  
Homelessness For The First  
Time In The Past 12 Months**

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**85 (31.02%) Individuals  
Reported A Vehicle\* As  
Their Current Sleeping  
Location**



\*A vehicle is defined as a car, truck, van  
or non-functioning recreational vehicle



## 274 UNSHELTERED INDIVIDUALS SURVEYED

**47.08%**  
129 Individuals

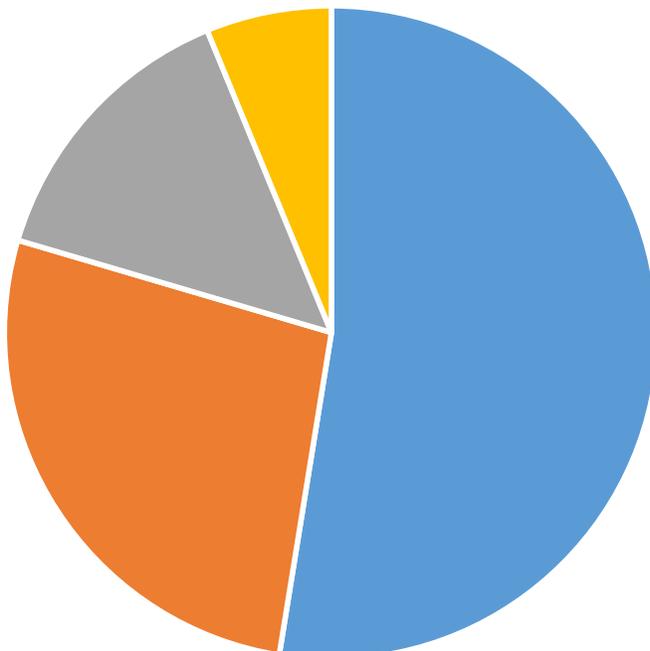
**HAVE FAMILY IN ORANGE COUNTY**

**47.08%**  
129 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**67.15%**  
184 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
144 Individuals (52.55%)

**Full-Time, Part-Time, Seasonally Employed**  
74 Individuals (27.01%)

**Retired, Disabled**  
39 Individuals (14.23%)

**Did Not Answer**  
17 Individuals (6.20%)



# EVERYONE COUNTS

## INDIVIDUALS

Individuals age 18 and older and are experiencing homelessness as single adults or in households comprised of multiple adults.



# 88

### VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

# 75

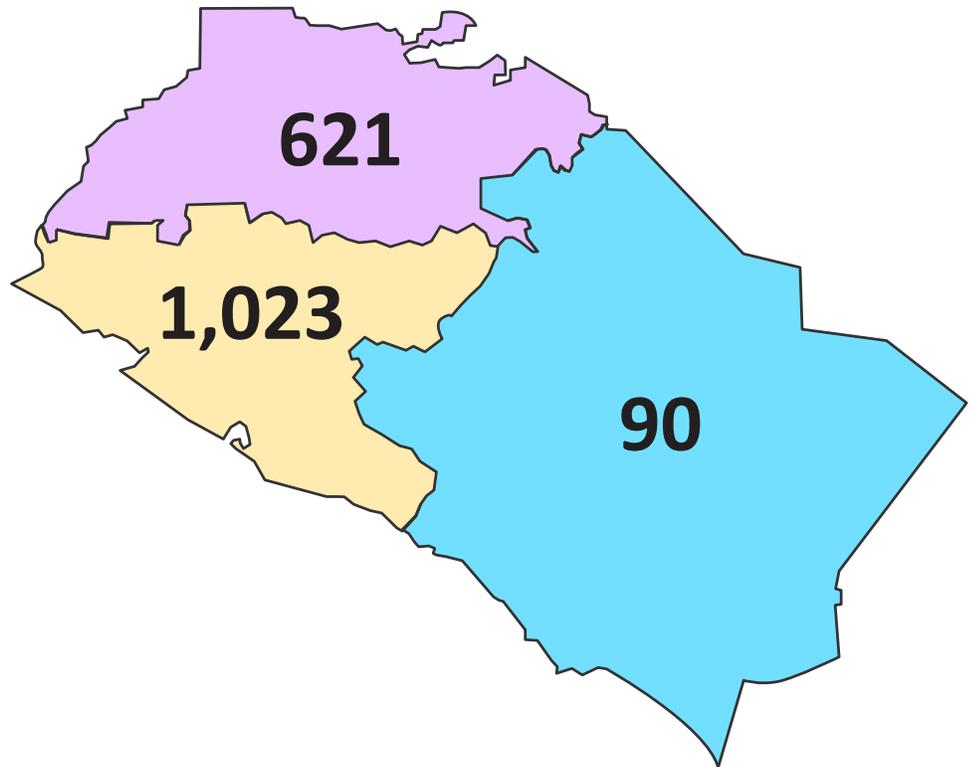
### TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

# 251

### SENIORS

Individuals ages 62 and older



# 1,734

## SHELTERED TOTAL

## KEY FINDINGS

More than half of sheltered and unsheltered individuals were between ages 25 and 19. Largest age group for individuals was ages 25 to 39 and the next largest age group was 40 to 49.

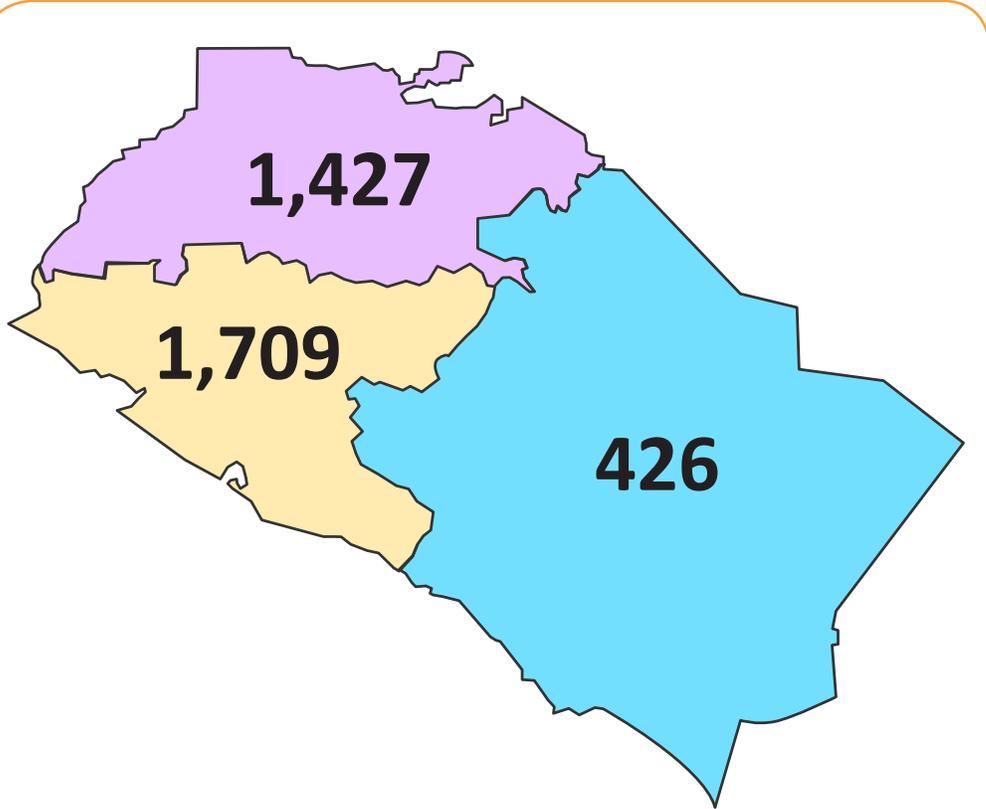
Nearly half (46.47 percent) of sheltered and unsheltered individuals are chronically homeless.

Over half of the unsheltered individuals had community ties to Orange County.



# EVERYONE COUNTS

## Individuals UNSHELTERED COUNT



**3,562**  
UNSHELTERED TOTAL

# 208

## VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

# 152

## TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

# 356

## SENIORS

Individuals ages 62 and older





### AGE

	UNSHELTERED	SHELTERED
18-24	4.27% 152 Individuals	4.32% 75 Individuals
25-39	29.73% 1,059 Individuals	23.01% 399 Individuals
40-49	24.82% 884 Individuals	20.07% 348 Individuals
50-54	15.10% 538 Individuals	15.11% 262 Individuals
55-61	16.09% 573 Individuals	21.86% 379 Individuals
62+	9.99% 356 Individuals	14.48% 251 Individuals
Unknown		1.15% 20 Individuals

### RACE

	UNSHELTERED	SHELTERED
American Indian or Alaska Native	1.91% 68 Individuals	6.23% 108 Individuals
Asian	3.43% 122 Individuals	2.99% 52 Individuals
Black or African American	7.77% 277 Individuals	12.75% 221 Individuals
Native Hawaiian or other Pacific Islander	1.40% 50 Individuals	1.21% 21 Individuals
White	72.80% 2,593 Individuals	73.53% 1,275 Individuals
Multiple Races or Other	12.69% 452 Individuals	3.29% 57 Individuals

### GENDER

	UNSHELTERED	SHELTERED
Female	25.89% 922 Individuals	38.46% 667 Individuals
Male	73.86% 2,631 Individuals	61.25% 1,062 Individuals
Transgender	0.11% 4 Individuals	0.17% 3 Individuals
Gender Non-Conforming	0.14% 5 Individuals	0.12% 2 Individuals

### ETHNICITY

	UNSHELTERED	SHELTERED
Hispanic or Latino	31.61% 1,126 Individuals	31.55% 547 Individuals
Non-Hispanic or Non-Latino	68.39% 2,436 Individuals	68.45% 1,187 Individuals



# EVERYONE COUNTS

## Individuals SUBPOPULATIONS & DISABLING CONDITIONS

\*Some individuals may identify with more than one subpopulation\*

Subpopulations

### CHRONIC HOMELESSNESS

UNSHELTERED

53.73%

1,914 Individuals

SHELTERED

31.55%

547 Individuals

### DOMESTIC VIOLENCE\*

9.29%

331 Individuals

5.71%

99 Individuals

Disabling Conditions

### DEVELOPMENTAL DISABILITY

14.29%

509 Individuals

5.77%

100 Individuals

### HIV/AIDS

1.80%

64 Individuals

2.08%

36 Individuals

### MENTAL HEALTH ISSUES

27.40%

976 Individuals

35.64%

618 Individuals

### PHYSICAL DISABILITY

31.81%

1,133 Individuals

17.70%

307 Individuals

### SUBSTANCE USE ISSUES

34.90%

1,243 Individuals

28.66%

497 Individuals

**3,562 UNSHELTERED INDIVIDUALS**  
**1,734 SHELTERED INDIVIDUALS**



## 1,994 UNSHELTERED INDIVIDUALS SURVEYED



**747 (37.46%) individuals reported experiencing homelessness for the first time in the past 12 months.**

**JAN 2018 - JAN 2019**

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**326 (16.35%) individuals reported a vehicle\* as their current sleeping location.**



**\*A vehicle is defined as a car, truck, van or non-functioning recreational vehicle**



## REPORTED CITY WHERE MOST TIME SPENT WHILE HOMELESS

**City in North Service Planning Area**  
759 Individuals (38.06%)

**City in Central Service Planning Area**  
862 Individuals (43.23%)

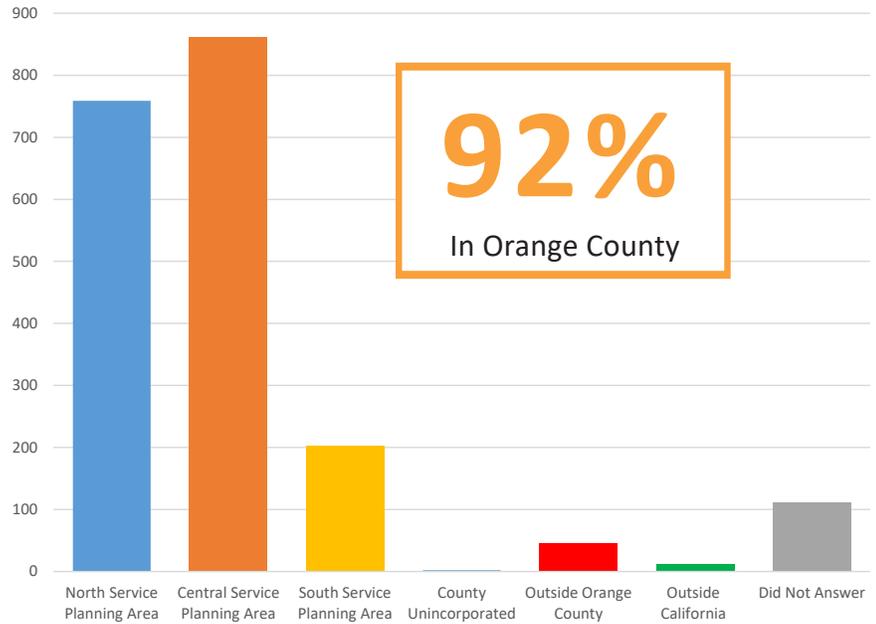
**City in South Service Planning Area**  
203 Individuals (10.18%)

**County Unincorporated**  
2 Individuals (0.10%)

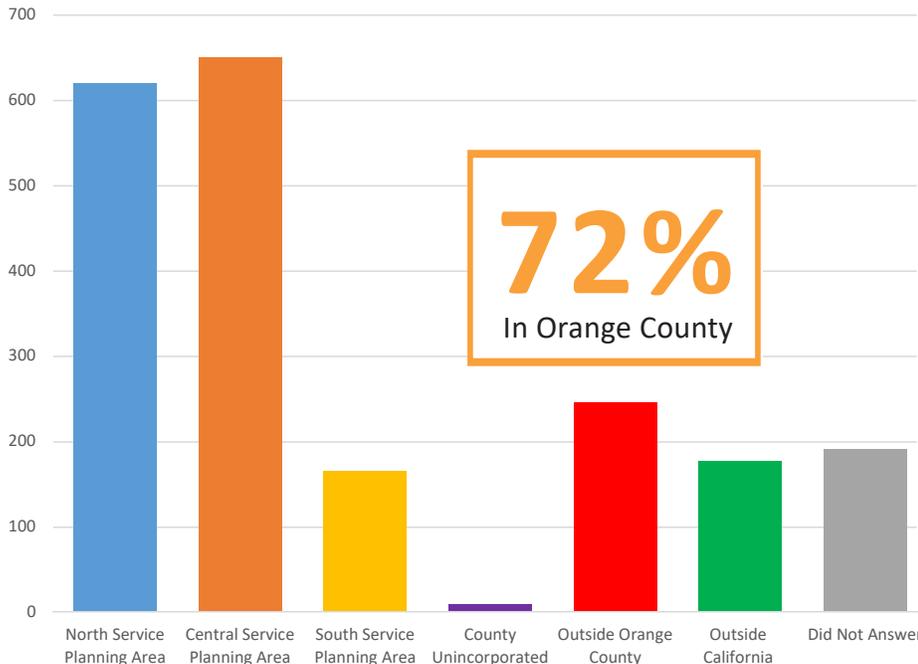
**Outside Orange County**  
45 Individuals (2.26%)

**Outside California**  
12 Individuals (0.60%)

**Did Not Answer**  
111 Individuals (5.57%)



## REPORTED CITY OF LAST PERMANENT ADDRESS



**City in North Service Planning Area**  
619 Individuals (31.04%)

**City in Central Service Planning Area**  
650 Individuals (32.60%)

**City in South Service Planning Area**  
165 Individuals (8.27%)

**County Unincorporated**  
9 Individuals (0.45%)

**Outside Orange County**  
245 Individuals (12.29%)

**Outside California**  
176 Individuals (8.83%)

**Did Not Answer**  
130 Individuals (6.52%)



**51.20%**  
1,021 Individuals

**HAVE FAMILY IN ORANGE COUNTY**

**51.30%**  
1,023 Individuals

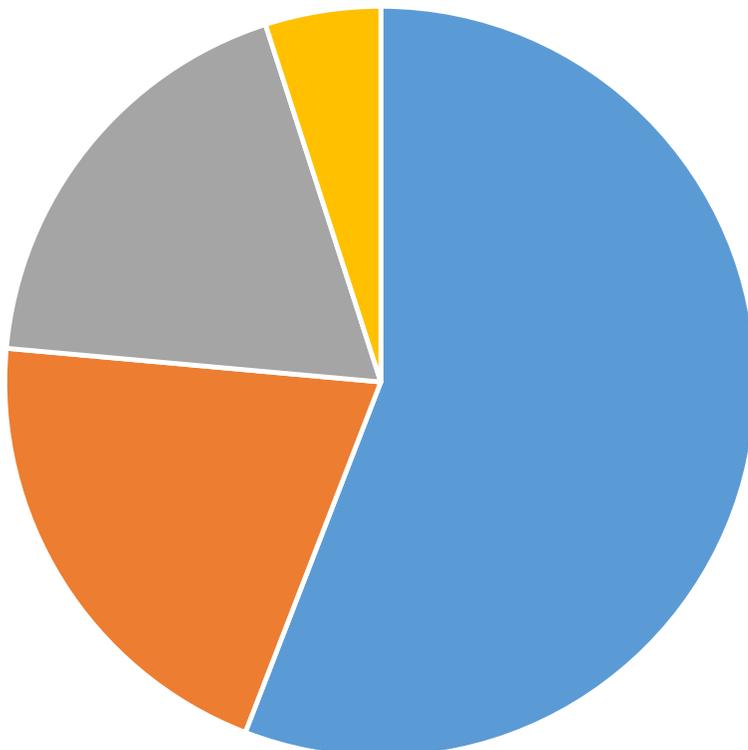
**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**71.77%**  
1,431 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**

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## CURRENT EMPLOYMENT STATUS



**Unemployed**

1,114 Individuals (55.87%)

**Full-Time, Part-Time, Seasonally Employed**

410 Individuals (20.56%)

**Retired, Disabled**

371 Individuals (18.61%)

**Did Not Answer**

99 Individuals (4.96%)



# EVERYONE COUNTS

## Individuals 2019 POINT IN TIME COUNT CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	625	429	1,054
Brea	30	0	30
Buena Park	117	70	187
Cypress	35	0	35
Fullerton	289	88	377
La Habra	38	0	38
La Palma	6	0	6
Los Alamitos	1	3	4
Orange	163	19	182
Placentia	53	7	60
Stanton	67	1	68
Villa Park	0	0	0
Yorba Linda	1	0	1
County Unincorporated	2	0	2
Unknown Location/Domestic Violence Programs	N/A	4	4
<b>NORTH SERVICE PLANNING AREA</b>	<b>1,427</b>	<b>621</b>	<b>2,048</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	178	3	181
Fountain Valley	28	0	28
Garden Grove	149	13	162
Huntington Beach	271	5	276
Newport Beach	62	0	62
Santa Ana	795	868	1,663
Seal Beach	8	0	8
Tustin	71	81	152
Westminster	143	21	164
County Unincorporated	4	31	35
Unknown Location/Domestic Violence Programs	0	1	1
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>1,709</b>	<b>1,023</b>	<b>2,732</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	30	0	30
Irvine	72	0	72
Laguna Beach	71	76	147
Laguna Hills	22	0	22
Laguna Niguel	4	0	4
Laguna Woods	5	0	5
Lake Forest	59	0	59
Mission Viejo	18	0	18
Rancho Santa Margarita	9	0	9
San Clemente	78	8	86
San Juan Capistrano	57	0	57
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	N/A	6	6
<b>SOUTH SERVICE PLANNING AREA</b>	<b>426</b>	<b>90</b>	<b>516</b>



# EVERYONE COUNTS

## FAMILIES

Households with at least one adult and one minor child.



# 11

### VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

# 42

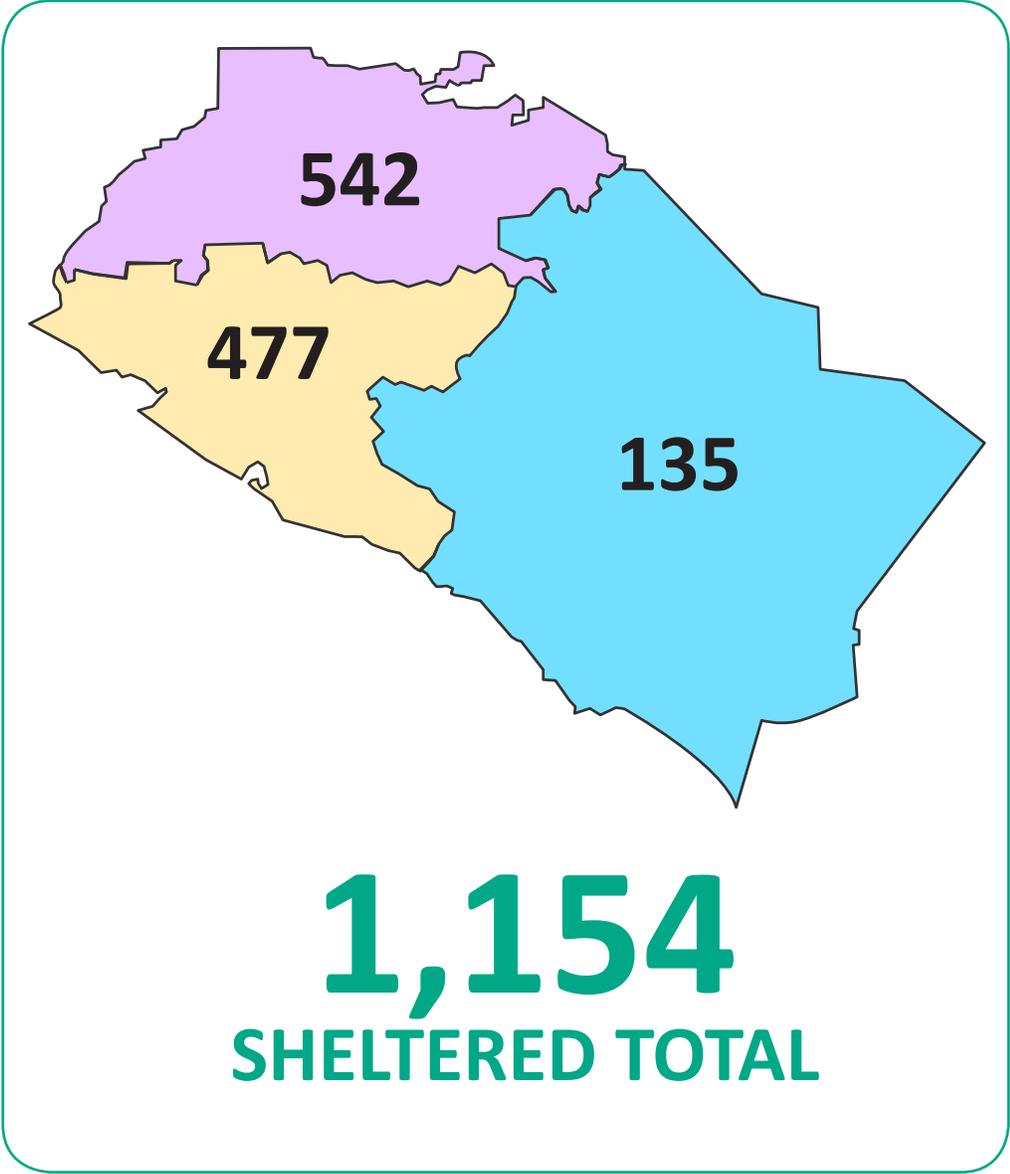
### TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

# 4

### SENIORS

Individuals ages 62 and older

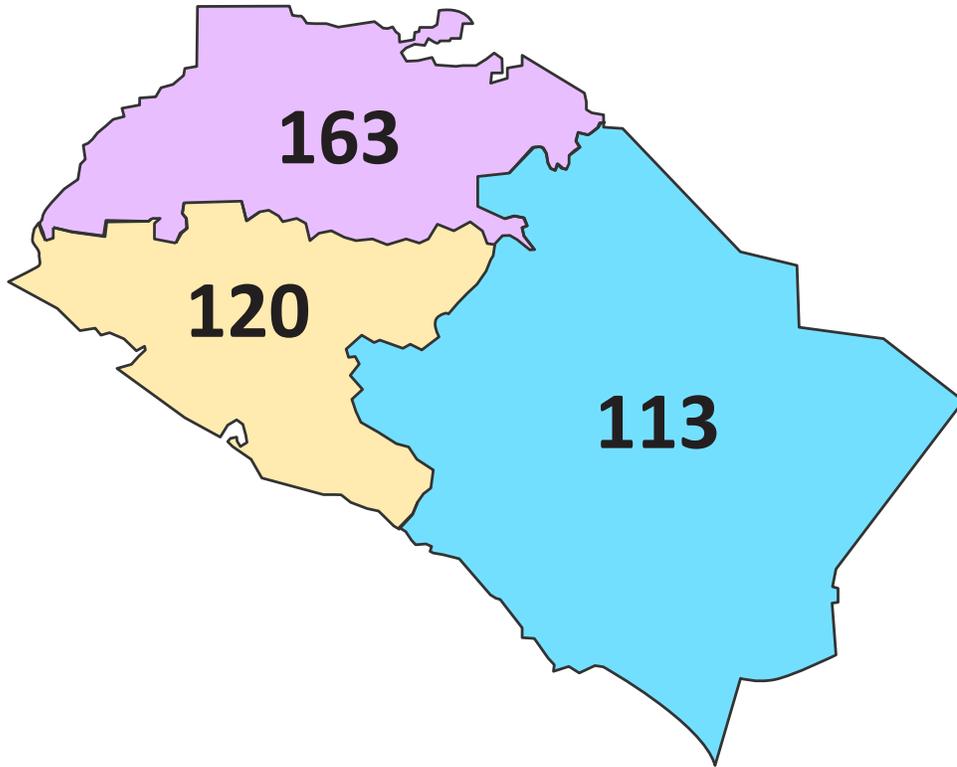


## KEY FINDINGS

There were 466 families experiencing sheltered and unsheltered homelessness on the night of the 2019 Point In Time. Of these 356 were sheltered and 110 were unsheltered.

The 466 families included 1,154 sheltered adults and children and 396 unsheltered adults and children for a total of 1,550 persons.

One-parent families made up 80.1 percent of sheltered families and 61.82 percent of unsheltered families. The majority of one-parent families had a female head of household.



# 396

## UNSHELTERED TOTAL

# 6

### VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves

# 7

### TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

# 0

### SENIORS

Individuals ages 62 and older

## FAMILY FOCUSED EFFORT

Family focused effort was implemented for the 2019 Point In Time County and Survey by the OC Family Solutions Collaborative. Traditionally in previous Point In Time, the number of families identified as experiencing unsheltered homelessness was very low and not representative of the population in need of housing and supportive services. To have a more comprehensive and robust count of families, the participating agencies of the OC Family Solutions Collaborative outreached to families experiencing unsheltered homelessness.

The following family service providers made this effort possible:

- City Net
- Colette’s Children’s Home
- Families Forward
- Family Assistance Ministries
- HIS House
- Illumination Foundation
- OC Family Solutions Collaborative
- Pathways of Hope
- Serving People in Need
- South County Outreach



# EVERYONE COUNTS

## Families DEMOGRAPHICS

### AGE

	UNSHelterED	SHelterED
Under 18	61.62% 244 Individuals	62.56% 722 Individuals
18-24	1.77% 7 Individuals	3.64% 42 Individuals
25-39	22.73% 90 Individuals	22.44% 259 Individuals
40-49	9.34% 37 Individuals	6.76% 78 Individuals
50-54	3.28% 13 Individuals	1.73% 20 Individuals
55-61	1.26% 5 Individuals	0.78% 9 Individuals
62+	0.00% 0 Individuals	0.35% 4 Individuals
Unknown*		1.73% 20 Individuals

### RACE

	UNSHelterED	SHelterED
American Indian or Alaska Native	1.52% 6 Individuals	0.35% 4 Individuals
Asian	0.25% 1 Individuals	3.64% 42 Individuals
Black or African American	14.14% 56 Individuals	18.37% 212 Individuals
Native Hawaiian or other Pacific Islander	4.04% 16 Individuals	1.21% 14 Individuals
White	71.97% 285 Individuals	71.06% 820 Individuals
Multiple Races or Other	8.08% 32 Individuals	5.37% 62 Individuals

### GENDER

	UNSHelterED	SHelterED
Female	54.04% 214 Individuals	62.82% 725 Individuals
Male	45.96% 182 Individuals	37.18% 429 Individuals
Transgender	0.00% 0 Individuals	0.00% 0 Individuals
Gender Non-Conforming	0.00% 0 Individuals	0.00% 0 Individuals

### ETHNICITY

	UNSHelterED	SHelterED
Hispanic or Latino	57.07% 226 Individuals	49.83% 575 Individuals
Non-Hispanic or Non-Latino	42.93% 170 Individuals	50.17% 579 Individuals

\*One Domestic Violence Provider provided the ages of clients in ranges: under 18, 18 to 24 and 25 and older. There were 20 clients in the 25 and older range. 69



### AGE OF CHILDREN

	UNSHelterED	SHelterED
<b>Under 1</b>	<b>5.74%</b> 14 Children	<b>5.96%</b> 43 Children
<b>1-5</b>	<b>22.13%</b> 54 Children	<b>35.18%</b> 254 Children
<b>6-12</b>	<b>36.07%</b> 88 Children	<b>37.40%</b> 270 Children
<b>13-17</b>	<b>29.92%</b> 73 Children	<b>14.68%</b> 106 Children
<b>Unknown*</b>	<b>6.14%</b> 15 Children	<b>6.79%</b> 49 Children

### SCHOOL ENROLLMENT



Of the 244 unsheltered children, 163 were school aged children. 96.93 percent (158 out of 163) of school aged children were enrolled in school.

### FAMILY COMPOSITION

	UNSHelterED	SHelterED
<b>TWO PARENT FAMILY</b>	<b>38.18%</b> 42 Families	<b>20.22%</b> 72 Families
<b>ONE PARENT FAMILY</b>	<b>61.82%</b> 68 Families	<b>79.78%</b> 284 Families
<b>Single Mother</b>	<b>51.82%</b> 57 Families	<b>76.12%</b> 271 Families
<b>Single Father</b>	<b>10.00%</b> 11 Families	<b>3.65%</b> 13 Families



# EVERYONE COUNTS

## Adults in Families SUBPOPULATIONS & DISABLING CONDITIONS

\*Some adults in families may identify with more than one subpopulation\*

Subpopulations

	UNSHELTERED	SHELTERED
<b>CHRONIC HOMELESSNESS</b>	<b>21.71%</b> 33 Individuals	<b>4.63%</b> 20 Individuals
<b>DOMESTIC VIOLENCE*</b>	<b>13.16%</b> 20 Individuals	<b>19.91%</b> 86 Individuals

Disabling Conditions

<b>DEVELOPMENTAL DISABILITY</b>	<b>7.89%</b> 12 Individuals	<b>1.16%</b> 5 Individuals
<b>HIV/AIDS</b>	<b>1.32%</b> 2 Individuals	<b>0.69%</b> 3 Individuals
<b>MENTAL HEALTH ISSUES</b>	<b>13.16%</b> 20 Individuals	<b>13.43%</b> 58 Individuals
<b>PHYSICAL DISABILITY</b>	<b>16.45%</b> 25 Individuals	<b>3.24%</b> 14 Individuals
<b>SUBSTANCE USE ISSUES</b>	<b>6.58%</b> 10 Individuals	<b>18.52%</b> 80 Individuals

**152 UNSHELTERED ADULTS IN FAMILIES**  
**432 SHELTERED ADULTS IN FAMILIES**



## 110 UNSHELTERED FAMILIES SURVEYED



JAN 2018 - JAN 2019

**51 (46.36%) Families  
Reported Experiencing  
Homelessness For The First  
Time In The Past 12 Months**

**70 (63.63%) of Families  
Reported A Vehicle\* As  
Their Current Sleeping  
Location**



**\*A Vehicle Is Defined As A Car, Truck, Van  
Or Non-Functioning Recreational Vehicle**



### REPORTED CITY WHERE MOST TIME SPENT WHILE HOMELESS

**City in North Service Planning Area**  
43 Families (39.09%)

**City in Central Service Planning Area**  
28 Families (25.45%)

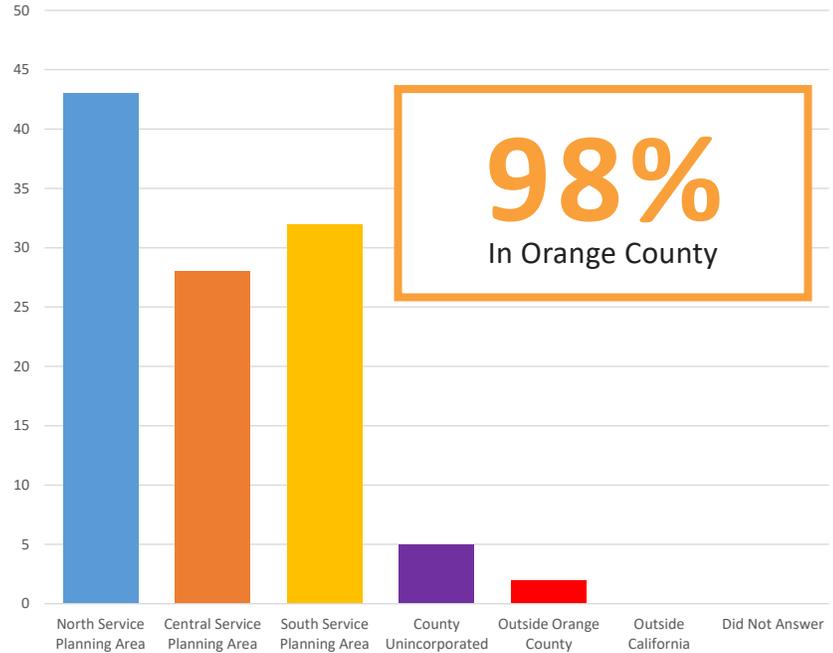
**City in South Service Planning Area**  
32 Families (29.09%)

**County Unincorporated**  
5 Families (4.55%)

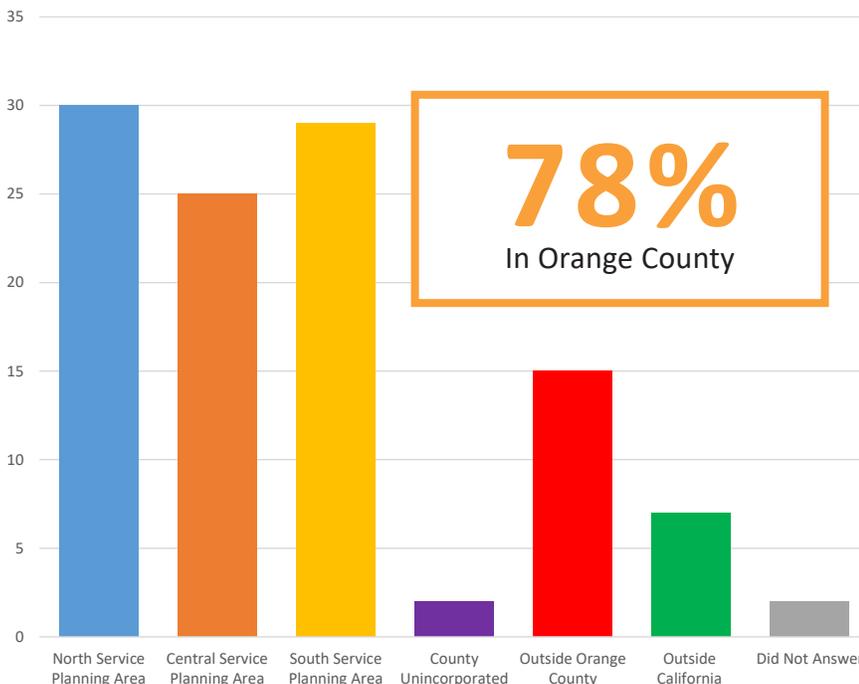
**Outside Orange County**  
2 Families (1.82%)

**Outside California**  
0 Families (0.00%)

**Did Not Answer**  
0 Families (0.00%)



### REPORTED CITY OF LAST PERMANENT ADDRESS



**City in North Service Planning Area**  
30 Families (27.27%)

**City in Central Service Planning Area**  
25 Families (22.73%)

**City in South Service Planning Area**  
29 Families (26.36%)

**County Unincorporated**  
2 Families (1.82%)

**Outside Orange County**  
15 Families (13.64%)

**Outside California**  
7 Families (6.36%)

**Did Not Answer**  
2 Families (1.82%)



## 152 UNSHELTERED ADULTS COMPRISE 110 UNSHELTERED FAMILIES

**61.84%**  
94 Individuals

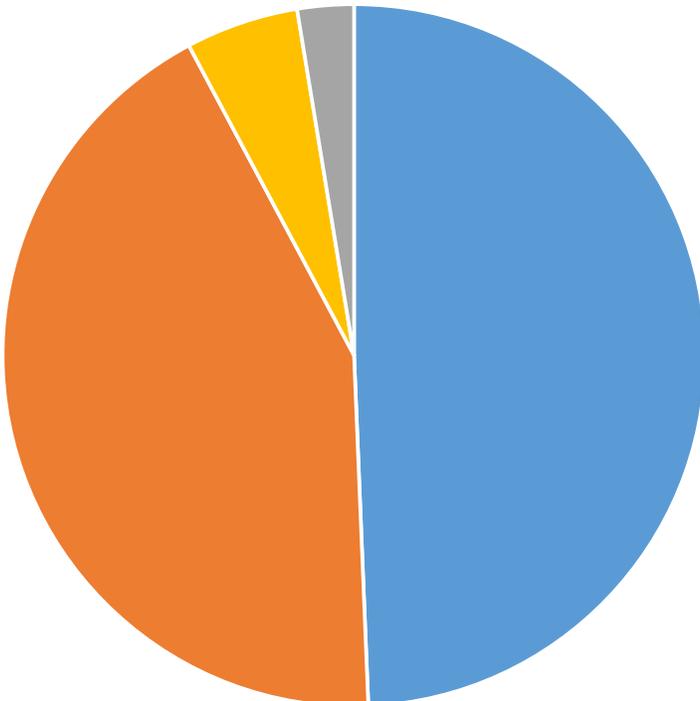
**HAVE FAMILY IN ORANGE COUNTY**

**60.53%**  
92 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**78.29%**  
119 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
76 Individuals (50.00%)

**Full-Time, Part-Time, Seasonally Employed**  
66 Individuals (43.42%)

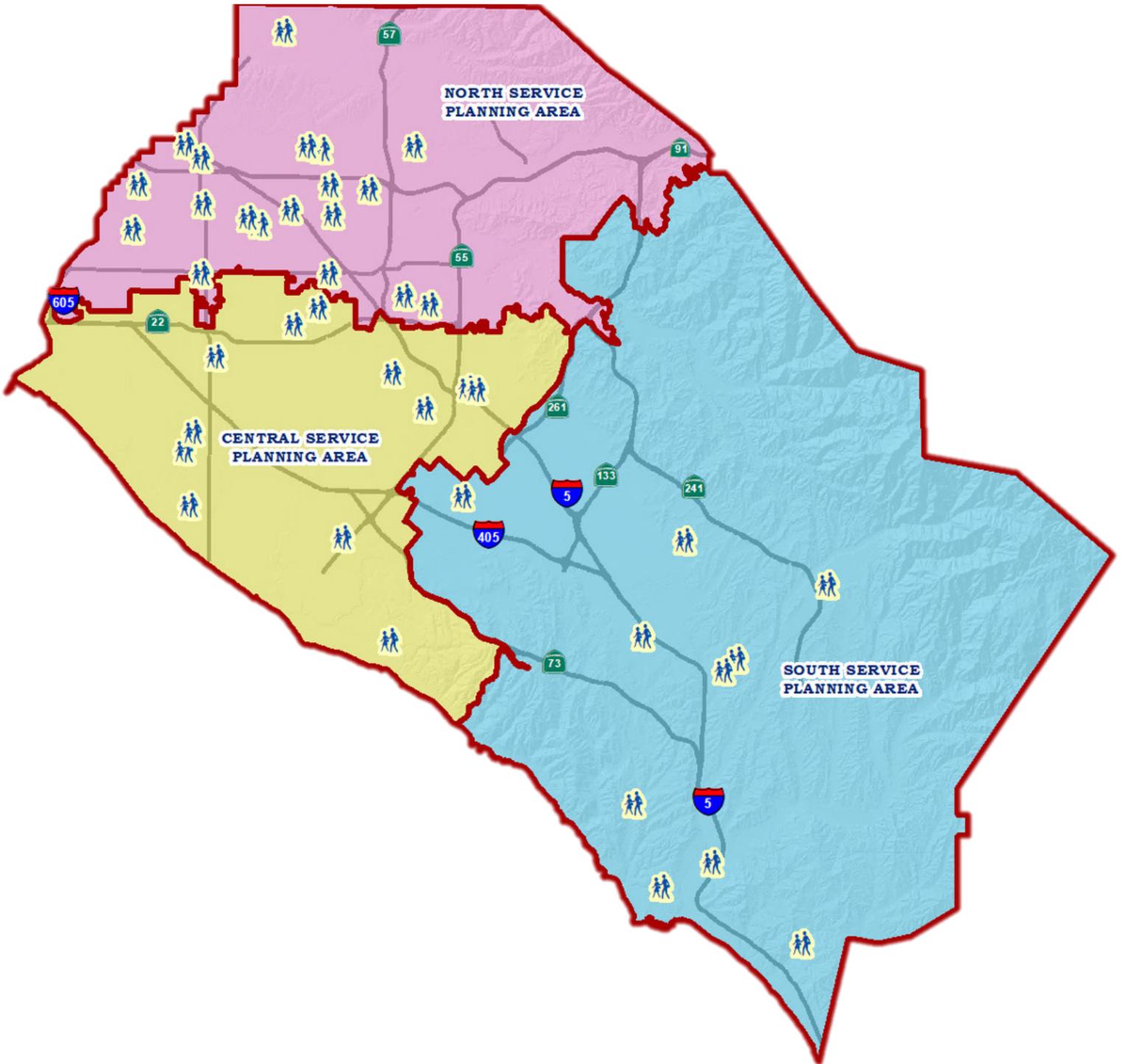
**Retired, Disabled**  
8 Individuals (5.26%)

**Did Not Answer**  
4 Individuals (2.63%)



# EVERYONE COUNTS

Families  
2019 POINT IN TIME COUNT





# EVERYONE COUNTS

## Families 2019 POINT IN TIME COUNT CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	69	79	148
Brea	0	0	0
Buena Park	25	75	100
Cypress	4	0	4
Fullerton	18	77	95
La Habra	7	0	7
La Palma	3	0	3
Los Alamitos	0	12	12
Orange	29	129	158
Placentia	2	101	103
Stanton	4	44	43
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	6	0	6
Unknown Location/Domestic Violence Programs	0	25	25
<b>NORTH SERVICE PLANNING AREA</b>	<b>169</b>	<b>542</b>	<b>711</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	9	3	12
Fountain Valley	0	14	14
Garden Grove	14	49	63
Huntington Beach	18	50	68
Newport Beach	2	0	2
Santa Ana	35	71	106
Seal Beach	0	0	0
Tustin	24	183	207
Westminster	16	4	20
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	103	103
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>118</b>	<b>477</b>	<b>595</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	0	0	0
Dana Point	2	0	2
Irvine	55	3	58
Laguna Beach	0	0	0
Laguna Hills	2	0	2
Laguna Niguel	3	3	6
Laguna Woods	0	0	0
Lake Forest	17	36	53
Mission Viejo	4	9	13
Rancho Santa Margarita	6	0	6
San Clemente	18	41	59
San Juan Capistrano	4	0	4
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	43	43
<b>SOUTH SERVICE PLANNING AREA</b>	<b>111</b>	<b>135</b>	<b>246</b>



# EVERYONE COUNTS

## TRANSITIONAL AGE YOUTH

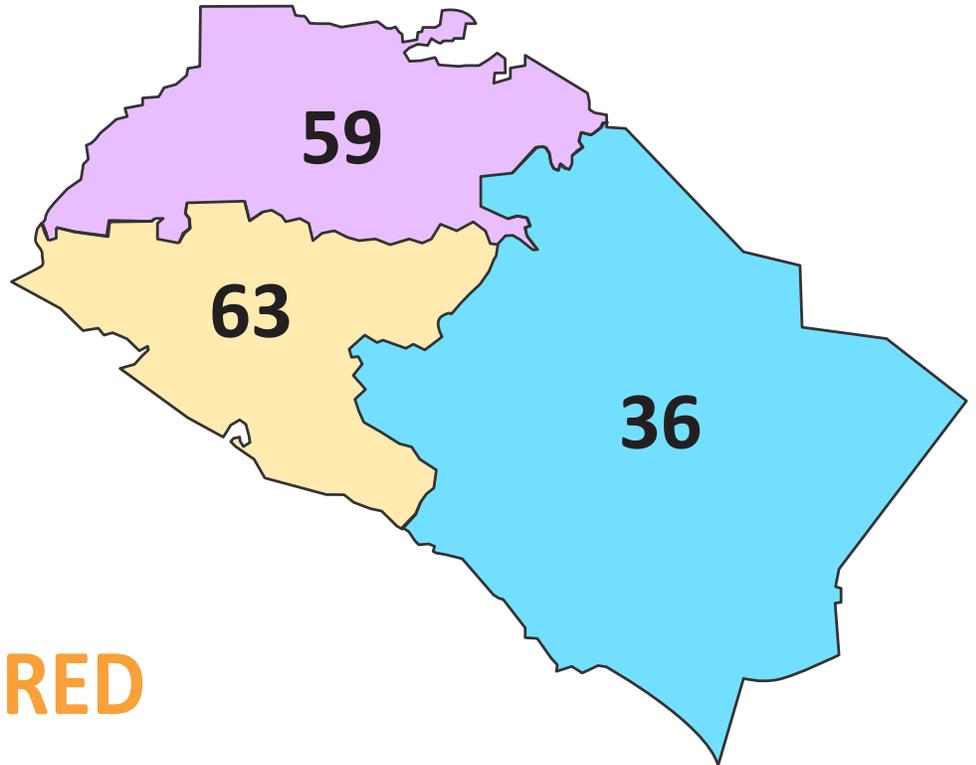
Individuals age 18 to 24.



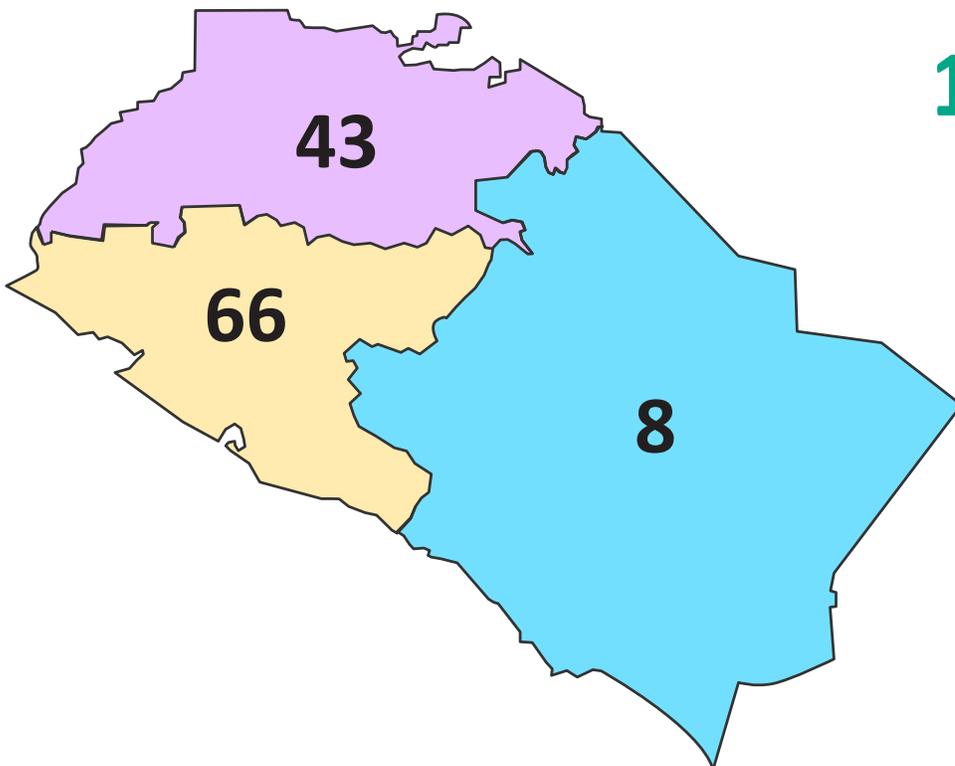
# 2

### VETERANS

Individuals who served in the U.S. Armed Forces, national Guard or Reserves



## 158 UNSHELTERED



## 117 SHELTERED

# 0

### VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves



### RACE

	UNSHELTERED	SHELTERED
American Indian or Alaska Native	1.27% 2 Individuals	0.85% 1 Individual
Asian	3.16% 5 Individuals	3.42% 4 Individuals
Black or African American	8.23% 13 Individuals	21.37% 25 Individuals
Native Hawaiian or other Pacific Islander	3.16% 5 Individuals	0.85% 1 Individual
White	66.46% 105 Individuals	66.67% 78 Individuals
Multiple Races or Other	17.72% 28 Individuals	5.98% 7 Individuals
Unknown		0.85% 1 Individual

### GENDER

	UNSHELTERED	SHELTERED
Female	22.15% 35 Individuals	51.28% 60 Individuals
Male	77.85% 123 Individuals	48.72% 57 Individuals
Transgender	0.00% 0 Individuals	0.00% 0 Individuals
Gender Non-Conforming	0.00% 0 Individuals	0.00% 0 Individuals

### ETHNICITY

	UNSHELTERED	SHELTERED
Hispanic or Latin	43.67% 69 Individuals	46.15% 54 Individuals
Non-Hispanic or Non-Latin	56.33% 89 Individuals	53.85% 63 Individuals



\*Some individuals may identify with more than one subpopulation\*

Subpopulations

### CHRONIC HOMELESSNESS

**UNSHELTERED**

**13.29%**

21 Individuals

**SHELTERED**

**9.40%**

11 Individuals

### DOMESTIC VIOLENCE\*

**12.66%**

20 Individuals

**11.11%**

13 Individuals

Disabling Conditions

### DEVELOPMENTAL DISABILITY

**10.76%**

17 Individuals

**3.42%**

4 Individuals

### HIV/AIDS

**2.53%**

4 Individuals

**1.71%**

2 Individuals

### MENTAL HEALTH ISSUES

**17.72%**

28 Individuals

**10.26%**

12 Individuals

### PHYSICAL DISABILITY

**8.23%**

13 Individuals

**3.42%**

4 Individuals

### SUBSTANCE USE ISSUES

**35.44%**

56 Individuals

**17.95%**

21 Individuals

**158 UNSHELTERED TRANSITIONAL AGE YOUTH**

**117 SHELTERED TRANSITIONAL AGE YOUTH**



## 85 UNSHELTERED TRANSITIONAL AGE YOUTH SURVEYED



JAN 2018 - JAN 2019

**34 (40.00%) Transitional  
Age Youth Reported  
Experiencing  
Homelessness For The First  
Time In The Past 12 Months**

**16 (18.82%) Transitional  
Aged Youth Reported A  
Vehicle\* As Their  
Current Sleeping  
Location**



**\*A Vehicle Is Defined As A Car, Truck, Van  
Or Non-Functioning Recreational Vehicle**



### REPORTED CITY WHERE MOST TIME SPENT WHILE HOMELESS

**City in North Service Planning Area**  
34 Individuals (40.00%)

**City in Central Service Planning Area**  
25 Individuals (29.41%)

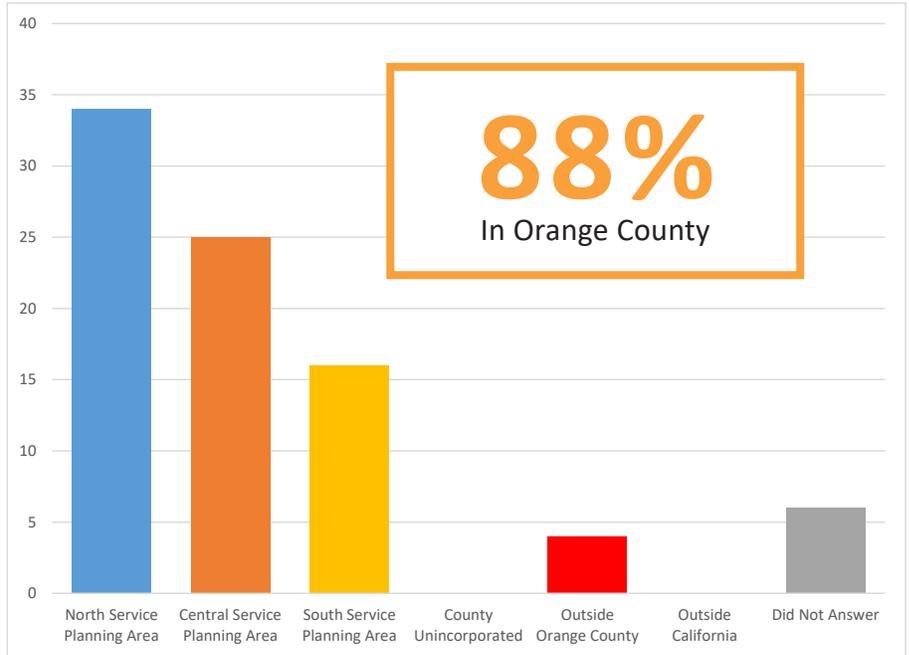
**City in South Service Planning Area**  
16 Individuals (18.82%)

**County Unincorporated**  
0 Individuals (0.00%)

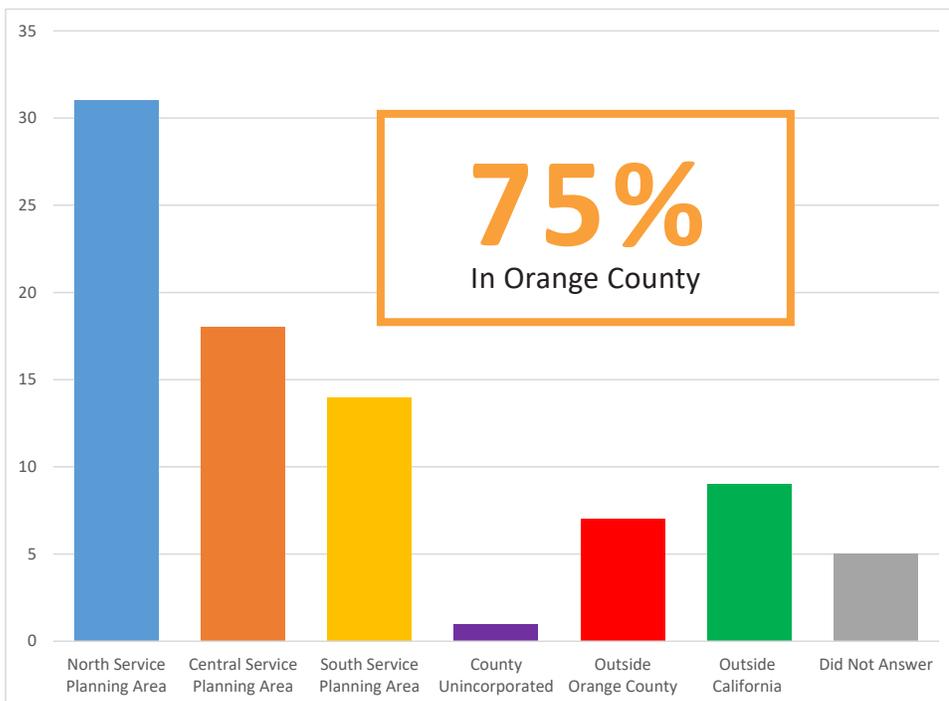
**Outside Orange County**  
4 Individuals (4.71%)

**Outside California**  
0 Individuals (0.00%)

**Did Not Answer**  
6 Individuals (7.06%)



### REPORTED CITY OF LAST PERMANENT ADDRESS



**City in North Service Planning Area**  
31 Individuals (36.47%)

**City in Central Service Planning Area**  
18 Individuals (21.18%)

**City in South Service Planning Area**  
14 Individuals (16.47%)

**County Unincorporated**  
1 Individuals (1.18%)

**Outside Orange County**  
7 Individuals (8.24%)

**Outside California**  
9 Individuals (10.59%)

**Did Not Answer**  
5 Individuals (5.88%)



**58.82%**  
50 Individuals

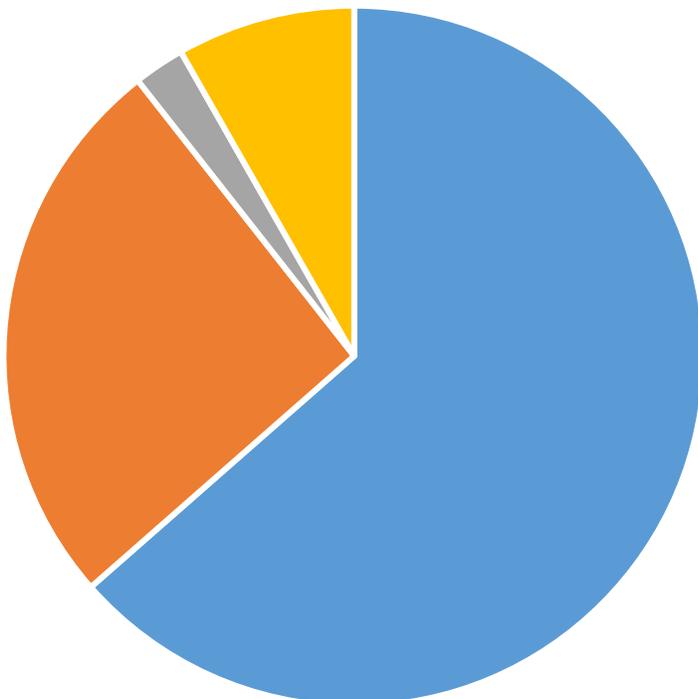
**HAVE FAMILY IN ORANGE COUNTY**

**70.59%**  
60 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**60.00%**  
51 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
54 Individuals (63.53%)

**Full-Time, Part-Time, Seasonally Employed**  
22 Individuals (25.88%)

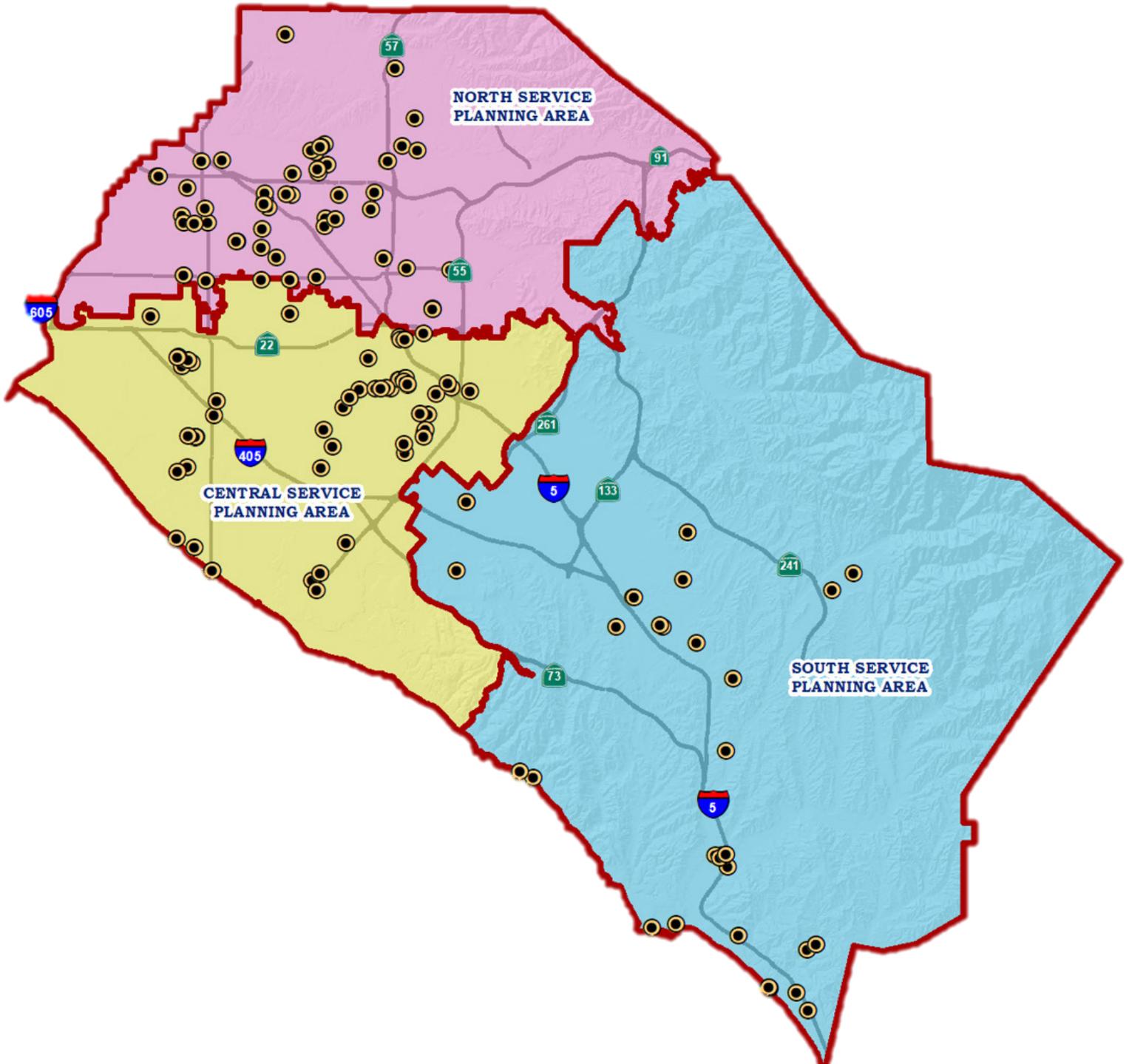
**Retired, Disabled**  
2 Individuals (2.35%)

**Did Not Answer**  
7 Individuals (8.24%)



# EVERYONE COUNTS

## Transitional Age Youth 2019 POINT IN TIME COUNT





# EVERYONE COUNTS

## Transitional Age Youth 2019 POINT IN TIME COUNT CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	24	17	41
Brea	2	0	2
Buena Park	7	1	8
Cypress	0	0	0
Fullerton	10	4	14
La Habra	1	0	1
La Palma	0	0	0
Los Alamitos	0	1	1
Orange	5	14	19
Placentia	5	2	7
Stanton	3	2	5
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	1	0	1
Unknown Location/Domestic Violence Programs	1	2	3
<b>NORTH SERVICE PLANNING AREA</b>	<b>59</b>	<b>43</b>	<b>102</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	4	1	5
Fountain Valley	1	1	2
Garden Grove	4	4	8
Huntington Beach	12	2	14
Newport Beach	0	0	0
Santa Ana	33	33	66
Seal Beach	0	0	0
Tustin	1	13	14
Westminster	6	10	16
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	2	2	4
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>63</b>	<b>66</b>	<b>129</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	0	0	0
Dana Point	2	0	2
Irvine	7	0	7
Laguna Beach	2	2	4
Laguna Hills	1	0	1
Laguna Niguel	0	0	0
Laguna Woods	0	0	0
Lake Forest	4	0	4
Mission Viejo	3	0	3
Rancho Santa Margarita	2	0	2
San Clemente	9	0	9
San Juan Capistrano	5	0	5
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	1	6	7
<b>SOUTH SERVICE PLANNING AREA</b>	<b>36</b>	<b>8</b>	<b>44</b>



# EVERYONE COUNTS

## SENIORS

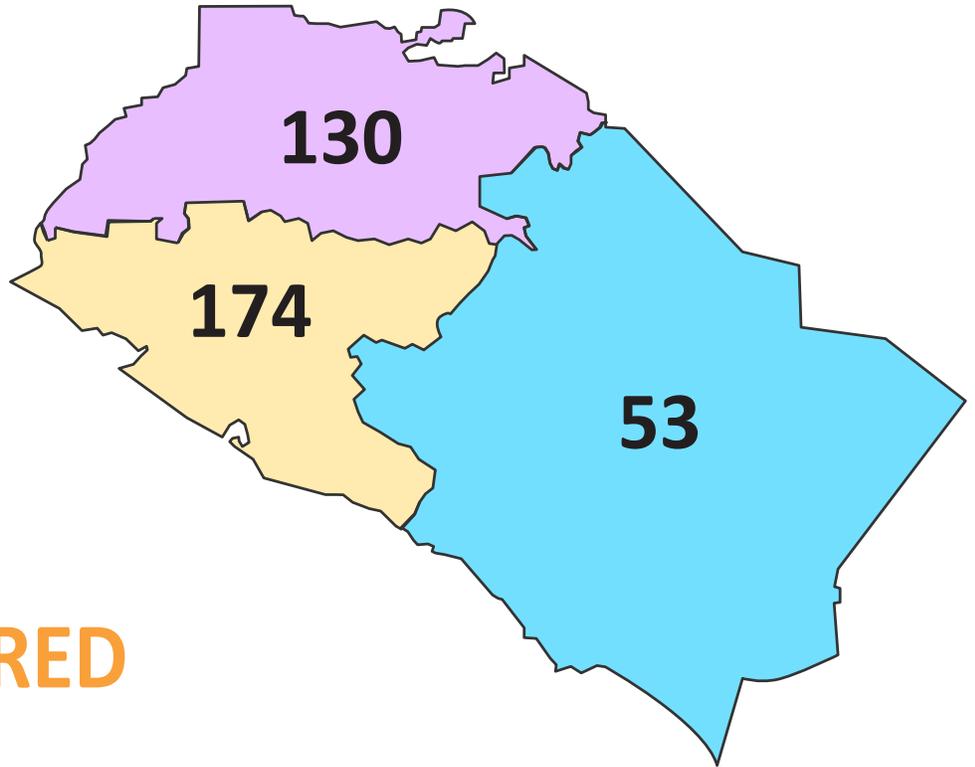
Individuals age 62 and older.



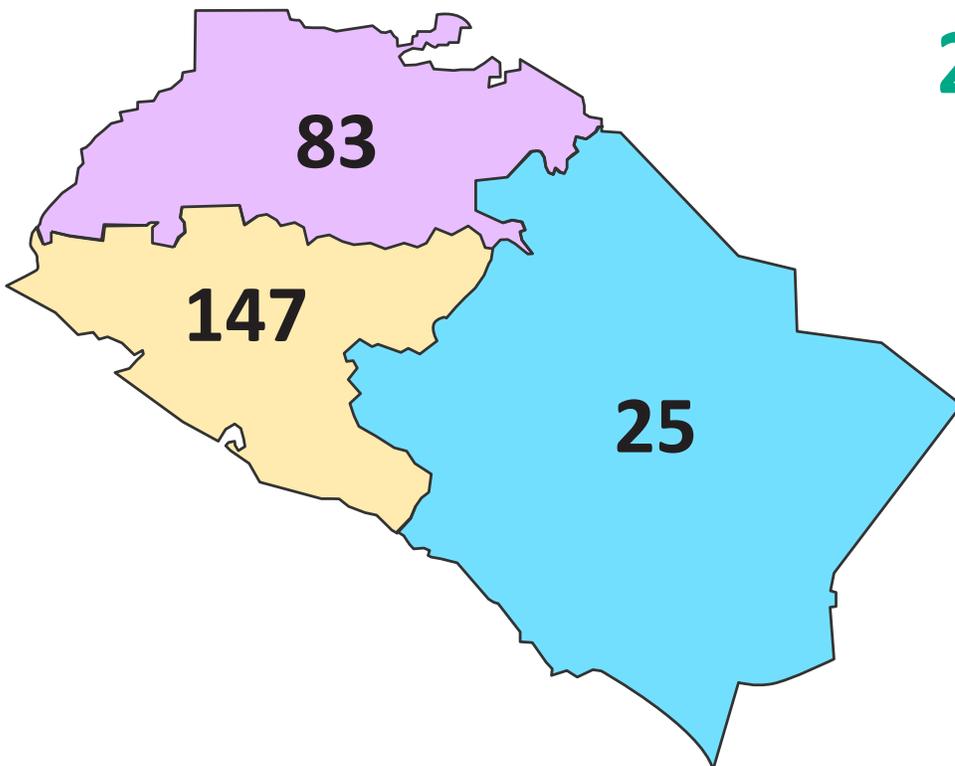
**61**

**VETERANS**

Individuals who served in the U.S. Armed Forces, National Guard or Reserves



### 357 UNSHELTERED



### 255 SHELTERED

**25**

**VETERANS**

Individuals who served in the U.S. Armed Forces, National Guard or Reserves



\*Some individuals may identify with more than one subpopulation\*

Subpopulations

### CHRONIC HOMELESSNESS

UNSHELTERED

55.74%

199 Individuals

SHELTERED

39.22%

100 Individuals

### DOMESTIC VIOLENCE\*

6.72%

24 Individuals

3.14%

8 Individuals

Disabling Conditions

### DEVELOPMENTAL DISABILITY

17.09%

61 Individuals

3.53%

9 Individuals

### HIV/AIDS

0.84%

3 Individuals

1.57%

4 Individuals

### MENTAL HEALTH ISSUES

17.65%

63 Individuals

19.61%

50 Individuals

### PHYSICAL DISABILITY

47.62%

170 Individuals

32.94%

84 Individuals

### SUBSTANCE USE ISSUES

19.61%

70 Individuals

5.88%

15 Individuals

**357 UNSHELTERED SENIORS**  
**255 SHELTERED SENIORS**



### RACE

	UNSHELTERED	SHELTERED
American Indian or Alaska Native	1.96% 7 Individuals	5.10% 13 Individuals
Asian	3.36% 12 Individuals	5.10% 13 Individuals
Black or African American	8.68% 31 Individuals	13.33% 34 Individuals
Native Hawaiian or other Pacific Islander	1.96% 7 Individuals	1.18% 3 Individuals
White	75.35% 269 Individuals	72.94% 186 Individuals
Multiple Races or Other	8.68% 31 Individuals	2.35% 6 Individuals

### GENDER

	UNSHELTERED	SHELTERED
Female	22.69% 81 Individuals	41.96% 107 Individuals
Male	77.31% 276 Individuals	57.65% 147 Individuals
Transgender	0.00% 0 Individuals	0.00% 0 Individuals
Gender Non-Conforming	0.00% 0 Individuals	0.39% 1 Individuals

### ETHNICITY

	UNSHELTERED	SHELTERED
Hispanic or Latino	20.73% 74 Individuals	20.78% 53 Individuals
Non-Hispanic or Non-Latino	79.27% 283 Individuals	79.22% 202 Individuals



## 250 UNSHELTERED SENIORS SURVEYED



JAN 2018 - JAN 2019

**84 (33.60%) Seniors  
Reported Experiencing  
Homelessness For The First  
Time In The Past 12  
Months**

---

**77 (30.80%) Seniors  
Reported A Vehicle\* As  
Their Current Sleeping  
Location**



\*A vehicle is defined as a car, truck, van or non-functioning recreational vehicle



## REPORTED CITY WHERE MOST TIME SPENT WHILE HOMELESS

**City in North Service Planning Area**  
81 Individuals (32.40%)

**City in Central Service Planning Area**  
113 Individuals (45.20%)

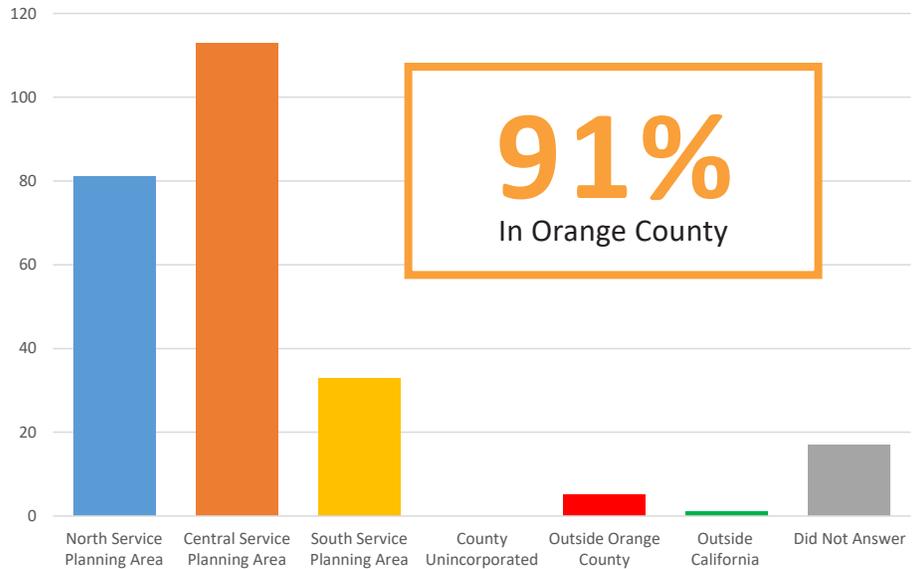
**City in South Service Planning Area**  
33 Individuals (13.20%)

**County Unincorporated**  
0 Individuals (0.00%)

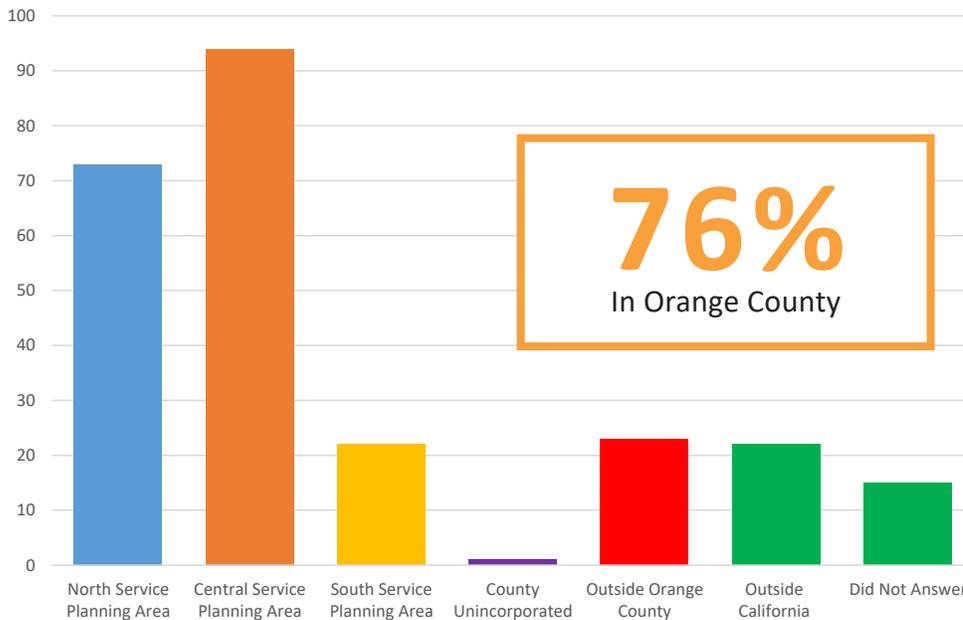
**Outside Orange County**  
5 Individuals (2.00%)

**Outside California**  
1 Individual (0.40%)

**Did Not Answer**  
17 Individuals (6.80%)



## REPORTED CITY OF LAST PERMANENT ADDRESS



**City in North Service Planning Area**  
73 Individuals (29.20%)

**City in Central Service Planning Area**  
94 Individuals (37.60%)

**City in South Service Planning Area**  
22 Individuals (8.80%)

**County Unincorporated**  
1 Individual (0.40%)

**Outside Orange County**  
23 Individuals (9.20%)

**Outside California**  
22 Individuals (8.80%)

**Did Not Answer**  
15 Individuals (6.00%)



**46.40%**  
116 Individuals

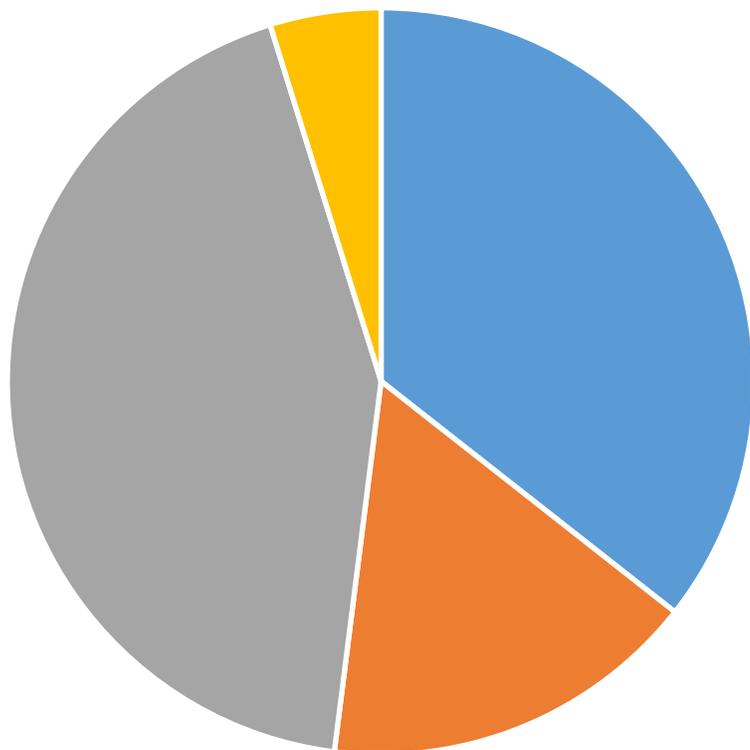
HAVE FAMILY IN ORANGE COUNTY

**44.00%**  
110 Individuals

ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY

**75.20%**  
188 Individuals

CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
89 Individuals (35.60%)

**Full-Time, Part-Time, Seasonally Employed**  
41 Individuals (16.40%)

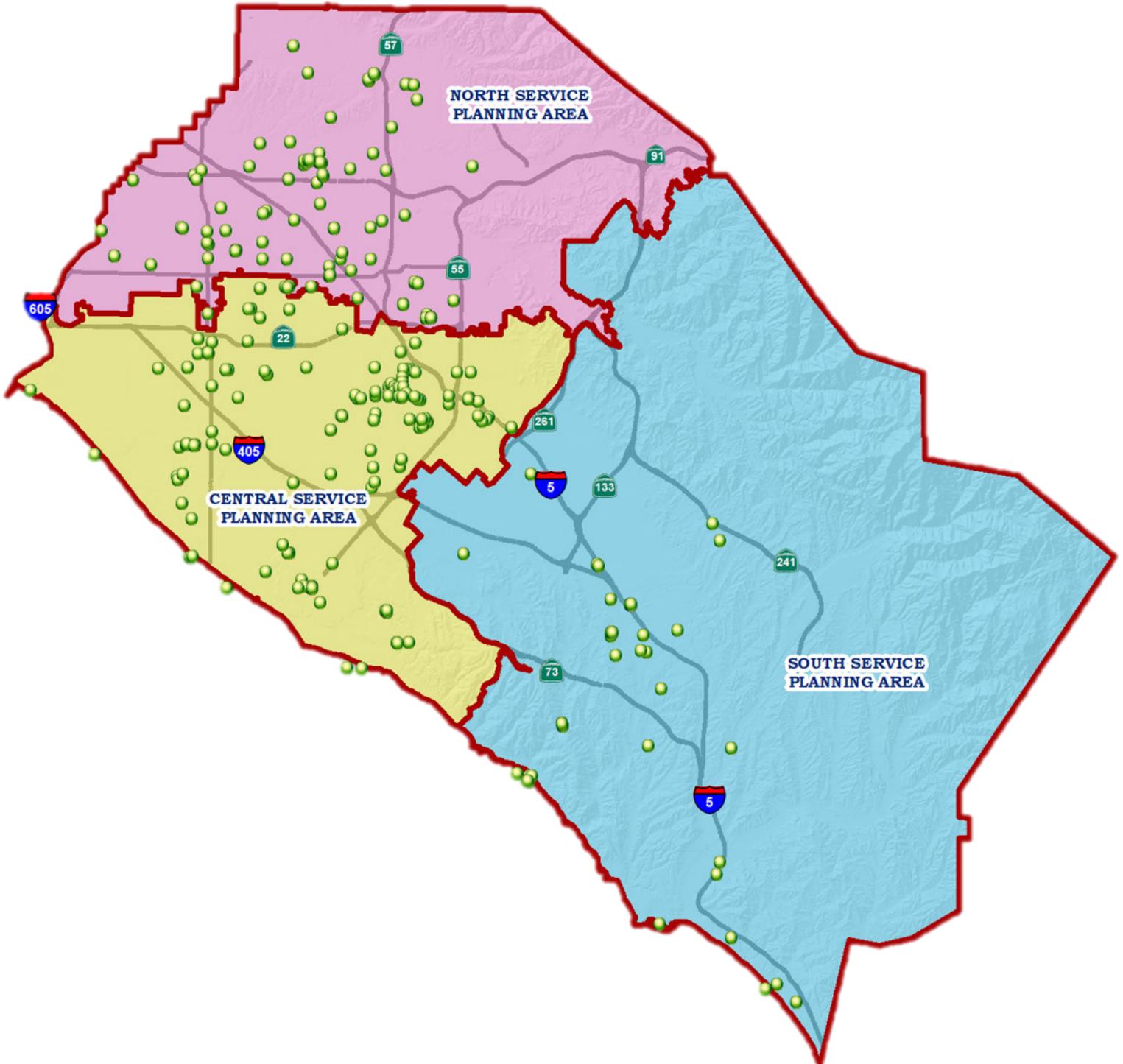
**Retired, Disabled**  
108 Individuals (43.20%)

**Did Not Answer**  
12 Individuals (4.80%)



# EVERYONE COUNTS

## Seniors 2019 POINT IN TIME COUNT





# EVERYONE COUNTS

## Seniors 2019 POINT IN TIME COUNT CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	39	60	99
Brea	8	0	8
Buena Park	9	8	17
Cypress	4	0	4
Fullerton	31	13	44
La Habra	1	0	1
La Palma	1	0	1
Los Alamitos	0	0	0
Orange	28	1	29
Placentia	3	0	3
Stanton	2	0	2
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	4	1	5
<b>NORTH SERVICE PLANNING AREA</b>	<b>130</b>	<b>83</b>	<b>213</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	23	0	23
Fountain Valley	2	0	2
Garden Grove	15	0	15
Huntington Beach	23	1	24
Newport Beach	9	0	9
Santa Ana	69	138	207
Seal Beach	1	0	1
Tustin	13	1	14
Westminster	14	7	21
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	5	0	5
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>174</b>	<b>147</b>	<b>321</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	0	0	0
Dana Point	1	0	1
Irvine	15	0	15
Laguna Beach	13	23	36
Laguna Hills	8	0	8
Laguna Niguel	1	0	1
Laguna Woods	2	0	2
Lake Forest	4	0	4
Mission Viejo	1	0	1
Rancho Santa Margarita	0	0	0
San Clemente	4	1	5
San Juan Capistrano	2	0	2
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	2	1	3
<b>SOUTH SERVICE PLANNING AREA</b>	<b>53</b>	<b>25</b>	<b>78</b>



# EVERYONE COUNTS

## VETERANS

Individuals who served in the U.S. Armed Forces, National Guard or Reserves



0

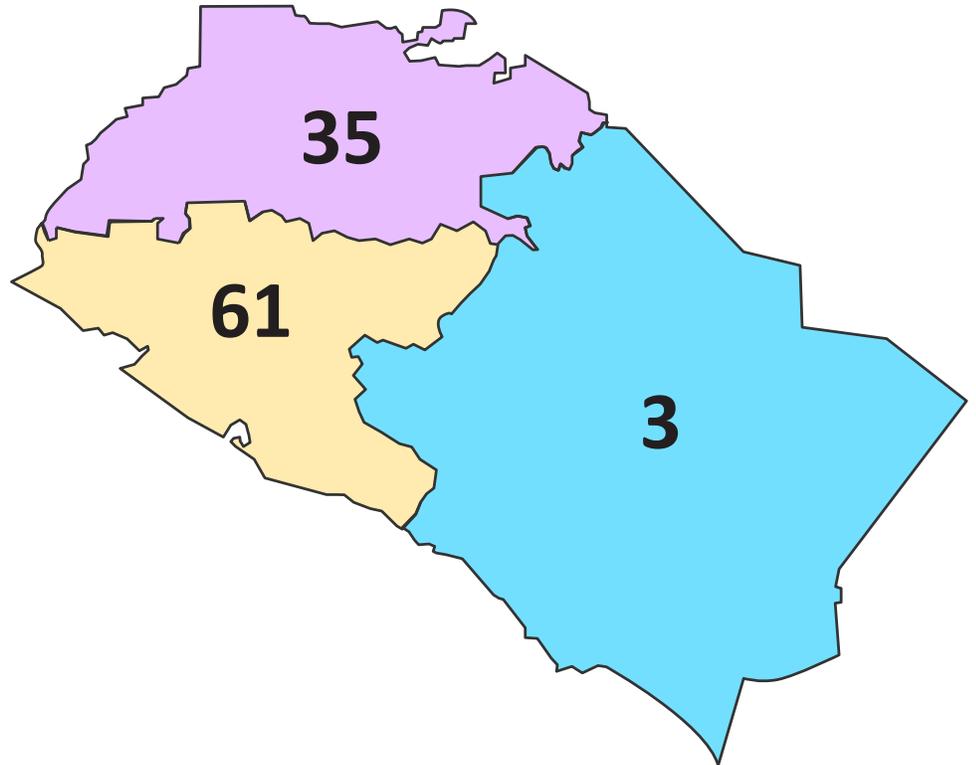
### TRANSITIONAL AGED YOUTH

Individuals ages 18 to 24

25

### SENIORS

Individuals ages 62 and older



99

## SHELTERED TOTAL

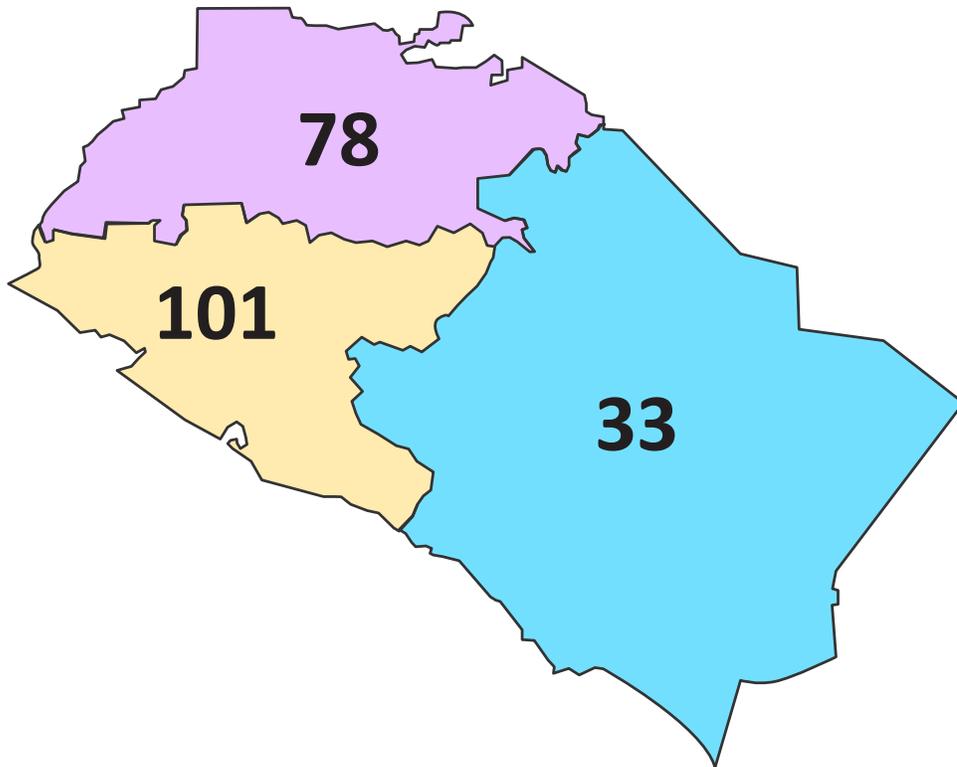
### KEY FINDINGS

The results of the 2019 Point In Time reflect the actual number of veterans experiencing homelessness identified in Orange County as no stratified sampling was applied to the observation surveys.

The majority (89.71 percents) of veterans experiencing homelessness are male.

Over half (54.66 percent) of the veterans experiencing homelessness were age 55 and older.

Nearly half (46.30 percent) of veterans experiencing homelessness are chronically homeless.



**212**  
UNSHELTERED TOTAL

**2**  
TRANSITIONAL  
AGED YOUTH  
Individuals ages 18 to 24

**61**  
SENIORS  
Individuals ages 62 and older

### VETERAN FOCUSED EFFORT

The 2019 Point In Time effort provided Orange County an opportunity to outreach to all veterans experiencing homelessness and reconcile the Veteran Registry through voluntary participation. During the sheltered and unsheltered count, veterans were asked to provide additional personal identifying information, which was used to reconcile with the current Veteran Registry and provide street outreach teams with needed contact and frequent location information for subsequent connection to supportive services and housing resources.

The recorded identifying information included 13 data elements which were determined to be most needed in confirming veteran status and potential benefit and housing program eligibility in partnership with the VA local office and veteran service providers.

There were 95 unsheltered veterans who provided this additional information during the 2019 Point In Time.



### AGE

	UNSHELTERED	SHELTERED
18-24	0.94% 2 Individuals	0.00% 0 Individuals
25-39	14.62% 31 Individuals	24.25% 24 Individuals
40-49	17.45% 37 Individuals	15.15% 15 Individuals
50-54	10.38% 22 Individuals	10.10% 10 Individuals
55-61	27.83% 59 Individuals	25.25% 25 Individuals
62+	28.77% 61 Individuals	25.25% 25 Individuals

### RACE

	UNSHELTERED	SHELTERED
American Indian or Alaska Native	3.30% 7 Individuals	3.03% 3 Individuals
Asian	2.83% 6 Individuals	3.03% 3 Individuals
Black or African American	7.08% 15 Individuals	20.20% 20 Individuals
Native Hawaiian or other Pacific Islander	2.83% 6 Individuals	3.03% 3 Individuals
White	74.06% 157 Individuals	67.68% 67 Individuals
Multiple Races or Other	9.91% 21 Individuals	3.03% 3 Individuals

### GENDER

	UNSHELTERED	SHELTERED
Female	7.55% 16 Individuals	14.14% 14 Individuals
Male	91.98% 195 Individuals	84.85% 84 Individuals
Transgender	0.00% 0 Individuals	0.00% 0 Individuals
Gender Non-Conforming	0.47% 1 Individual	1.01% 1 Individual

### ETHNICITY

	UNSHELTERED	SHELTERED
Hispanic or Latino	19.34% 41 Individuals	16.16% 16 Individuals
Non-Hispanic or Non-Latino	80.66% 171 Individuals	83.84% 83 Individuals



# EVERYONE COUNTS

## Veterans SUBPOPULATIONS & DISABLING CONDITIONS

\*Some individuals may identify with more than one subpopulation\*

Subpopulations

### CHRONIC HOMELESSNESS

UNSHELTERED

52.83%

112 Individuals

SHELTERED

32.32%

32 Individuals

### DOMESTIC VIOLENCE\*

8.49%

18 Individuals

3.03%

3 Individuals

Disabling Conditions

### DEVELOPMENTAL DISABILITY

16.51%

35 Individuals

8.08%

8 Individuals

### HIV/AIDS

3.30%

7 Individuals

3.03%

3 Individuals

### MENTAL HEALTH ISSUES

23.11%

49 Individuals

20.20%

20 Individuals

### PHYSICAL DISABILITY

37.26%

79 Individuals

20.20%

20 Individuals

### SUBSTANCE USE ISSUES

30.19%

64 Individuals

19.19%

19 Individuals

**212 UNSHELTERED VETERANS**  
**99 SHELTERED VETERANS**



## 212 UNSHELTERED VETERANS SURVEYED



JAN 2018 - JAN 2019

**74 Veterans  
(34.91%) reported  
experiencing homelessness  
for the first time in the  
past 12 months**

---

**34 (16.04%) Veterans  
reported a vehicle\* as  
their current sleeping  
location.**



\*A vehicle is defined as a car, truck, van or non-functioning recreational vehicle.



### REPORTED CITY WHERE MOST TIME SPENT WHILE HOMELESS

**City in North Service Planning Area**  
69 Individuals (32.55%)

**City in Central Service Planning Area**  
93 Individuals (43.87%)

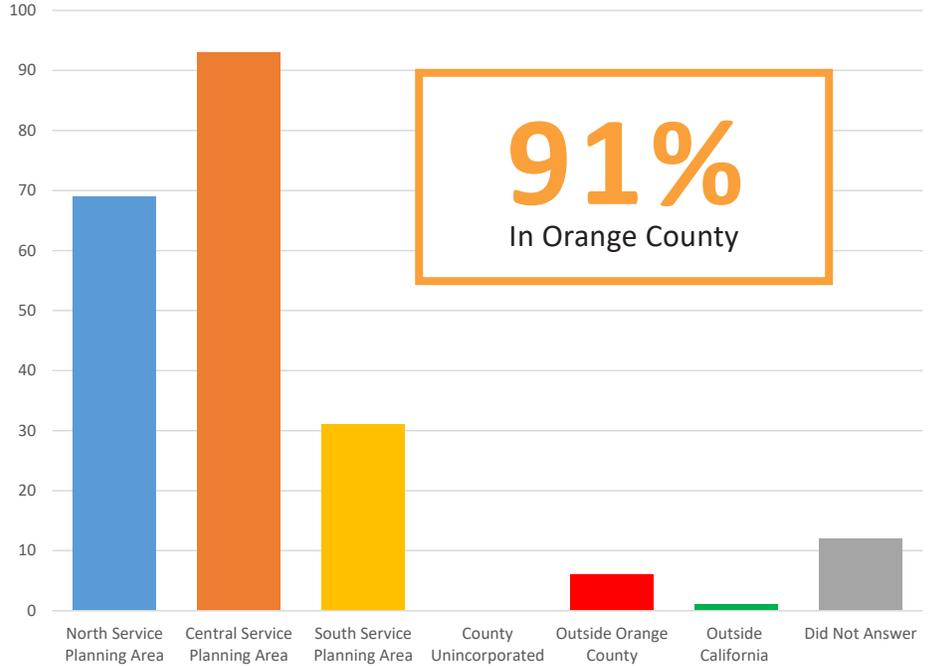
**City in South Service Planning Area**  
31 Individuals (14.62%)

**County Unincorporated**  
0 Individuals (0.00%)

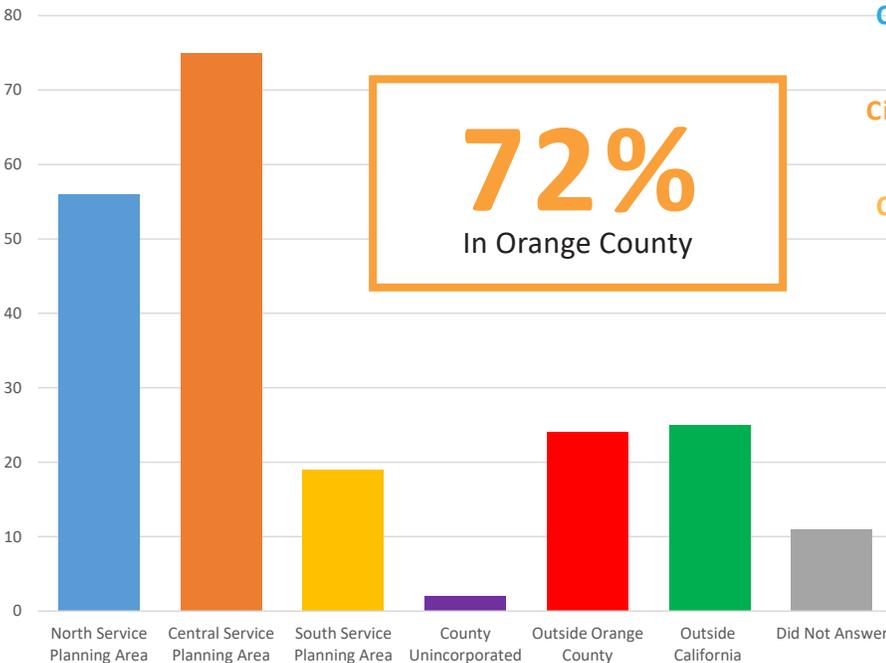
**Outside Orange County**  
6 Individuals (2.83%)

**Outside California**  
1 Individual (0.47%)

**Did Not Answer**  
12 Individuals (5.66%)



### REPORTED CITY OF LAST PERMANENT ADDRESS



**City in North Service Planning Area**  
56 Individuals (26.42%)

**City in Central Service Planning Area**  
75 Individuals (35.38%)

**City in South Service Planning Area**  
19 Individuals (8.96%)

**County Unincorporated**  
2 Individuals (0.94%)

**Outside Orange County**  
24 Individuals (11.32%)

**Outside California**  
25 Individuals (11.79%)

**Did Not Answer**  
11 Individuals  
(5.19%)



**43.40%**  
92 Individuals

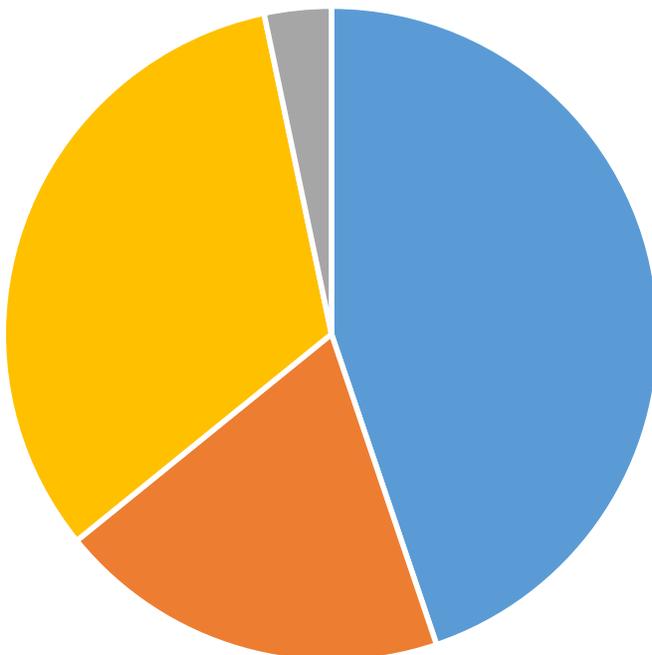
**HAVE FAMILY IN ORANGE COUNTY**

**46.23%**  
98 Individuals

**ATTENDING OR HAVE ATTENDED  
SCHOOL IN ORANGE COUNTY**

**73.58%**  
156 Individuals

**CURRENTLY WORKING OR HAVE EVER  
WORKED IN ORANGE COUNTY**



## CURRENT EMPLOYMENT STATUS

**Unemployed**  
95 Individuals (44.81%)

**Full-Time, Part-Time, Seasonally Employed**  
41 Individuals (19.34%)

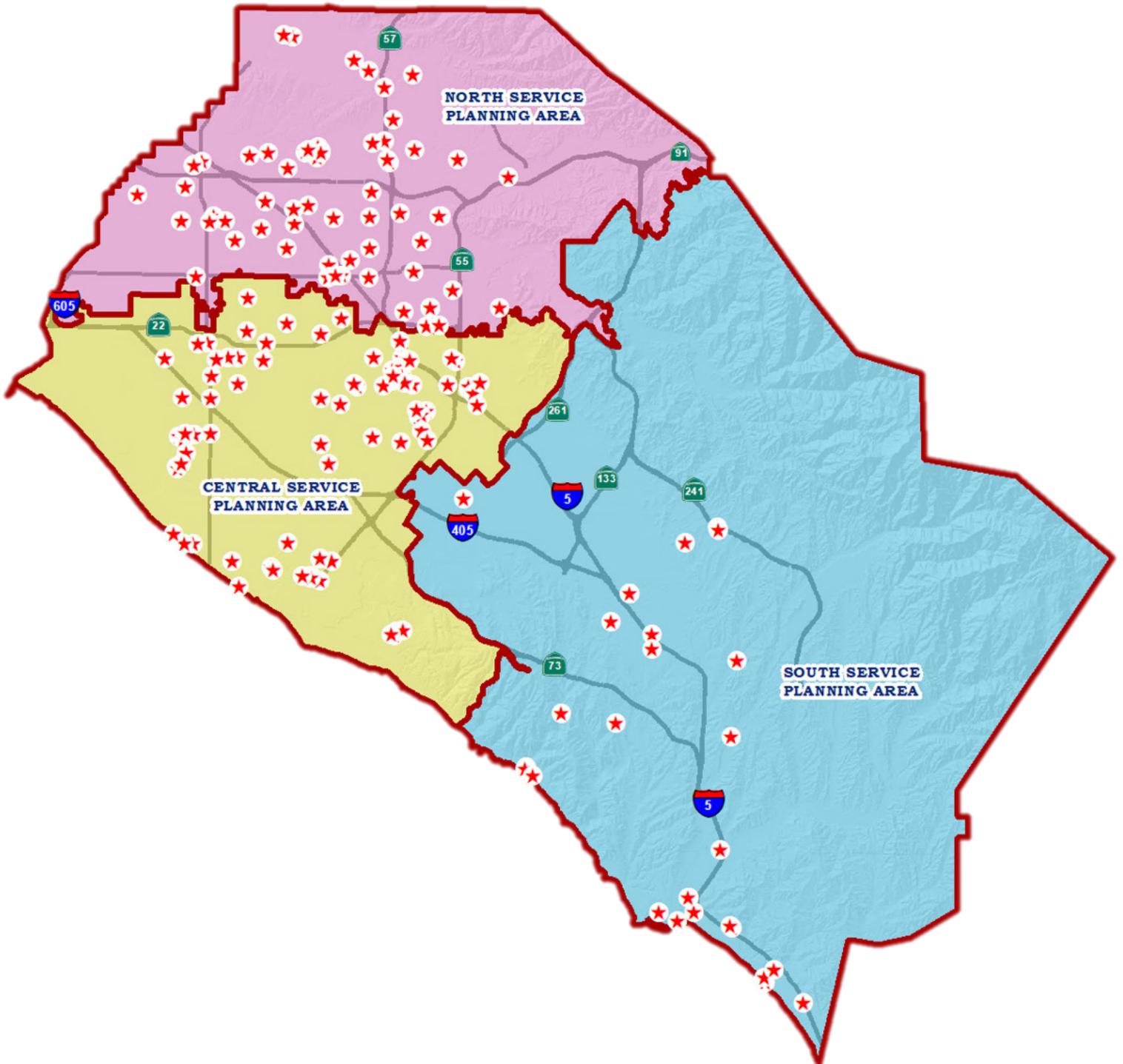
**Retired, Disabled**  
69 Individuals (32.55%)

**Did Not Answer**  
7 Individuals (3.30%)



# EVERYONE COUNTS

## Veterans 2019 POINT IN TIME COUNT





# EVERYONE COUNTS

## Veterans 2019 POINT IN TIME COUNT CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Anaheim	33	25	58
Brea	3	0	3
Buena Park	5	2	7
Cypress	0	0	0
Fullerton	15	4	19
La Habra	2	0	2
La Palma	1	0	1
Los Alamitos	0	0	0
Orange	14	2	16
Placentia	4	1	5
Stanton	1	0	1
Villa Park	0	0	0
Yorba Linda	0	0	0
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	1	1
<b>NORTH SERVICE PLANNING AREA</b>	<b>78</b>	<b>35</b>	<b>113</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Costa Mesa	20	0	20
Fountain Valley	0	0	0
Garden Grove	7	0	7
Huntington Beach	16	1	17
Newport Beach	4	0	4
Santa Ana	40	43	83
Seal Beach	0	0	0
Tustin	5	16	21
Westminster	9	1	10
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	0	0
<b>CENTRAL SERVICE PLANNING AREA</b>	<b>101</b>	<b>61</b>	<b>162</b>

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	5	0	5
Irvine	6	0	6
Laguna Beach	6	3	9
Laguna Hills	2	0	2
Laguna Niguel	0	0	0
Laguna Woods	0	0	0
Lake Forest	4	0	4
Mission Viejo	2	0	2
Rancho Santa Margarita	0	0	0
San Clemente	6	0	6
San Juan Capistrano	1	0	1
County Unincorporated	0	0	0
Unknown Location/Domestic Violence Programs	0	0	0
<b>SOUTH SERVICE PLANNING AREA</b>	<b>33</b>	<b>3</b>	<b>36</b>

## Methodology for Unsheltered Count

### Developing Survey Instrument for the Unsheltered Surveyed-Based Count

The unsheltered count incorporated the use of ESRI Survey123 technology, an ArcGIS smartphone application, which mapped the locations where individuals were counted and surveyed. The application included a locally developed 28-question survey that focused on basic demographic information, subpopulation data, disabling conditions, and other information related to community ties. The application incorporated the use of complex conditional logic to capture vital information based on the recorded responses allowing for linking household members such as partners, spouses and children.

Volunteers were instructed to interview each individual experiencing homelessness they encountered as they canvassed the areas of their map segment, including the noted hot spot locations. The volunteers were able to interview the person using the 28-question survey (Appendix B) with a standardized set of responses. Individuals experiencing homelessness were given the option to decline answering any question at any time and were thanked for their participation. A GIS pin populated the map at the location where the survey was completed for each person interviewed during this process.

If the volunteer interviewing a person experiencing homelessness felt uncomfortable with the surroundings or if the person experiencing homelessness was asleep or did not want to be interviewed, volunteers were instructed to collect demographic data based on their observations. These observations would provide the best “guesstimate” for the following questions (Appendix C):

1. What is the person’s gender?
2. What is the person’s age group (various age groups were listed)?
3. What is their race?
4. Is the person Hispanic or Latino?

HUD states that when using survey instruments,

- A. “Continuums of Care should consider whether adding multiple additional questions creates a survey that is prohibitively long and difficult to administer”;
- B. Continuums of Care “must first ensure they are collecting the data required by HUD when developing their survey instruments”; and
- C. Continuums of Care “should carefully consider whether additional data collection beyond the HUD-required elements will result in an undue burden on provider staff and homeless persons and hinder the data quality of the HUD-required elements.”<sup>2</sup>

Thus, while developing the count and survey instrument for the unsheltered surveyed-based count, the questions were limited as follows:

- Questions 1 – 22 ensured that the data required for the unique identifier and by HUD was collected; and
- A limited number of other questions relating to community ties and employment history were included, which were questions 23 to 28:
  - In what city did you last have a permanent address?
  - In what city do you spend the most time while homeless?
  - Do you have family who lives in Orange County?
  - Have you ever attended or currently attend school in Orange County?
  - Have you ever worked or currently work in Orange County?
  - Which of the following best describes your employment situation?

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<sup>2</sup> *Ibid.*; page 9.

## Subpopulations Specific Efforts for the Unsheltered Count Families

The OC Family Solutions Collaborative is a coalition of the leading family service nonprofits in Orange County and was formed to streamline the process for homeless families to be connected to the services and housing resources. The OC Family Solutions Collaborative also leads the family component of the Coordinated Entry System and as such have a clear connection to the families experiencing homelessness in Orange County. Traditionally, the results of the Point In Time are not representative of the unsheltered families because the population is either hidden or difficult to identify during the traditional street count processes. To have a more comprehensive and accurate count of families experiencing homelessness, the participating agencies of the OC Family Solutions Collaborative outreached to families known to them as currently experiencing unsheltered homelessness (Appendix G).

The following family service nonprofits from the OC Family Solutions Collaborative made this subpopulation specific effort possible:

- HIS House
- Pathways of Hope
- Illumination Foundation
- Colette's Children's Home
- Serving People in Need
- Families Forward
- South County Outreach
- Family Assistance Ministries
- City Net
- OC Family Solutions Collaborative

## Veterans

The 2019 Point In Time effort provided Orange County an opportunity to outreach to all veterans experiencing homelessness and reconcile the existing Veteran Registry through voluntary participation.

Homeless veterans staying in emergency shelters and transitional housing programs on the night of Tuesday, January 22, 2019, were counted as experiencing sheltered homelessness. Homeless veterans encountered on the streets the mornings or evenings of Wednesday, January 23 and Thursday, January 24, 2019, were counted as experiencing unsheltered or street-level homelessness. In both instances, the veteran was asked to provide additional personal identifying information and provide permission to reconcile with the current Veteran Registry and provide street outreach teams with needed contact and frequent location information for subsequent linkages to supportive services and housing resources.

The recorded identifying information included 13 data elements (Appendix D) which were determined to be most needed in confirming veteran status and potential benefit and housing program eligibility in partnership with the Veterans Administration Healthcare System in Long Beach and to coordinate with Veteran service providers. There were 95 veterans who provided this additional information during the 2019 Point In Time.

It is important to note that during the 2019 Point In Time determination of veteran status was based on self-report by answering affirmatively to any of the two following questions:

- Have you served in the United States Armed Forces (Army, Navy, Air Force, Marine Corps, or Coast Guard)?
- Were you ever called into active duty as a member of the National Guard or as a Reservist?

For the purposes of the Veteran Registry, a veteran is anyone who served in the armed forces, including persons who served on active duty from the military reserves or the National Guard, regardless of how long they served or the type of discharge received.

## Field Data Collection and Mapping

City Net mapping experts worked in collaboration with law enforcement and homeless service providers to determine where homeless activity was within each of the 34 cities. Throughout the month of October 2018, data was collected through the use of police ride along trips and homeless hotspot reviews. The ArcGIS program, a spatial database, was used to pinpoint and outline hotspot locations within the county. This data was shared with OC Public Works to create maps of the county jurisdiction.

Through the months of November 2018 to January 2019, City Net mapping experts followed up with each city's Homeless Liaison Officer(s) and/or homeless street outreach staff to update maps with recent homeless activity. In the weeks leading up to 2019 Point In Time, all Orange County law enforcement agencies, including Police Chiefs and Homeless Liaison Officers, were briefed on expectations of the unsheltered count events by City Net Staff. This effort was facilitated through an open forum meeting that was coordinated in the weeks leading up to the Point In Time. The meeting was an opportunity for law enforcement to have their questions answered and to determine their level of participation during the event. Law Enforcement agencies were encouraged to participate, provide safety and access to police-restricted locations (e.g., flood control channels or railroad tracks).

City Net and 2-1-1 Orange County (211OC) assisted in field-testing the hotspot maps in early January 2019. 211OC deployed teams to review hotspot locations and provide feedback from the testing sessions. After maps were tested, feedback was provided and incorporated into the finalization of maps where possible.

Additionally, Orange County (OC) Parks and California State Parks staff were also contacted and briefed on Point In Time in anticipation of volunteers canvassing the areas. Mapping experts collaborated with OC Parks to determine where homeless activity was within each park. During the events, OC Parks and California State Parks allowed volunteers to park free when surveying the area.

A total of 239 maps covered all the known hotspot locations, areas where individuals experiencing homelessness were known to reside, based on these pre-planning efforts to identify hotspots locations across Orange County. Below is the breakdown of number of detailed maps per Service Planning Area:

- North Service Planning Area – 82 maps
- Central Service Planning Area – 102 maps
- South Service Planning Area – 55 maps

## Deployment Centers

For the 2019 Point In Time, five deployment centers were established as volunteer headquarters for the Unsheltered Count process. These locations were geographically distributed throughout Orange County, which made access to the surrounding communities more convenient for volunteers as they canvassed their maps and completed the count and survey. Each deployment center had a big screen television or projector and monitor set up that displayed the countywide map with the Service Planning Areas outlined that also showed the live tabulation of GIS map pins as surveys were completed across the County. The display included a dashboard that tallied the number of Transitional Age Youth (individuals ages 18 to 24), Seniors (individuals ages 62 and older) and Veterans (Individuals who have served in the U.S. Armed Forces) that had been counted by volunteers utilizing the Survey123 application. The deployment locations were hosted by the selected organizations that typically function as program service sites to assist individuals and/or families at risk of homelessness or experiencing homelessness.

Each deployment center welcomed hundreds of volunteers checking in for their shifts to support the 2019 Point In Time efforts. On the first unsheltered count deployment day there were two shifts, in the early morning from 5 to 9 am and in the late evening from 7 to 11 pm. On Wednesday, January 23, all maps were canvassed by the volunteer teams deployed at each shift. On the second unsheltered count day of Thursday, January 24, City Net targeted the deployment of volunteer teams to all the map areas where the prior day's volunteer count teams had reported not fully canvassing or completing their count areas.

Each deployment center was set up with various stations that would ensure volunteers had all the needed materials and supplies to canvas the community, provided assistance downloading and accessing the Survey123 application, obtaining a T-Shirt with the 2019 Point In Time logo as the uniform for the day, gathering the donated supplies of hygiene kits and bus passes to distribute to the individuals experiencing homelessness who would be counted and surveyed. The operations of the deployment centers were facilitated by City Net staff, County staff and deployment center team volunteers that assisted in various responsibilities for the successful execution of the 2019 Point In Time count efforts.

**Table 2. Deployment Center Locations**

Supervisorial District	City Maps Being Deployed from Center
<b>First District: OC Community Resources</b> 1300 S. Grand Ave., Santa Ana, CA 92705	Garden Grove, Orange, Santa Ana and Villa Park
<b>Second District: Colette’s Children’s Home</b> 7372 Prince Dr., Huntington Beach, CA 92647	Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, Seal Beach and Westminster
<b>Third District: South County Outreach</b> 7 Whatney, Suite B, Irvine, CA 92618	Aliso Viejo, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo and Rancho Santa Margarita
<b>Fourth District: Magnolia Baptist Church</b> 720 S. Magnolia Ave., Anaheim, CA 92804	Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Stanton and Yorba Linda
<b>Fifth District: Family Assistance Ministries</b> 1030 Calle Negocio, San Clemente, CA 92673	Dana Point, San Clemente and San Juan Capistrano

### Volunteer Deployment

Volunteer teams of two to six persons were deployed to assigned cities with a map packet detailing hotspot locations to complete observational data collection and survey individuals experiencing homelessness. The teams were instructed to stay within their assigned map grid boundaries and to drive or walk their maps at least twice to ensure that all hotspots were thoroughly canvassed. Volunteer teams were paired with individuals who were experienced Point In Time volunteers and/or a homeless service provider professionals familiar with the specific region to which they were deployed. City Net Outreach Specialists were also deployed to survey the community without a map packet with previously identified hotspot locations.

Volunteer teams were trained to administer surveys through the ArcGIS mobile application, Survey123. The mobile application GIS tagged each completed survey or observation with the exact locations of where the survey or observation took place. Unsheltered paper surveys were utilized by volunteer teams as a failsafe option and at certain service-location points throughout Orange County (e.g., Mary’s Kitchen, Courtyard Transitional Center for the daily meal program). In addition, the County of Orange utilized the unsheltered count events to gather Veteran Registry data, which was collected on a separate paper form.

### Field Team Supplies

#### Incentives Distributed to People Experiencing Homelessness Contacted During the Count

The County of Orange and City Net worked with community members to donate supplies and prepare approximately 5,000 hygiene kits and 5,000 bus passes for the 2019 Unsheltered Point In Time.

The hygiene kits consisted of chapstick, travel size lotion or hand sanitizer, travel size tissues, a pair of socks or a beanie, a letter of compassion, and a resource guide in correspondence with the Service Planning Area in which the individual was encountered. Two local agencies were able to donate approximately 50 percent of the necessary kits. Faith-based organizations, community members and business employees assisted with donating and assembling the



remaining kits. These kits were then distributed to each deployment center based on the anticipated need. The hygiene kits were utilized as a conversation starter for Field volunteers, and were a token of thoughtfulness shared with any individual experiencing homelessness who was encountered on the Count days.

Additionally, City Net collaborated with partnering agencies to obtain one-day bus passes. These were provided to individuals experiencing homelessness who participated in the 2019 Point In Time survey.

### T-Shirts

City Net collaborated with the County of Orange to design the T-shirts with two different colored shirts chosen to be able to distinguish people within the Deployment Centers. Green shirts were given to Field Surveyors and Team Captains. Gray shirts were given to Deployment Center volunteers. T-shirt colors were important for this event to distinguish the different volunteer positions and to identify the Field Teams while canvassing map segments in every city, in addition to ensuring the broader community was aware of the event.

### Clipboards

Before each team was deployed, a clipboard clearly labeled with event/date fields was assigned to the team captain. The clipboards contained:

- Field Team Contact Information sheet (two copies: one for the Deployment Center and one for the Field Team)
- Field Team Instructions specific to each deployment center with the hotline number (Appendix F)
- Maps (with a plastic sheet protector in case of rain)
- Unsheltered Paper Surveys (Appendix B)
- Observation Paper Surveys Appendix C)
- Veteran Registry Update Forms (Appendix D)
- Manilla envelope for completed paper surveys, observation forms and Veteran Registry Update Forms
- Small plastic bag with five pens
- Five phone-size plastic bags (in case of rain)

### Countywide Communication: A Team Effort

The 2019 Point In Time brand and initiative *Everyone Counts OC* was implemented by the County's Office of Care Coordination and the County Executive Office's (CEO) Communications Team. The *Everyone Counts OC* initiative was developed in an effort to educate and empower the community to become informed and participate in the 2019 Point In Time. The Communications Team identified key County leadership to be the point of contact for all media inquiries and coordination, although most of the media involvement was pre-arranged by the CEO Communications Team for the days of the count process.

The *Everyone Counts OC* initiative utilized the following web-based assets:

- Website: [www.everyonecountsoc.org](http://www.everyonecountsoc.org)
- Facebook: @EveryoneCountsOC
- Instagram: @EveryoneCountsOC
- Twitter: @OCPIT

In partnership with the County's CEO Communications Team, City Net worked to develop web-based content that was housed on the *Everyone Counts OC* website and social media accounts. Other materials developed included:

- Volunteer recruitment flyers (Appendix E)
- Deployment center signage
- Platform specific social media content (including recruitment videos, educational and training videos, videos in which individual reflected on the experience of the unsheltered count)

## Community Engagement and Volunteerism

Between September 2018 and January 2019, City Net facilitated community engagement efforts, which resulted to the recruitment of more than 1,000 volunteers. In addition, City Net organized partnering agencies to participate in the count (see Appendix H). *Everyone Counts OC* was an initiative that served as an educational and community engagement platform. In addition, it served as a tool to continue work on strengthening the Orange County Continuum of Care system of services for those experiencing homelessness. The biennial unsheltered count processes required by HUD is an extraordinary opportunity to outreach to every person experiencing homelessness in the jurisdiction, while educating the community regarding the faces of homelessness.

Volunteer recruitment began in the fall of 2018. City Net community coordinators contacted local universities, colleges, nonprofits, community members, businesses, homeless advocacy groups and collaborative and faith-based organizations to promote the available volunteering opportunities for the 2019 Point In Time. City Net recruitment specialists reached out to city specific service providers by attending collaborative meetings and various community events as well as identifying additional potential partners that can assist in supporting the efforts. Additionally, City Net attended council meetings in all 34 cities to provide information on the 2019 Point In Time and promote awareness, interest and participation from each community.

To manage volunteerism and communicate with registered volunteers City Net utilized VolunteerHub, a volunteer database. The database tracked the number of volunteers registering for each position and tracked their preferred city for volunteering or for surveying areas of the county that they were more familiar with. VolunteerHub was also utilized as a way for volunteers to access details involving the event such as location, check-in time and description of volunteer positions.

### Volunteer Descriptions

Volunteer opportunities were made available for those who wanted to go out into the field to count and survey individuals experiencing homelessness. Volunteer opportunities were also made available for those who wanted to support the check-in and -out process for field volunteers at deployment centers.

### Field Count and Survey Teams

**Field Surveyor Team Captains:** The team captain led a team of two to four surveyors in the field. They were responsible for navigating maps, knowing emergency protocols and understanding the Survey123 Application. The majority of Field Surveyor Team Captains consisted of experienced service provider staff, including community and outreach experts. Field Surveyor Team Captains attended an in-person training and were 18 years of age or older.

**Field Surveyors:** Field Surveyors were assigned to a team captain and surveyed individuals experiencing homelessness. These volunteers were placed within a team consisting of a team captain and additional field surveyors. Field surveyors were required to complete a virtual training, or attend the in-person training. All field surveyors were 18 years of age or older.

**Videographers and Photographers:** A hired outside agency was responsible for capturing stills, B-rolls, and interviews of the field team activities, volunteer experiences, and fieldwork. All videographers and photographers were 18 years of age or older.

### Deployment Center Teams

**Deployment Center Host Leads and Host Team Members:** Volunteers assisted with setting up the deployment center, managing the food area, greeting field volunteers/guests, distributing T-shirts, making thank-you cards for field volunteers, and helping clean up.

**A/V and Technical Support:** Volunteers were responsible for setting up and taking down presentation technology such as projector screens, microphones and laptops/computers for PowerPoint presentations, and were the point people for troubleshooting any A/V or technology issues that arose.

**Videographers and Photographers:** Volunteer videographers and photographers were responsible for capturing stills, B-roll, interviews of the deployment center activities, volunteer experiences and fieldwork. All videographers and photographers were 18 years of age or older.

## Volunteer Trainings

### In-Person Trainings

The Field Surveyor Team Captain volunteers were recruited from homeless service providers (Appendix H) with the goal to ensure each street team was led by an experienced Team captain. The two-hour in-person training reviewed additional safety precautions and details for the event. While the curriculum was designed for Team Captains, Field Surveyors and all other event volunteers were invited and encouraged to attend. This was to accommodate individuals who were interested in additional information, as well as those who preferred in-person learning to the online training module. Trainings were offered in each Service Planning Area four times to accommodate both weekday, weekends, early morning and evening schedule (Appendix E).

### Online Trainings

A total of six online training modules were available in the month of January and covered all the needed information for the 2019 Point In Time Count and volunteer participation. Volunteers were required to take a quiz after each training to demonstrate their mastery of the training content.

#### General Volunteer Training Modules

Three of the six training modules were for all volunteers to complete and provided an overview of the 2019 Point In Time, what to expect, description of volunteer roles and a quiz to confirm general understanding of the materials. The general volunteer trainings were required for Deployment Center Host Leads, Deployment Center Host Team Members, A/V and Technical Support, Deployment Center Videographers and Photographers, Field Surveyor Team captains, and Field Surveyors.

#### Field Surveyor Volunteer Training Modules

The other three training modules covered specific details and processes for the Field Survey Volunteers. These included information on how to read the maps to be canvassed, how to access and administer the survey, an overview of the questions to be asked of individuals experiencing homelessness, tips on interactions and what to expect and safety review. The Field Surveyor Volunteer trainings and completion of the quiz were required for Field Surveyor Team Captains and Field Surveyors.

## Volunteerism by the Numbers

A total of 1,167 Community volunteers, nonprofit and faith-based service providers including representatives from law enforcement, all 34 cities and County government made the 2019 Point In Time count possible. Of these, there were 60 volunteers who participated in two of the four shifts, two volunteers who participated in three of the four shifts and four volunteers who participated in all four shifts for the 2019 Point In Time. This translates to over 6,600 hours of manpower through the number and types of volunteer shifts completed, as the various shifts had different time commitments.

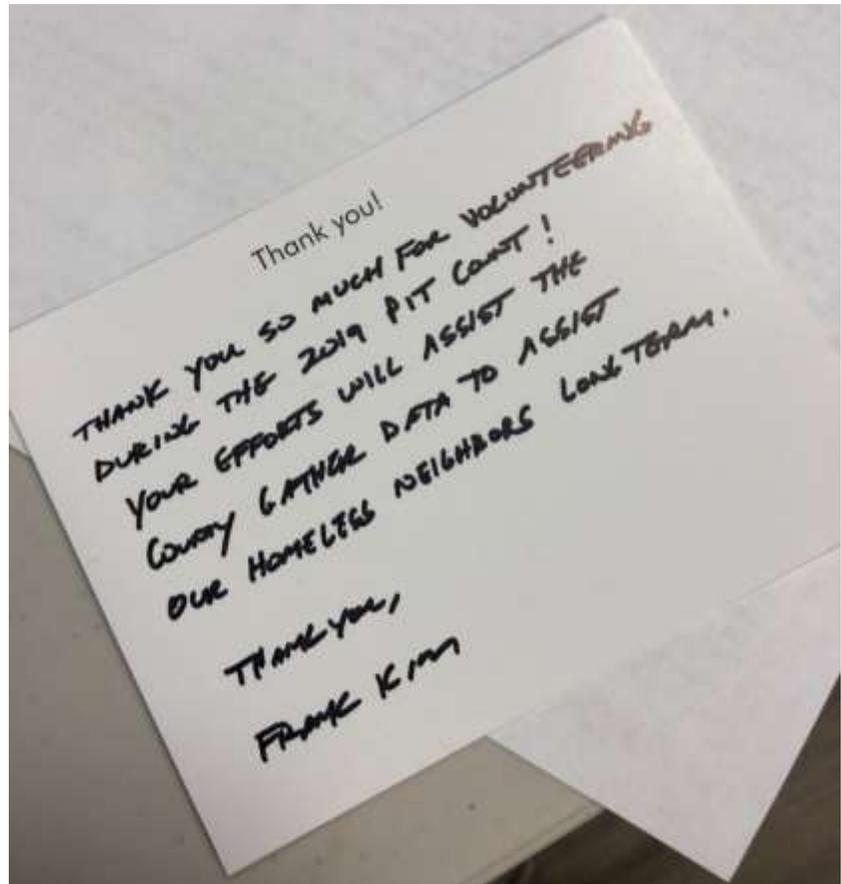
## Thank You Cards

### Volunteers

All participants of the 2019 Point in Time events received a small thank you card at the completion of their volunteer experience. The cards were designed using the *Everyone Counts OC* logo. During surveying hours, deployment center volunteers were instructed to write a thank you note on the cards, using a script provided. These cards were given to all involved volunteers as a way of showing gratitude and appreciation.

### Deployment Centers and Partners

Thank you cards and sentiments were delivered to all deployment centers, training sites, law enforcement agencies and collaborative partners. City Net is continuing to share appreciation at city, regional and community meetings to acknowledge members who participated and promoted the 2019 Point In Time.



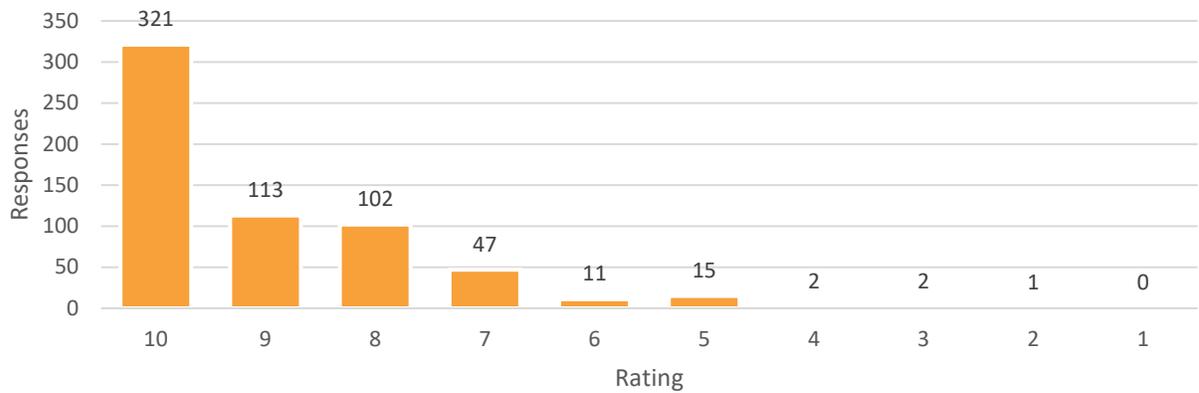
## Volunteer Experience

Volunteers were asked to complete a Feedback Form at the end of their volunteer shift. This Feedback Form included a Likert Scale to rate the volunteer experience and open-ended questions to identify areas of improvement and comparison to previous Point In Time count efforts (Appendix I).

A total of 631 volunteers completed at least one portion of the Feedback Form.

**On a scale of 1-10 with one being Not Good and 10 being Very Good, what would you rate your volunteer experience during this event?**

**Figure 1. Volunteer Ratings of Volunteer Experience in 2019 Point In Time**



## Volunteer Feedback

### Staff

- “Experience was great, great knowledgeable staff that enjoy and have a passion for what they do.”
- “I liked being with an experienced team leader who I think really taught me how to interact and talk to homeless people.”

### Team Captain

- “Tammy, Brigitte and Alejandra (OCHA Outreach and Engagement) were really knowledgeable and were fantastic to work with. They are all County Workers. Please make kudos for them.”

### Training

- “I liked the training module and the effectiveness/efficiency at getting us deployed and keeping us safe.”
- “Loved how prepared we were.”

### Survey123, Smartphone Application

- “Very well organized, great app...”
- “I like the ease of using the app for surveys.”

### Law Enforcement

- “We worked with deputies (this year) and were more successful.”
- “Having the police escort was AWESOME he knew where to take us and his presence was invaluable.”

### Maps

- “I also found it helpful to have an actual address to type in (the) GPS.”

### Deployment Centers

- “I liked the organization and orientation.”
- “It was extremely organized, tasks and supplies were assigned to every person.”

### Interactions with People Experiencing Homelessness

- “It was an eye opening experience to view the hardship close up.”
- “I liked going out into the community and providing some sort of direct help.”
- “(I liked) the outreach, and truly getting understanding of people in need of resources.”

- “(The count) allowed me to explore Irvine and care for my community with others who also shared the same goal.”
- “The opportunity to go into the community and see the impact of homelessness”
- “I liked speaking to the people and finding out their stories.”
- “This event was so insightful. It was great to meet and talk to homeless neighbors in the community.”
- “The contacts and education through conversation are so great.”
- “Great event! Impacted my life and taught me so much about my community.”
- “Definitely will do it again. So cool-opened my eyes!”

### **Comparative Experiences**

- "This year's PIT count was dramatically better. The systems of organization were superb, technology was better utilized and Dr. Fieldhouse and team including Chelsea deserve high praise and recognition fantastic job well done, handwritten thank you were a nice extra touch."
- “Better with (the) app, staff deployment was great”
- “The application made it easier than my previous experience”
- “Awesome, like the app, bus passes were a big hit”
- “Better organized! Loved the online training”
- “Way better organized and better technology. Great job City Net and Orange County”
- “This is my 8th Point in Time! Loved the use of technology, everything at Huntington Beach went great.”
- “Like larger area grid and re-visiting over and over to not miss people”
- “We worked with deputies and were more successful”

## Data Analysis: Unsheltered Count

Implementing the new methodology required several activities to ensure an accurate unsheltered count and survey process and data analysis process with several components, including:

- Survey-based count;
- Observation-based count;
- Paper surveys;
- GIS Mapping Approaches;
- Surveys disallowed;
- Deduplication process.

### Survey-Based Count

The unsheltered survey-based count was designed to both count and survey persons who were experiencing homelessness at the same time. The Survey123 smartphone application contained the locally designed 28-survey questions for the 2019 Point In Time and incorporated complex conditional logic to capture demographic, subpopulation and disabling conditions information if the individual encountered was willing to participate. The Survey123 also expanded the survey to include questions relating to partners, spouses and children who were also experiencing unsheltered homelessness.

Of the 3,714 adults counted as unsheltered, 2,146 or 57.78 percent completed the full survey. Adults surveyed provided basic demographic information such as gender, age, race, ethnicity, disabling conditions, and other information relating to community ties and employment status.

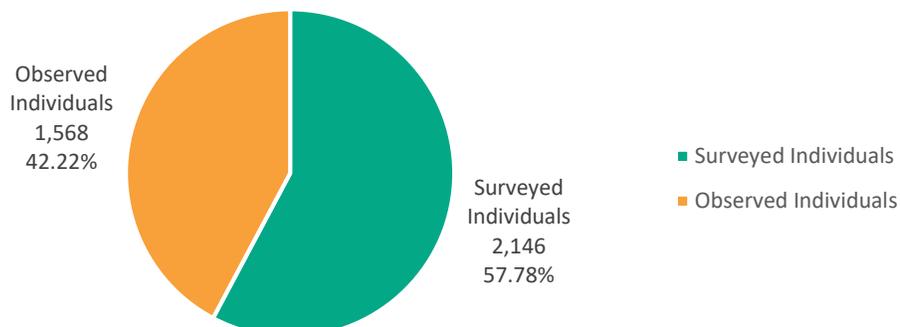
### Observation-Based Count

The remaining 1,568 or 42.21 percent of individuals were observed and a full survey was not completed for various reasons such as the person experiencing homelessness declined to complete a survey, was sleeping or otherwise unable to complete the survey.

Counters were instructed to try to interview each person experiencing homelessness, including adults and unaccompanied minors (youth under age 18), that they counted. If the person experiencing homelessness was asleep or did not want to be interviewed, counters were instructed to capture demographic information they could observe. The Survey123 included complex conditional logic that allowed accounting for these occurrences. Counters were then instructed through the smartphone application to give their best “guesstimate” for the following questions:

- What is the person’s gender?
- What is the person’s age group (various age groups were listed)?
- What is their race?
- Is the person Hispanic or Latino?

**Figure 2. Unsheltered Adults – Surveys versus Observations**



## Paper Surveys

Paper surveys were available in minimally utilized during the unsheltered count in cases where technology was interrupted or at service locations counting food program recipients that were homeless and where the Family Solutions Collaborative effort to count unsheltered families was occurring. The paper surveys provided a failsafe approach during the unsheltered count in the instance that a cell phone ran out of battery, did not have signal to access the internet or the application was not working appropriately.

Counters and surveyors completed 307 unsheltered paper survey (Appendix B is a sample of the paper survey) and observation only forms (Appendix C is a sample of the observation only forms). The paper surveys and observation only forms were collected, organized, counted and reviewed by County and City Net staff. The forms were then entered into the ArcGIS desktop survey system, Survey123, in order for the data to be consistently recorded in the format of the electronic data captured by surveyors. During the data analysis, the paper surveys were entered into the ArcGIS desktop survey system and the GIS location was determined based on established criteria.

## GIS Mapping Approaches

The GIS mapping capacity of Survey123 provided an opportunity to map each interaction where a survey was completed or an individual experiencing homelessness was observed. The implementation of the GIS mapping technology did pose limitations on the location where the individual or family experiencing homelessness was encountered a where a paper survey was utilized. To address this issue, the following criteria was established:

- **Mapping to City Hall Address:**
  - If a paper survey or observation form was completed, the city or map number noted on the form as completed by the volunteer team was utilized to reassign the survey response to the GIS location of the City Hall. This provided a standardize approach at reassigning GIS location as opposed a random location assignment.
  - During the survey, persons experiencing homelessness were asked to identify the city where they spend most of their time while homeless. The response provided by the person experiencing homelessness was then used to reassign the survey response to the GIS location of the City Hall. This provided a standardized approach at reassigning GIS location as opposed to a random location assignment.
- **Service Location or Deployment Center:**
  - If the volunteer team did not note the city or map in the paper survey or observation form, the service location or deployment center where the paper survey or observation form was collected was used to reassign to the GIS location to the service location or deployment center.
  - If the individual experiencing homelessness did not provide a response to the question where they identify the city where they spend more of their time while homeless, the service location or deployment center where the paper survey or observation form was collected was used to reassign to the GIS location to the service location or deployment center.

As counters and surveyors returned from the field having canvassed the area in their maps, deployment center staff and volunteers ensured that all electronic surveys had been submitted and were not still pending in the Survey123 application. In the instances where surveys had been pending, the GIS location of the survey automatically updated to map to the deployment center upon submission. Based on information available in the survey, the GIS location was able to be updated to the City Hall address based on the city or map number recorded.

Additionally, it is important to note that the service and/or survey location in these instances does not necessarily correspond to the city in which the person was experiencing homelessness. Selecting the City Hall as the GIS location for paper surveys provided the necessary consistency in the GIS Mapping required to tabulate the final results in all categories. As such, any GIS pin mapped to City Hall or deployment center location may be considered an identifier for paper surveys. The GIS mapping criteria that was established to complete the results tabulation may be considered a limitation to using the ArcGIS Software platform in these specific scenarios.

### Disallowed Surveys: Homeless by HUD Definition Not Met

Some completed surveys were disallowed after reviewing the collected information that was provided by the individual surveyed. The answers were deemed ineligible based on the U.S. Department of HUD definition of homeless status. For example, an individual who answered no to the question asking, “Were you homeless Tuesday night, January 22, 2019?” or described their sleeping location to be a location that must not be counted per HUD requirements and guidelines. 63 surveys were disallowed due to being ineligible based on the HUD definition of homeless status.

### Deduplication

Deduplication criteria was established to ensure that persons were not counted more than once. Specific criteria were applied to persons who were surveyed and persons who were observed.

### Deduplication Criteria for Persons Who Were Surveyed

A unique identifier was created for each adult counted, which consisted of the first two initials of their first name, first two initials of their last name, gender, age, ethnicity and race. For example, a unique identifier of ABDEM40YESW would mean that the person’s first name began with the initials AB, last name began with the initials DE, the person was male, and age 40. “Yes” means that the person was Hispanic or Latino because ethnicity is defined as Hispanic or Latino or non-Hispanic or Latino, and “W” means that the person was white.

If the same unique identifier appeared more than once, the person would only be counted once with the following exceptions:

- If one person had a spouse/partner and/or child(ren) and the other did not; and
- If one person was counted in one city and the other person was counted in a different city if the time-stamped count that was submitted for each person was within 30 minutes of one another.

77 Individuals participated in the survey multiple times. As such, the 77 surveys that were deemed duplicative were disallowed. The duplication rate for full surveys was 3.46 percent.

### Deduplication Criteria for Persons Who Were Observed

The deduplication rate for persons who were surveyed was 3.46 percent based on the criteria noted above. The same deduplication rate was applied to the total number of persons who were observed as experiencing homelessness in each city and county unincorporated areas. Thus, the deduplication rate of 3.46 percent was applied to the total number of persons counted by observation in each city.

### Stratified Sampling

Because 42.26 percent of the individuals were counted through observation, a stratified sampling approach was used with the Full Survey records of 57.74 percent to estimate the total number of adults experiencing homelessness who met the following subpopulation and disabling conditions:

- Chronically homeless households;

- Adults with serious mental illness;
- Adults with a physical disability of lasting duration;
- Adults with a developmental disability of lasting duration;
- Adults with a substance use disorder; and
- Adults currently experiencing homelessness due to fleeing domestic violence, dating violence, sexual assault, human trafficking or stalking.

Stratified sampling was used because the questions used to determine the number of adults within one of the subpopulations noted above were answered by 2,146 or 57.78 percent of the 3,714 adults counted as unsheltered. The remaining adults, 1,568 or 42.21 percent, were observed, and as previously noted, only their gender, age, ethnicity and race were recorded.

In order to determine, for example, the total number of adults with a physical disability of lasting duration, the following steps were completed:

- The total number of unsheltered adults who were surveyed were broken down by city and county unincorporated area;
- The total number of the adults who answered “yes” when asked if they have a long-lasting physical disability was broken down by city and county unincorporated area;
- The total number of adults who answered “yes” for a given city was divided into the total number of unsheltered adults who were surveyed for the same given city, which determined the percentage of adults who answered “yes” when asked if they have a long-lasting physical disability (same was done for county unincorporated area);
- The total number of unsheltered adults who were observed were broken down by city and county unincorporated area;
- The same percentage of surveyed adults who answered “yes” when asked if they have a long-lasting physical disability was applied to the total number of unsheltered adults who were observed for each city and county unincorporated area; and
- The totals for each city and unincorporated area were added together to determine the countywide total of adults with a long-lasting physical disability.

Based on the stratified sampling described above, the table below notes a total of 30 surveyed and observed adults with a long-lasting disability in a given city.

**Table 3. Adults with a Physical Disability for a Given City**

Total number of unsheltered adults surveyed in given city	100
Total number of unsheltered adults who were surveyed and answered “yes”	20
Percent of unsheltered adults surveyed who answered “yes”	20%
Sub-total of surveyed adults with a physical disability:	20
<b>Total number of unsheltered adults observed recorded through observation surveys in same given city</b>	
Total number of unsheltered adults observed recorded through observation surveys in same given city	50
Apply the same percent of “yes” from unsheltered adults who were surveyed to the unsheltered adults observed	20%
Sub-total of observed adults with a physical disability:	10
<b>Total of surveyed and observed adults with a physical disability for a given city:</b>	
Total of surveyed and observed adults with a physical disability for a given city:	30

The above stratified sampling methodology was utilized for the following subpopulations and disabling conditions to determine the countywide totals for Orange County:

- Chronic homelessness
- Domestic Violence
- Substance use issues
- Physical disability
- Mental health issues
- Developmental disability
- Domestic violence
- HIV/AIDS

The above methodology was not utilized for the veterans subpopulation nor for the local community questions regarding last place of sleeping location, first time homeless, employment and community ties. The data reported for these items illustrate the percentages based on the answers received by individuals and families experiencing homelessness who provided answers. As such, there is also the inclusion of the “Did not answer” category.

## Methodology for Sheltered Count

### Preparing for the Sheltered Point In Time Count

Preparation for the 2019 Sheltered Point In Time Count and Survey (2019 Point In Time) included determining local process and requirements for data collection, developing data collection tools for all homeless service agencies, developing training materials to assist in the data collection process and communicating to the agencies to ensure timely participation.

In the months leading up to the 2019 Point In Time, the planning team determined that in addition to the data elements required to be collected by U.S. Department of HUD, additional data was to be collected during the Sheltered Count. These data fields included state of birth or country of birth if the individual was not born within the United States, employment status, and city of residence prior to project entry.

2-1-1 Orange County (211OC) is the Homeless Management Information System (HMIS) lead for the Orange County Continuum of Care. 211OC added the state and country of birth, and employment status fields to HMIS for Emergency Shelter and Transitional Housing projects in December 2018 to ensure that the agencies had enough time to collect this data prior to the night of January 22, 2019. City of residence prior to project entry was already a collected data point in HMIS per locally established requirements. 211OC created the 2019 Sheltered Point In Time: Client Data Report that included all of the data elements required by HUD, as well as the additional fields that were required locally. 211OC ran this report for all Emergency Shelter and Transitional Housing projects in HMIS, and sent the agencies their data with missing responses and incorrect household designations highlighted so the agencies could complete corrections in HMIS prior to the Sheltered Count. The agencies were also provided with workflow instructions to guide them in completing their sheltered count submissions.

The Point In Time Answer Form served as the survey submission for non-HMIS participating projects and was created in Excel. This survey is comprised of questions to capture household, demographics, subpopulation and disabling conditions data mandated by the U.S. Department of HUD's 2018 HIC (Housing Inventory Chart) and PIT (Point In Time) Data Collection Notice as well as the additional questions required locally. 211OC created two Sheltered Point In Time Survey versions to allow for electronic or manual collection of data.

211OC developed a 2019 Housing Inventory Chart and Sheltered Point In Time webpage that included all forms developed by 211OC to aid in the Housing Inventory Chart and Point In Time data collection process, training materials, guidance released by HUD, and important due dates in the Housing Inventory Chart and Point In Time data collection process. This page also includes a recording of a training webinar held January 14, 2019, which covered the Point In Time definition, the collection and submission process, and a detailed explanation of each question and response option on the survey. This webpage served as a comprehensive resource for the agencies participating in the 2019 Housing Inventory Chart and Sheltered Point In Time.

To encourage participation, the process for the 2019 Sheltered Point In Time was discussed at the Shelter Committee meeting in December 2018 and the December Continuum of Care Executive Director's meeting. 211OC also provided regular updates on the Housing Inventory Chart and Sheltered Point In Time process during all HMIS User Meetings held from December until May. Finally, 211OC regularly emailed all agencies participating in the Sheltered Point In Time with reminders and due dates.

Simultaneously, 211OC was also preparing to complete the Housing Inventory Chart to comply with requirements established by HUD. The Housing Inventory Chart provide a snapshot of the Orange County Continuum of Care's inventory of housing resources. These housing resources include emergency shelter, transitional housing, rapid rehousing, permanent supportive housing and other permanent housing that

are dedicated to serve people who are homeless and specific subpopulations. Completing the Housing Inventory Chart allows Orange County to better understand the available resources in the community.

### Executing the Sheltered Point In Time

The Sheltered Point In Time was conducted on Tuesday, January 22, 2019. Emergency Shelter and Transitional Housing projects participating in HMIS submitted the 2019 Sheltered Point In Time: Client Data Report, while those projects not participating in HMIS submitted the Point In Time Answer Form. All forms and reports were due to 211OC by end of day Friday, January 25, 2019. Thereafter, 211OC worked with agency representatives to ensure the accuracy of the submissions, including alignment of data with HUD standards and HMIS records, until all forms were finalized. Throughout the revision process, 211OC offered “open office sessions” to agency representatives as either in-person or virtual meetings to finalize submissions.

Once all surveys were finalized, the forms and reports submitted by each agency were consolidated into one master spreadsheet. During this process, responses were standardized across all data elements, unique Household IDs were created and data was added to capture the city clients were located in on the night of the Point In Time. Then, data was aggregated into summary numbers to be submitted to HUD via the Homelessness Data Exchange website (HDX). This included minimal statistical sampling of gender, ethnicity and race values to account for missing data in these fields.

The 2019 Sheltered Point In Time numbers are based on surveys received from 32 Orange County homeless provider agencies regarding clients served on the night of January 22, 2019. Final Sheltered Point In Time numbers were tabulated from 76 different Emergency Shelter and Transitional Housing projects targeting homeless clients in Orange County. Point In Time data was received from 99 percent of the projects expected to provide a response.

**Table 4. Sheltered Count and Bed Occupancy**

Year	2019 Point In Time Sheltered people	Vacant Beds	Total Beds*	Average Occupancy
Shelter Inventory	2,899	775	3,674	78.9%
Emergency Shelter	2,011	528	2,539	79.2%
Transitional Shelter	888	247	1,135	78.2%

**Table 5. 2019 Housing Inventory Chart for Orange County**

<b>Household Type</b>	<b>Individuals</b>	<b>Families</b>	<b>TOTAL</b>
<b>ES and TH</b>			
Emergency Shelters (ES)	1,798 400 Seasonal	590	2,388
Transitional Housing (TH)	319	816	1,135
<b>Permanent Housing – RRH, PSH and OPH</b>			
Rapid Rehousing (RRH)	159	615	774
Permanent Supportive Housing (PSH)	1,711	516	2,227
Other Permanent Housing (OPH)	88	16	104
<b>TOTAL</b>	<b>4,075</b>	<b>2,553</b>	<b>6,628</b>

## Data Analysis: Sheltered Count

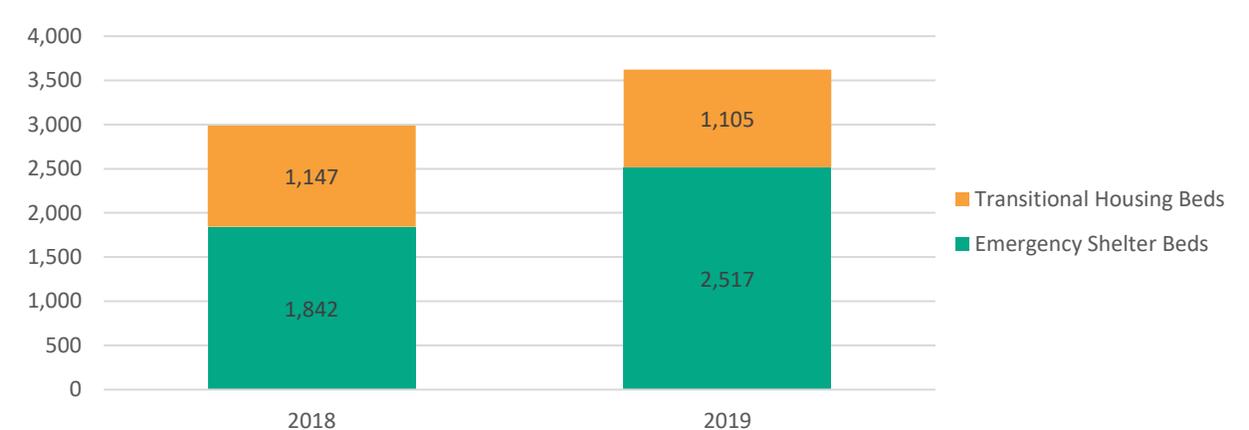
The collected data from the Sheltered Count was consistently recorded and provided a robust data set for further analysis. The analysis for the results of the sheltered count was completed by 211OC with guidance from HUB for Urban Initiatives.

### Change in Emergency Shelter and Transitional Housing Beds

#### Approximate Clients Served with 2019 Beds

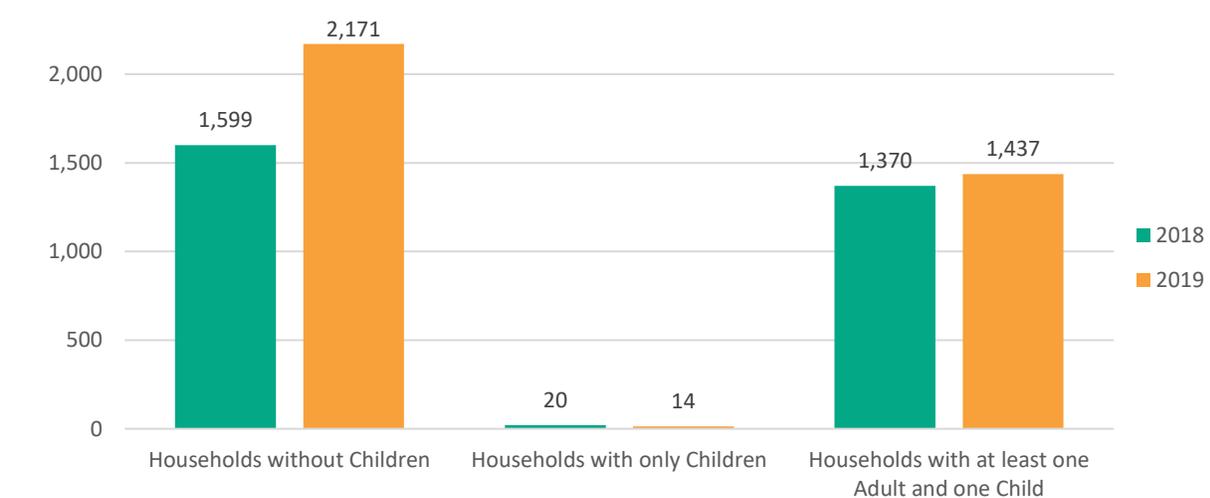
Since the last Housing Inventory Chart and Sheltered Point In Time conducted on January 26, 2018, there has been a net increase of 633 beds in Emergency Shelter and Transitional Housing projects. The figure below shows an increase of 675 Emergency Shelter beds and a decrease of 42 Transitional Housing beds<sup>3</sup>.

**Figure 3. Increase in Shelter Beds from 2018 to 2019**



The majority (90 percent) of the new beds added between 2018 and 2019 were for clients in households without children (Individuals). Between 2018 and 2019, beds for households without children increased 35.77 percent, while beds for households with at least one adult and one child (families) increased 4.89 percent, and beds for households with only children (unaccompanied minors) declined by 30 percent.

**Figure 4. Change in Beds by Household Type**

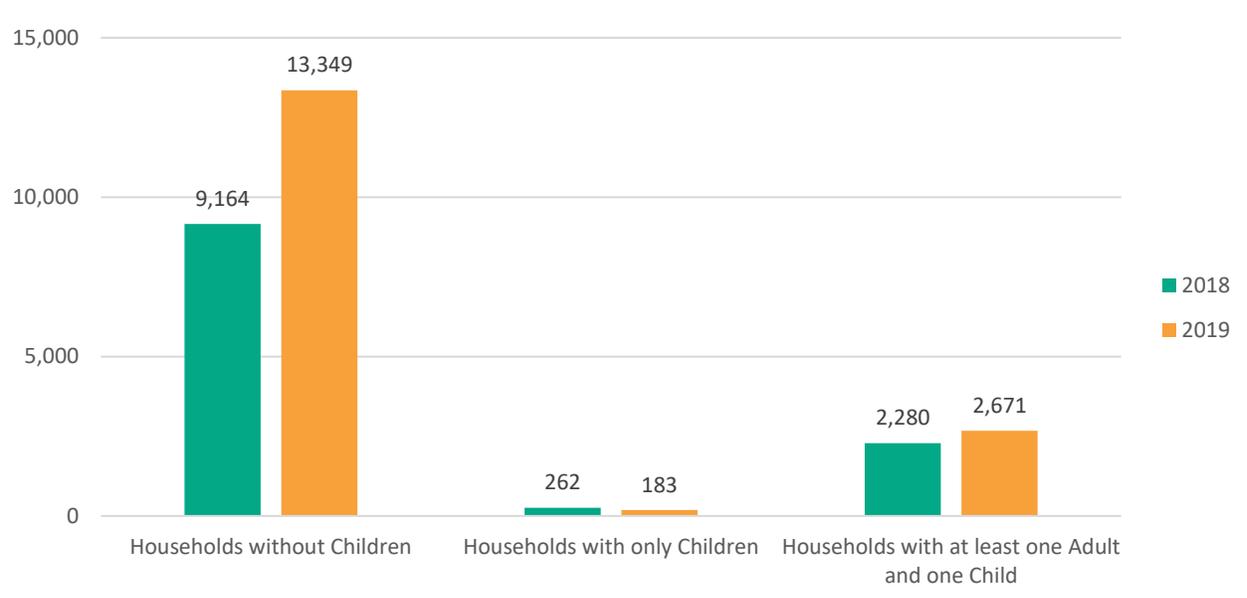


<sup>3</sup> For this analysis, beds marked as under development on the 2018 or 2019 Housing Inventory Chart were excluded, while overflow beds were included.

## Emergency Shelter Projects

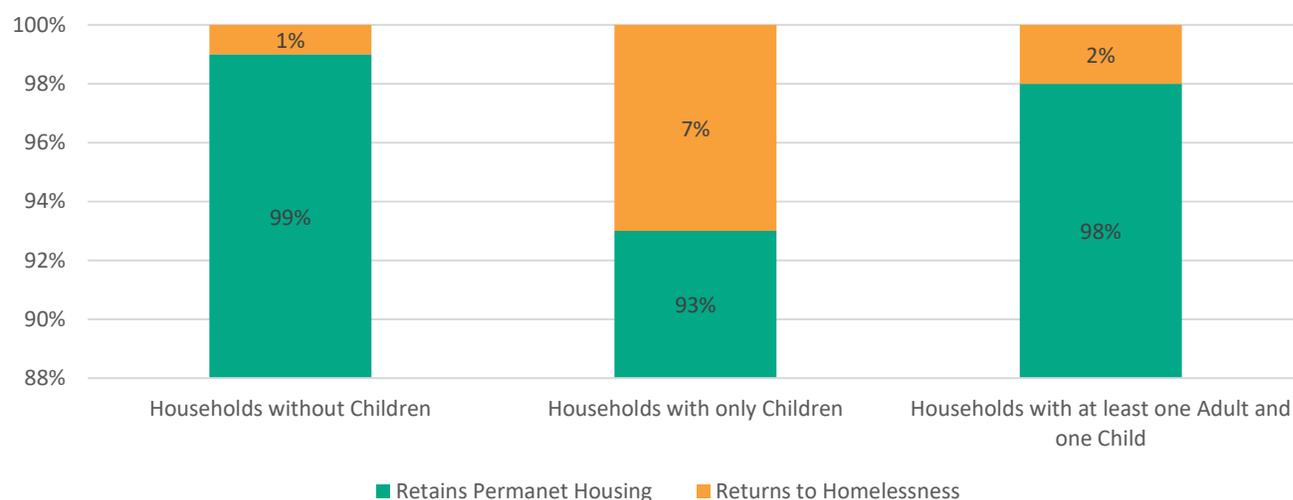
In 2018, the Orange County Continuum of Care served an estimated<sup>4</sup> 11,706 clients<sup>5</sup> in Emergency Shelter projects. In 2019, this figure is anticipated to rise to 16,203 due to the increase in Emergency Shelter beds.

**Figure 5. Approximate Clients Served in Emergency Shelter Projects**



When homeless individuals and families transition into permanent housing, the System Performance Report for Orange County demonstrates a high retention rate for the two-year period being evaluated. Of the 2,146 clients that will exit to permanent housing, 98.19 percent are projected to maintain their permanent housing.

**Figure 6. Retention of Permanent Housing from Emergency Shelter**



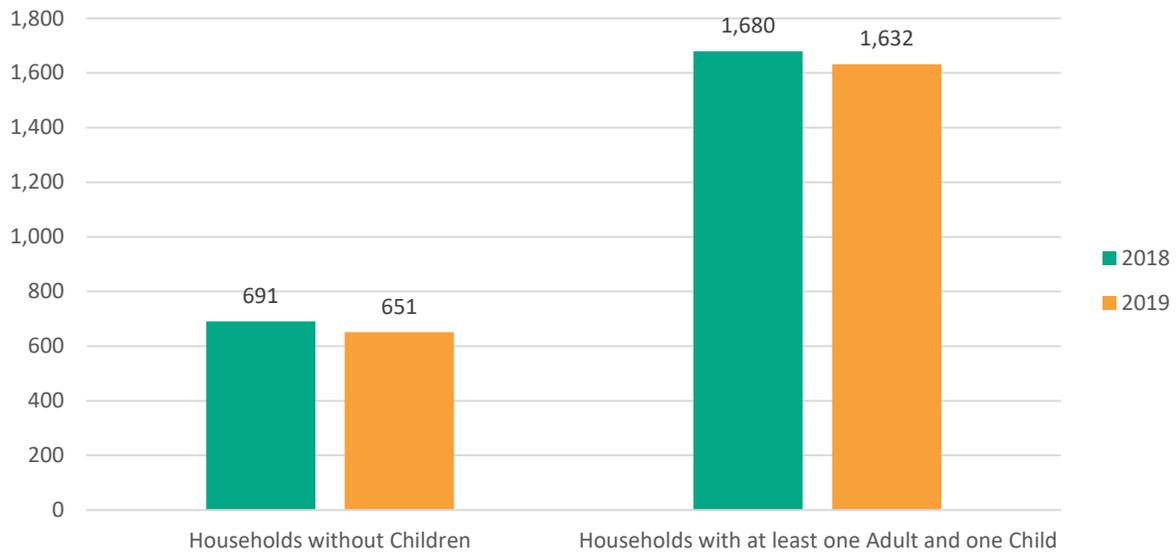
<sup>4</sup> Approximation based on turnover rates for projects participating in HMIS.

<sup>5</sup> This estimate includes both clients served in projects participating in HMIS, as well as those who do not. This estimate is not an unduplicated count of clients served, as clients may utilize beds at different projects throughout the year.

## Transitional Housing Projects

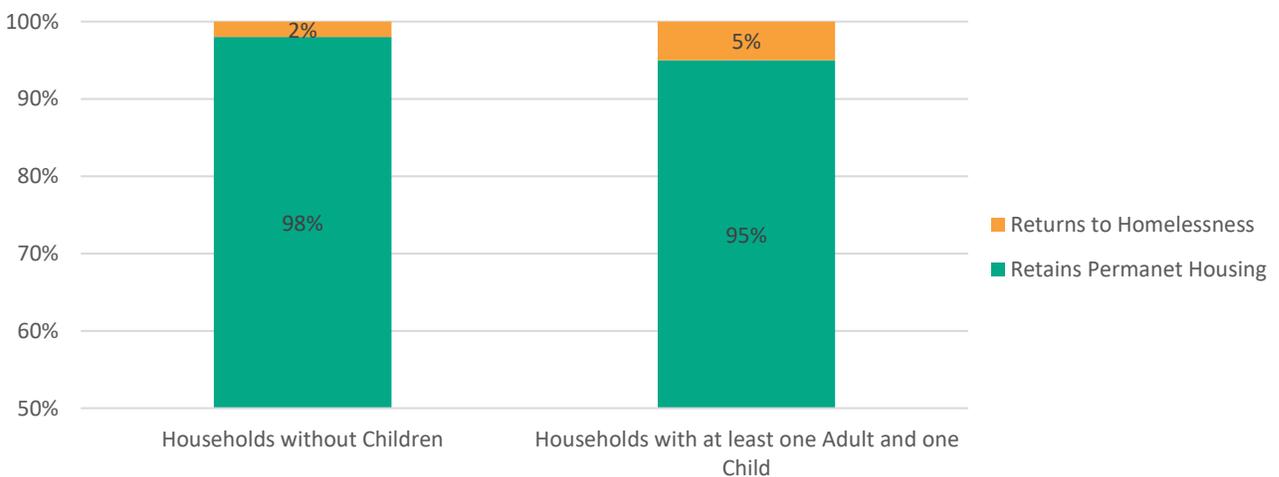
In contrast to Emergency Shelters, Transitional Housing projects are projected to serve 89 fewer clients due to the 42-bed decrease in Transitional Housing beds. This will equate to approximately<sup>6</sup> 2,283 clients<sup>7</sup> served in 2019.

**Figure 7. Approximate Clients Served in Transitional Housing Projects**



Similar to Emergency Shelters, individuals and families who transition to permanent housing from Transitional Housing demonstrate a high retention rate for the two-year period being evaluated by the System Performance Report. Of the 1,393 clients that will exit to permanent housing, 95.55 percent are projected to maintain their permanent housing.

**Figure 8. Retention of Permanent Housing from Transitional Housing**



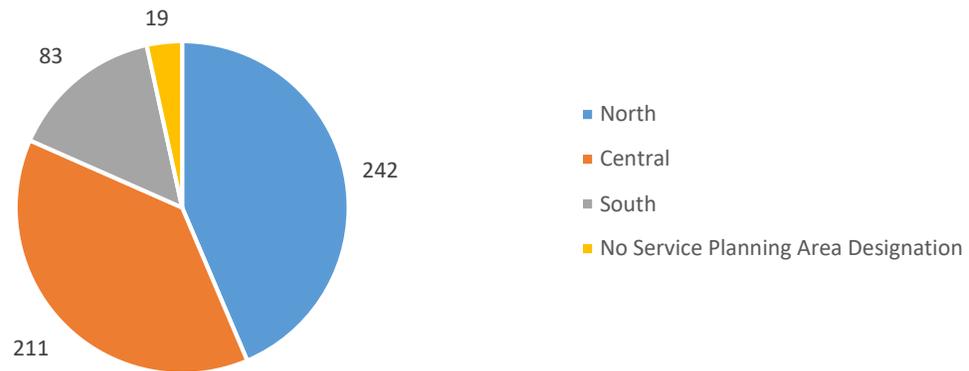
<sup>6</sup> Approximation based on turnover rates for projects participating in HMIS.

<sup>7</sup> This estimate includes clients served in projects participating in HMIS, as well as those that do not participate. Also, this estimate is not an unduplicated count of clients served, as a client may utilize beds at different projects throughout the course of a year.

## Analysis of Unused Shelter Beds

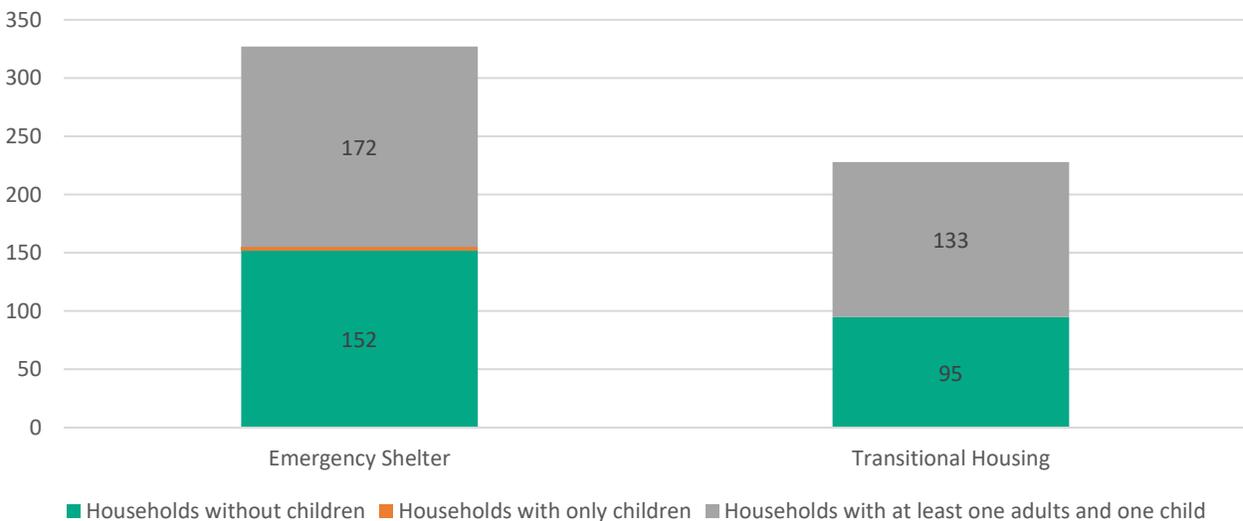
On the night of Tuesday, January 22, 2019, when the Housing Inventory Chart occupancy and Point In Time counts were conducted, 738 Emergency Shelter and Transitional Housing beds remained vacant. Of these, nearly one quarter (24.79 percent or 183) of the vacant beds were at the Armory Cold Weather Shelter Program with 111 empty beds at the Fullerton location and 72 empty beds at the Santa Ana location. The figure below includes a breakdown of the number of unused beds distributed by Service Planning Area<sup>8</sup> excluding the beds of the Armory Cold Weather Shelter Program. When evaluating the number of unused beds, it is important to note that the Armory Cold Weather Shelter Program does not operate year-round.

**Figure 9. Unused beds by Service Planning Area excluding Armory Cold Weather Shelter Program**



The majority of the unused beds were Emergency Shelter beds (69.11 percent). The majority of the unused beds were for clients in households without children (58.3 percent), and most of these beds were available in Emergency Shelter projects.

**Figure 10. Composition of Unused Beds by Project Type**



<sup>8</sup> Beds with no Service Planning Area designation indicate beds in projects classified as Emergency Shelter with no set location, where clients can be served across the county using vouchers or other methods of payment for short-term temporary housing.

Of the 555 beds that remained unused on the night of the Point In Time, 124 beds (22.34 percent) were for clients experiencing domestic violence, which is the homeless subpopulation with the most unused beds. The majority of unused domestic violence beds were located in the South Service Planning Area (52.4 percent), followed by the North Service Planning Area (36.3 percent). All of the unused veteran beds<sup>9</sup> were located in the Central Service Planning Area, and all of the unused youth beds<sup>10</sup> were located in projects without a Service Planning Area designation.

**Figure 11. Unused Special Population Beds**



Beds may remain vacant on any given night for a number of reasons. Eligibility restrictions related to projects that serve specific household types (families vs. individuals), projects that only serve clients from certain cities or Service Planning Areas, subpopulations only such as youth, domestic violence, veterans are fairly common. The other issue relates to navigation and access barriers to knowing where there is available inventory in real time. This is an administrative priority to address in this cycle.

<sup>9</sup> Beds dedicated to serve households where at least one household member has served on active duty in the Armed Forces of the United States.

<sup>10</sup> Beds dedicated to serve households where all clients in the household are under the age of 25.

## Appendix A – Glossary of Terms

The following definitions are either based on or quoted from the U.S. Department of Housing and Urban Development.

**Adults** – Individuals age 18 and older

**Child** – Individuals under age 18

**Chronically Homeless Family** – A family household with an adult head of household who meets the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual.

**Chronically Homeless Person** – A person who is homeless and lives in a place not meant for human habitation, a safe haven or in an emergency shelter; and has been homeless and living or residing in a place not meant for human habitation, a safe haven or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years where the combined length of time homeless in those occasions is at least 12 months; and has a disabling condition.

**Note:** When a household with one or more members includes an adult or child head of household who qualifies as chronically homeless, then all members of that household should be counted as a chronically homeless person in the applicable household type.

**Continuum of Care** – A local planning body responsible for coordinating the full range of homeless services in a geographic area, which may cover a city, county, metropolitan area, or an entire state.

**Developmental Disability** – A developmental disability means a severe, chronic disability that is attributed to a mental or physical impairment (or combination of physical and mental impairments) that occurs before 22 years of age and limits the capacity for independent living and economic self-sufficiency.

**Disability** – An individual with one or more of the following conditions:

- A physical, mental or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury that is expected to be long continuing or of indefinite duration; substantially impedes the individual's ability to live independently; and could be improved by the provision of more suitable housing conditions.
- A developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002).
- The disease of Acquired Immunodeficiency Syndrome (AIDS) or any condition arising from the etiologic agency for Acquired Immunodeficiency Syndrome.

**Emergency Shelter** – A facility with the primary purpose of providing temporary shelter for people experiencing homelessness.

**Extrapolation** – Method used to estimate persons or conditions based on the assumption that existing trends are applicable.

**Family** – A household with at least one adult and one child.

**HIV/AIDS** – Includes adults who have been diagnosed with Acquired Immunodeficiency Syndrome (AIDS) and/or have tested positive for Human Immunodeficiency Virus (HIV).

**Homeless Management Information System (HMIS)** – Computerized data collection application designed to capture client-level information over time on the characteristics of service needs of individuals and families with children experiencing homelessness, while also protecting client confidentiality. Using this

information, HMIS generates an unduplicated count of clients served within a community's homeless services system.

**Individuals** – Adults experiencing an episode of homelessness who are not part of a household with minor children. Individuals are homeless as single adults, unaccompanied youth or in households comprised of multiple adults.

**Parenting Youth** – A youth who identifies as the parent or legal guardian of one or more children who are present with or sleeping in the same place as that youth parent, where there is no person over age 24 in the household.

**Permanent Supportive Housing** – A housing resource designed to provide rental assistance and supportive services on a long-term basis to people who formerly experienced chronic homelessness and/or have a disability.

#### **Person Experiencing Homelessness**

- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangement (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state or local government programs for low-income individuals), or
- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground
- It does not include individuals or people living in families who were living doubled-up, in hotels/motels, or an institutional setting.

**Physical Disability** – A health related condition or injury that is expected to be long continuing or of indefinite duration; substantially impedes the individual's ability to live independently.

**Point In Time Count** – An unduplicated one-night estimate of both sheltered and unsheltered populations experiencing homelessness. The one-night counts are conducted by Continuum of Care jurisdictions nationwide and occur during the last 10 days in January. The U.S. Department of Housing and Urban Development requires unsheltered counts every other year (odd number years) and sheltered counts annually.

**Rapid Rehousing** – A permanent housing resource that provides temporary rental assistance and supportive services to people experiencing homelessness, moving them quickly out of homelessness and into permanent housing.

**Senior** – Individual age 62 and older.

**Stratified Sampling** – A process in which the selection of a statistical sample of individuals is taken from a statistical population to estimate characteristics of the whole population.

**Mental Health Issues** – Includes adults with a severe and persistent mental illness or emotional impairment that seriously limits a person's ability to live independently. Adults with mental health issues must also meet the qualifications identified in the term for "disability" (e.g., "is expected to be long-continuing or indefinite duration").

**Sheltered Homelessness** – Refers to people who are staying in emergency shelters, transitional housing programs, or motel or hotel vouchers paid by third-party agencies such as nonprofits, religious organizations and local government agencies.

**Substance Use Issues** – Includes adults with a substance use issue (including alcohol, drug or both). Adults with substance use issues must also meet the qualifications identified in the term for “disability” (e.g., “is expected to be long-continuing or indefinite duration”).

**Survivors of Domestic Violence** – Includes adults who are currently experiencing homelessness because they are fleeing domestic violence, dating violence, sexual assault or stalking.

**Transitional Age Youth** – Individuals ages 18 to 24.

**Transitional Housing** – Provides people experiencing homelessness with a place to stay combined with supportive services for up to 24 months in order to help them overcome barriers to moving into and retaining permanent housing.

**Unaccompanied Youth** – Individuals under age 18 who are not accompanied by a parent or guardian and are not a parent presenting with or sleeping in the same place as his/her child(ren). Unaccompanied youth are single youth, youth couples and groups of youth presenting together as a household.

**Unsheltered Homelessness** – Refers to the condition of people whose primary nighttime location is a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for people (e.g., the streets, abandoned buildings, vehicles or parks).

**Veteran** – Refers to any person who served on active duty in the armed forces of the United States. This includes Reserves and National Guard members who were called up to active duty.

**Victim Service Provider** – A private nonprofit organization whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault or stalking. This term includes rape crisis centers, battered women’s shelters, domestic violence transitional housing programs and other programs.

**Youth** – Individuals under age 25.

## Appendix B – Paper Survey Questions Form for Unsheltered Count



**EVERYONE COUNTS**  
2019 Point In Time

**Unsheltered Homeless Count Survey Questions**

**Do not forget to complete questions on the back of this form**

Required Questions are indicated by \*. Answers to questions in bold are needed to create a Unique ID, take your best "Guestimate" if the person does not answer that specific question.

Surveyor's Name: \_\_\_\_\_ Surveyor's Contact #: \_\_\_\_\_

City or Unincorporated Area: \_\_\_\_\_ Map #: \_\_\_\_\_

Instructions – Record the answer to the question on right columns by writing in the answer, or the letter for the answer, circling Y for Yes, N for No, or DNA for Did Not Answer.	Person 1			Spouse/ Partner		
1. Were you homeless Tuesday, January 22, 2019 night?* (If answer is "no" stop survey – do not include in count)	Y	N	DNA	Y	N	DNA
2. Do you have a spouse or partner who is also homeless and living with you?* (A partner is a person you live with and share a common family life but are not joined in a traditional marriage.)	Y	N	DNA			
3. Do you have children under the age of 18 who are homeless and living with you today?*	Y	N	DNA	Y	N	DNA
3a. If yes, how many children are living with you today?*			DNA			DNA
4. Where did you sleep?* (Select the choice below that is closest to answer given.) A. Outdoors B. Airport C. Abandoned building D. Shelter or transitional housing program E. Motel or hotel paid by himself or herself (stop survey) F. Jail, hospital bed, or treatment program (stop survey) G. Board and care facility or group home (stop survey) H. Apartment/home of a family member or friend "doubled-up" or "couch surfing." (stop survey) I. Other: _____			DNA			DNA
4a. If person slept in a vehicle, what kind?*			DNA			DNA
5. First two initials of first name*:			DNA			DNA
6. First two initials of last name*:			DNA			DNA
7. What is your gender?*			DNA			
8. How old are you?*			DNA			DNA
8a. If age 13 – 17, are you unaccompanied?* Meaning not in the physical custody of a parent or guardian?	Y	N	DNA	Y	N	DNA
9. Ethnicity: Are you Hispanic or Latino?*	Y	N	DNA	Y	N	DNA
10. What is your race?*			DNA			DNA
11. What state were you born in?*			DNA			DNA
Record the answer using the U.S. Postal Service state abbreviation for states and U.S. Territories. If born outside of the United States*, record the name of the country: _____			DNA			DNA

**Do not forget to complete questions on the back of this form**

	Person 1			Spouse/ Partner		
	Y	N	DNA	Y	N	DNA
12. Did you become homeless for the first time during the past 12 months?*	Y	N	DNA	Y	N	DNA
13. Have you been living in a shelter and/or on the streets, in abandoned buildings, or vehicle for the past year or more? *	Y	N	DNA	Y	N	DNA
14. Have you been living in a shelter and/or on the streets, in abandoned buildings, or vehicle at least four separate times the last three years including now?*	Y	N	DNA	Y	N	DNA
14a. If yes, was combined length of time 12 months or more?*	Y	N	DNA	Y	N	DNA
15. Do you have a long-lasting physical disability that makes it difficult for you to live independently?*	Y	N	DNA	Y	N	DNA
16. Do you have a long-lasting developmental disability that makes it difficult for you to live independently?*	Y	N	DNA	Y	N	DNA
17. Have you been diagnosed with AIDS and/or have tested positive for HIV?*	Y	N	DNA	Y	N	DNA
18. Do you have a serious mental illness or emotional impairment that seriously limits your ability to live independently?*	Y	N	DNA	Y	N	DNA
19. Do you have a substance use disorder that is ongoing and makes it difficult for you to live independently?*	Y	N	DNA	Y	N	DNA
20. Are you currently experiencing homelessness because you are fleeing domestic violence, dating violence, sexual assault, human trafficking or stalking?*	Y	N	DNA	Y	N	DNA
21. Have you served in the United States Armed Forces (Army, Navy, Air Force, Marine Corps, or Coast Guard)?*	Y	N	DNA	Y	N	DNA
22. Were you ever called into active duty as a member of the National Guard or as a Reservist?*	Y	N	DNA	Y	N	DNA
23. In what city did you last have a permanent address? A. Orange County City: _____ C. Outside of Orange County but within California B. County Unincorporated D. Outside of California			DNA			DNA
24. In what city do you spend the most time while homeless? A. Orange County City: _____ B. County Unincorporated C. Outside of Orange County			DNA			DNA
25. Do you have family who live in Orange County?	Y	N	DNA	Y	N	DNA
26. Are you currently attending school or have you ever attended school in Orange County?	Y	N	DNA	Y	N	DNA
27. Are you currently working or have you ever worked in Orange County?	Y	N	DNA	Y	N	DNA
28. Which of the following best describes your employment situation? Read each category and select from the options below: A. Full-time E. Retired B. Part-time F. Disabled C. Seasonal/temporary G. Other D. Unemployed H. Did not answer			DNA			DNA

**Child Demographics – Provide the following information for each accompanied child.\***

	Age of Child	Gender				Ethnicity			Race						Is the child enrolled in school?
		Female	Male	Transgender	Gender Non-Conforming	Non-Hispanic/Non-Latino	Hispanic/Latino	White	Black or African/American	Asian	American Indian or Alaskan Native	Native Hawaiian or Other Pacific Islander	Multiple Races or Other		
Child 1															
Child 2															
Child 3															
Child 4															
Child 5															
Child 6															
Child 7															
Child 8															



## Appendix D – Veteran Registry Update Form



### Veteran Registry Update Form

When a Veteran is encountered during the 2019 Point In Time Count, please ask for permission to collect the information below to update the Veteran Registry (also referred to as the By Name List). Updating the Veteran Registry will help us identify all veterans experiencing homelessness within Orange County, understand their housing needs and follow up with them to connect them to available resources.

Team Captain's Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

City or Unincorporated Area: \_\_\_\_\_ Team #: \_\_\_\_\_

Survey Date: \_\_\_\_\_ Shift: \_\_\_\_\_

#### Veteran #1

1. First Name	2. Middle Initial	3. Last Name
4. Date of Birth	5. Social Security Number	6. Branch of Military Service
7. Phone Number	8. Email Address	9. Other Ways to Contact Veteran
10. Have you, or have you been, enrolled in VA Healthcare?		<input type="radio"/> No <input type="radio"/> Yes
11. Are you connected to a Service Provider?		<input type="radio"/> No <input type="radio"/> Yes
11a. If Yes, who is the Service Provider? Name of Case Manager or Street Outreach Worker?		
12. Locations Veteran Frequents – address, cross streets, landmarks, map #		
13. Observations – Description of Veteran		

#### Veteran #2

1. First Name	2. Middle Initial	3. Last Name
4. Date of Birth	5. Social Security Number	6. Branch of Military Service
7. Phone Number	8. Email Address	9. Other Ways to Contact Veteran
10. Have you, or have you been, enrolled in VA Healthcare?		<input type="radio"/> No <input type="radio"/> Yes
11. Are you connected to a Service Provider?		<input type="radio"/> No <input type="radio"/> Yes
11a. If Yes, who is the Service Provider? Name of Case Manager or Street Outreach Worker?		
12. Locations Veteran Frequents – address, cross streets, landmarks, map #		
13. Observations – Description of Veteran		

Let's Make Sure Everyone Counts In Orange County!



# Fact Sheet

**WHY?** The U.S. Department of Housing and Urban Development (HUD) requires more than 400 Continuum of Care jurisdictions across the nation to complete a biennial unsheltered count and an annual sheltered count of all individuals experiencing homelessness in the community on a single point in time during the last ten days of January.

**WHEN?** The 2019 Sheltered Point In Time Count will take place the night of Tuesday, January 22, 2019, with the 2019 Unsheltered Point In Time Count taking place over two days, Wednesday, January 23 and Thursday, January 24, 2019.

**HOW?** Teams comprised of one Team Captain and three to five Surveyors will be deployed into the community to canvas a geographic area of Orange County. As homeless individuals are encountered by the team, the team will administer a survey utilizing Survey 123, a smart phone application, to collect demographics, subpopulation information and answer to local questions.

**WHERE?** The 2019 Point In Time will be taking place across Orange County on Wednesday, January 23, 2019. Teams will be deployed into each city to canvas the area and survey individuals during their volunteer shifts. Teams will be deploying from the Deployment Centers listed below. Thursday, January 24, 2019, the teams will recanvas areas that may have been missed on Wednesday.

## Deployment Centers

Supervisorial District	Maps Being Deployed from Center
<b>1<sup>st</sup> District: OC Community Resources</b> 1300 S. Grand Ave., Santa Ana, CA 92705	Garden Grove, Orange, Santa Ana, Tustin, and Villa Park
<b>2<sup>nd</sup> District: Colette's Children's Home</b> 7372 Prince Dr., Huntington Beach, CA 92647	Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, Seal Beach, and Westminster
<b>3<sup>rd</sup> District: South County Outreach</b> 7 Whatney, Suite B, Irvine, CA 92618	Aliso Viejo, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita and County Unincorporated
<b>4<sup>th</sup> District: Magnolia Baptist Church</b> 720 S. Magnolia Ave., Anaheim, CA 92804	Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Stanton, Yorba Linda, and County Unincorporated
<b>5<sup>th</sup> District: Family Assistance Ministries</b> 1030 Calle Negocio, San Clemente, CA 92673	Dana Point, San Clemente, San Juan Capistrano and County Unincorporated



## Volunteer Opportunities

### FIELD VOLUNTEERS

#### Field Surveyor Team Captains

##### Morning Opportunities

- *Arrival Time: 4:15 AM*
- *Shift Time: 5 AM – 9 AM*
- *Checkout Time: 9:30 AM*

##### Evening Opportunities

- *Arrival Time: 6:45 PM*
- *Shift Time: 7:30 PM – 11:30 PM*
- *Checkout Time: 12 AM*

#### Field Surveyors

##### Morning Opportunities

- *Arrival Time: 4:15 AM*
- *Shift Time: 5 AM – 9 AM*
- *Checkout Time: 9:30 AM*

##### Evening Opportunities

- *Arrival Time: 6:45 PM*
- *Shift Time: 7:30 PM – 11:30 PM*
- *Checkout Time: 12 AM*

### DEPLOYMENT CENTER VOLUNTEERS

#### Host Lead

##### Morning Opportunities

- *Shift Time: 3 AM – 10 AM*

##### Evening Opportunities

- *Shift Time: 5:30 PM – 12:30 AM*

#### Host Team Members

##### Morning Opportunities

- *Shift Time: 3:30 AM – 10 AM*

##### Evening Opportunities

- *Shift Time: 6:00 PM – 12:30 AM*

## What is the Point In Time?

The Point In Time is a biennial count of people experiencing homelessness on a given point in time during the last ten days in January. The count provides vital information that helps the County better understand homelessness in the community. Orange County will be conducting the 2019 Point In Time count on:

**Main Count Day: Wednesday, January 23, 2019**  
**Secondary Count Day: Thursday, January 24, 2019**

## Training Dates & Locations

### North Service Planning Area

EvFree Fullerton

2942 N Brea Blvd, Fullerton, CA 92835 (Room 120)

- Saturday, January 12, 2019 at 9 AM
- Wednesday, January 16, 2019 at 6:30 PM
- Thursday, January 17, 2019 at 7:30 AM
- Thursday, January 17, 2019 at 9:30 AM

### Central Service Planning Area

OC Animal Care Center Training Center

1630 Victory Road, Tustin, CA 92782

- Saturday, January 12, 2019 at 9 AM
- Wednesday, January 16, 2019 at 6:30 PM
- Thursday, January 17, 2019 at 7:30 AM
- Thursday, January 17, 2019 at 9:30 AM

### South Service Planning Area

Norman P. Murray Community and Senior Center

24932 Veterans Way, Mission Viejo, CA 92692

- Saturday, January 12, 2019 at 9 AM
- Wednesday, January 16, 2019 at 6:30 PM
- Thursday, January 17, 2019 at 8 AM
- Thursday, January 17, 2019 at 10 AM

TO LEARN MORE VISIT [WWW.EVERYONECOUNTSOC.ORG](http://WWW.EVERYONECOUNTSOC.ORG)

## Appendix F – Everyone Counts Field Team Preparation Check List

**Let's Make Sure Everyone Counts In Orange County!**



### Field Team Instructions

#### Team Package Contents

- 1-5 Hotspot Maps of your assigned section of the Service Planning Area
- Veteran Registry Update Form (complete one for every veteran encountered)
- Field Team Contact Information (2 copies: one to keep, one to turn in)
- Pens
- 5 Ziploc baggies for your phones in case of rain
- Manila envelope with back up paper surveys:
  - 2019 PIT Unsheltered Observation
  - 2019 PIT Unsheltered Survey
  - Manila envelope for completed paper surveys

#### Map Instructions

- The outlined section of the map identifies the region your team has been assigned. Please thoroughly survey within the outlined area.
- Work your way around the map visiting all hotspots.
- If time permits, complete all hotspot locations two times.
- Mark on your maps any uninhabited encampments or RVs that your team did not approach, so other teams can follow up.

### Tips, Parking, and Safety

**LOOK FOR** Shopping carts, panhandling, encampments, collection of belongings, bus benches, behind shopping centers and buildings, planters, breezeways, stairwells, parking lots and structures, dumpster enclosures, bikes with attached carts and/or abundance of belongings, vehicles and RVs with excess items and/or windows covered.

**PARKING** Be aware of signage. Avoid non-parking areas, red zones, no stopping, handicapped spots, street-sweeping days, etc. For State and County parks, identify as 2019 Point In Time volunteers for access and parking.

**SAFETY** For any emergencies, contact 911.

- Stay with your group. Keep safety as your number one priority.
- Use your best judgement when engaging with individuals.
- Maintain safe personal boundaries.

**TROUBLESHOOTING** If the Survey123 app is not working properly, try these tips:

- Close and restart the Survey123 app
- Delete the survey, then re-download it by going to: <https://arcg.is/qbCPO>
- Uninstall the Survey123 app and reinstall it.
- Survey not sending? Wait for a few minutes then try to submit again or connect to a wi-fi source.

**PRESS INQUIRIES?** Refer them to the Everyone Counts OC Press Hotline: (714) 834-6203

**TECHNICAL DIFFICULTIES OR OTHER ISSUES?** Contact your deployment center hotline:  
Magnolia Baptist Church: (657) 204-5331

## Suggested Script

Hi, my name is [your name]. I'm a volunteer with Everyone Counts OC.

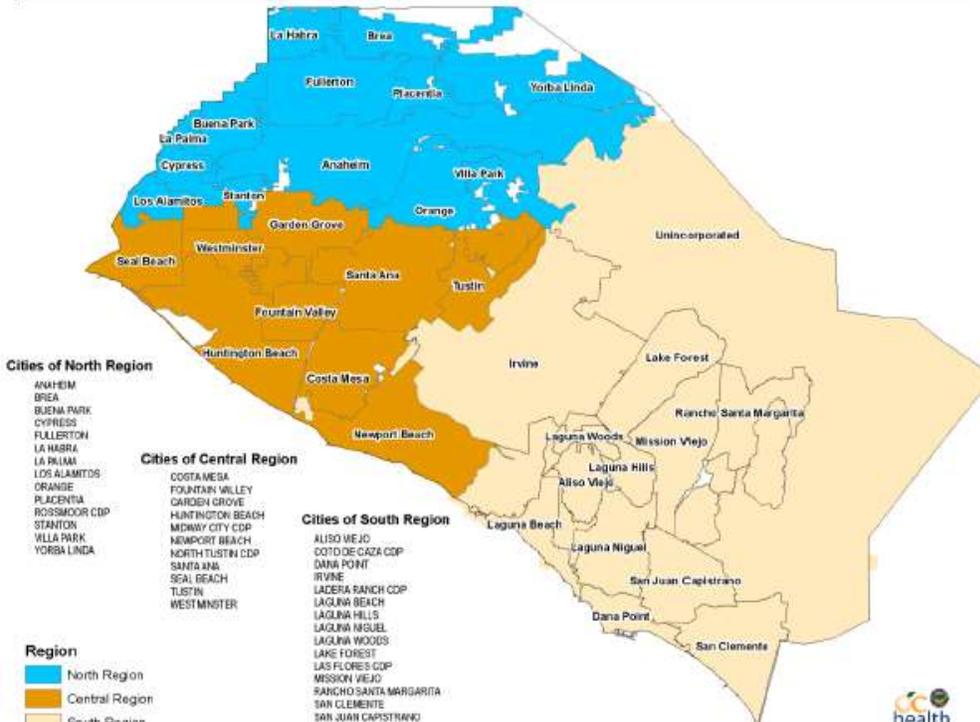
We're doing a survey of all our homeless neighbors throughout the county today. We'll be using the information to inform resources and services in Orange County to better address homelessness.

Would you be willing to answer a few questions? We're giving away care packets – including bus passes – to people who participate. You can always refuse to answer any question you don't want to answer.

## Paper Survey Instructions

- Use the State Abbreviations list and Orange County Cities map when completing paper surveys as needed.
- If an individual refuses to give their initials, write XX on the line provided.
- If an individual refuses to give their age, estimate and write their age group:
  - Under 18
  - 18 to 24 years old
  - 25 to 39 years old
  - 40 to 49 years old
  - 50 to 54 years old
  - 55 to 61 years old
  - 62 and older
- If an individual answers "yes" to Question 21 or Question 22, complete the Veteran Registry Update Form.

State Abbreviations	
Alabama	AL
Alaska	AK
Arizona	AZ
Arkansas	AR
California	CA
Colorado	CO
Connecticut	CT
Delaware	DE
Florida	FL
Georgia	GA
Hawaii	HI
Idaho	ID
Illinois	IL
Indiana	IN
Iowa	IA
Kansas	KS
Kentucky	KY
Louisiana	LA
Maine	ME
Maryland	MD
Massachusetts	MA
Michigan	MI
Minnesota	MN
Mississippi	MS
Missouri	MO
Montana	MT
Nebraska	NE
Nevada	NV
New Hampshire	NH
New Jersey	NJ
New Mexico	NM
New York	NY
North Carolina	NC
North Dakota	ND
Ohio	OH
Oklahoma	OK
Oregon	OR
Pennsylvania	PA
Rhode Island	RI
South Carolina	SC
South Dakota	SD
Tennessee	TN
Texas	TX
Utah	UT
Vermont	VT
Virginia	VA
Washington	WA
West Virginia	WV
Wisconsin	WI
Wyoming	WY



Let's Make Sure Everyone Counts In Orange County!



Families Specific Effort

**What is the Point In Time Count?**

The Point In Time is a biennial count of individuals and families experiencing homelessness. The count provides vital information that helps the County better understand homelessness in the community and guides the way the County and its partners respond to homelessness. It is important families experiencing homelessness are accurately represented in this count. Families experiencing homelessness are encouraged to participate by going to their local access point in person.

**When?**

Orange County will be conducting the 2019 Point In Time count on:

**Main Count Day: Wednesday, January 23, 2019**

**Secondary Count Day: Thursday, January 24, 2019**

**Where?**

Families experiencing homelessness are encouraged to make an appointment or walk-in to their nearest access point location to be surveyed. Access points are dispersed around Orange County to make access easier.

**Access Points**

NORTH	CENTRAL	SOUTH
<p><b>Pathways of Hope</b> 611 S. Ford Ave. Fullerton, CA 92832 8:30 am – 5 pm (714) 680-6391 ext. 224</p>	<p><b>Collette's Children's Home</b> 7372 Prince Drive Huntington Beach, CA 92647 9 am – 4 pm (714) 596-1380</p>	<p><b>Families Forward</b> 8 Thomas Irvine, CA 92618 8 am – 6 pm (949) 552-2727 ext. 280</p>
<p><b>Illumination Foundation</b> 7855 Katella Ave. Stanton, CA 90680 9 am – 5 pm (714) 507-2459</p>	<p><b>Serving People In Need</b> 151 Kalmus Drive, No. H2 Costa Mesa, CA 92626 8:30 am – 7 pm Wednesday 8:30 am – 6 pm Thursday (714) 751-1101 ext. 11</p>	<p><b>Family Assistance Ministries</b> 1030 Calle Negocio San Clemente, CA 92673 9 am – 8 pm (949) 492-8477</p>
<p><b>H.I.S. House</b> 907 Bradford Ave. Placentia, CA 92870 9 am – 7 pm (714) 993-5774 ext. 226</p>		<p><b>South County Outreach</b> 7 Whatney, Suite B Irvine, CA 92618 7 am – 7 pm (949) 380-8144 ext. 219</p>

## Appendix H – Participating Agencies and Homeless Service Providers

1736 Family Crisis Center  
2-1-1 Orange County  
Aldersgate United Methodist Church  
Alessmess Services  
Aliso Creek Ward  
American Family Housing  
Anaheim Christian Reformed Church  
Anaheim Collaborative  
Assistance League of Saddleback Valley  
Buena Park Collaborative  
Build Futures  
California State University, Fullerton  
California State University, Long Beach  
    Sociology Student Association  
Case Manager Brown Bag Collaborative  
Child Guidance Center  
Christ Lutheran Church  
City Net  
City of Huntington Beach Homeless Task Force  
City of Laguna Beach Housing & Human Services  
    Committee  
Colette’s Children’s Home  
Costa Mesa Network for Homeless Solutions  
County of Orange  
    • County Executive office  
    • OC Community Resources  
    • OC District Attorney  
    • OC Health Care Agency  
        ○ Outreach & Engagement  
        ○ OC4Vets  
        ○ CHAT-H  
    • OC Public Defender  
    • OC Public Works  
    • Social Services Agency  
Covenant Presbyterian Church  
Cushman & Wakefield  
Eastside Christian Church  
Emerging Leaders United Way  
Families Forward  
Family Assistance Ministries  
Family Solutions Collaborative  
Fresh Beginnings Ministries  
Friendship Shelter  
Fullerton Collaborative  
Garden Grove Collaborative  
Grandma’s House of Hope  
Habitat for Humanity of Orange County  
Haven Health  
HIS House  
Human Options  
Illumination Foundation  
Interval House  
Irvine Company  
Irvine Rotary  
Jamboree Housing  
Jewish Collaborative of OC  
Jewish Federation and Family Services  
Jewish Justice Advocates of Temple Beth El of  
    South Orange County  
Junior League of Orange County  
Kaiser Permanente  
Key Club  
La Habra Collaborative  
Laguna Niguel Seventh-day Adventist Church  
Laura’s House  
Legal Aid Society of Orange County  
Love Anaheim  
Magnolia Baptist Church  
Mariners Church Mission life  
Mercy House  
Mount Of Olives Lutheran Church  
Move More, Eat Healthy  
OC Gateway to Housing  
OC Goodwill  
OC Rescue Mission  
Olive Crest  
Orange County Department of Education  
Orange County United Way  
Orangewood Foundation  
Our Lady Queen of Angels  
Pathways of Hope  
PEI-Genesis  
PIMCO  
Placentia Collaborative  
Relove Church  
Rotary Club of Mission Viejo  
Rotary Club of Placentia  
Saddleback Church  
Saddleback College  
    • Alpha Gamma Sigma  
Santa Ana Watershed Project Authority  
Serving People In Need  
South County Outreach  
Sovereign Grace Church of Santa Ana

St. Jude Medical Center  
St. Mark Presbyterian Church  
St. Paul's Episcopal Church  
StandUp for Kids  
Support The Enlisted Project  
Tarsadia Foundation  
The Church of Jesus Christ of Latter Day Saints  
The Cursillo Movement  
The Orange County Asian and Pacific Islander  
Community Alliance  
The Salvation Army Orange County  
The Tri  
United to End Homelessness Leadership Council  
University of California Irvine

- UCI - Alpha Phi Omega
- Associated Students of UC Irvine
- Challenge for Charity

- Housing Security Commission
- Paul Merage School of Business
- Merage Veterans Association
- S.T.E.M for Humanity

Veterans Association  
Voit Real Estate  
Volunteers of America

- Buddy Bridge Orange County

Waterfront Beach Resort  
We are Trellis Church  
Wells Fargo  
Westminster Junior Ambassadors  
Wise Place  
WTLC Ending the Cycle of Violence and  
Exploitation

## Appendix I – Volunteer Feedback Form

### **2019 Point In Time count Feedback Form**

*Your experience and feedback is important to us, please complete this form and turn it in when you check-out.*

First and Last Name (optional): \_\_\_\_\_

Email & Phone Number (optional): \_\_\_\_\_

Volunteer Position Title: \_\_\_\_\_

On a scale of 1-10 (1 being Not Good and 10 being Very Good), what would you rate your volunteer experience during the event?

1 2 3 4 5 6 7 8 9 10

If this is your first Point In Time count experience, what did you like about the event and what could we have done better?

If this was NOT your first Point In Time count experience, how does it compare to others that you have participated in the past?

COMMENTS:

We are excited that you were able to volunteer for the 2019 Point In Time count and look forward to reviewing your feedback.



**EVERYONE  
COUNTS**  
2019 Point In Time

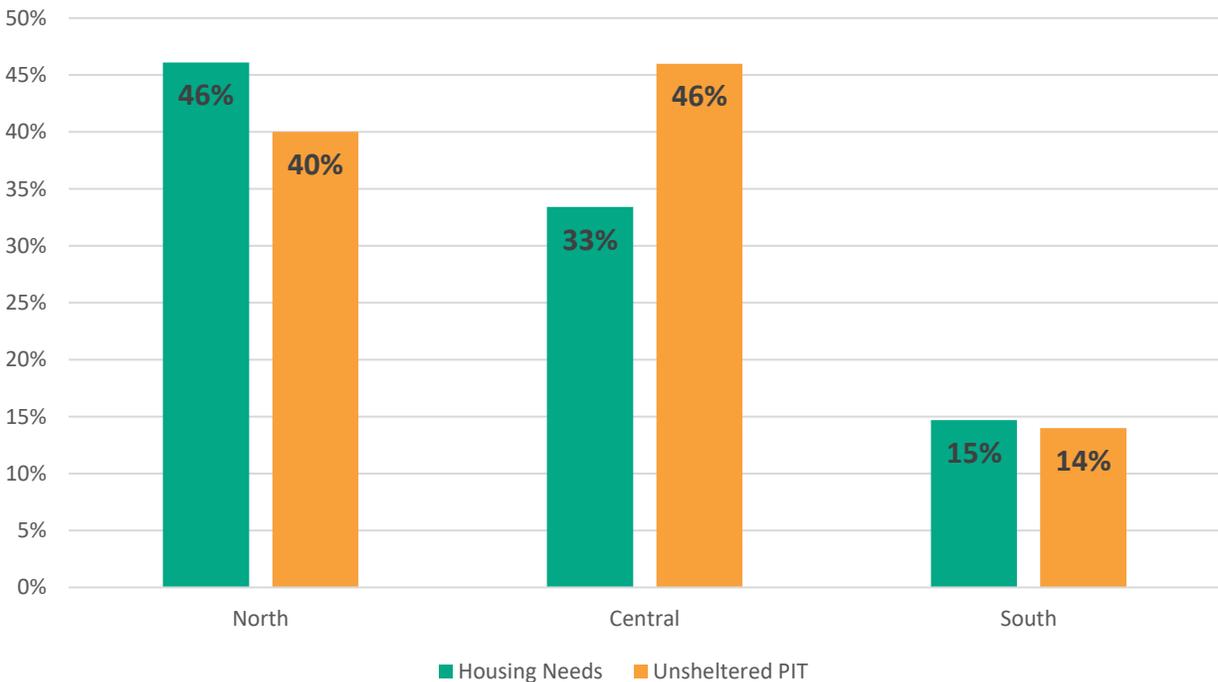
## Appendix J - Analysis of Calls Received Regarding Housing to 211OC Call Center

2-1-1 Orange County (211OC) runs a comprehensive information and referral system; it is available 24 hours a day, seven days a week online and through a multi-lingual helpline. Since 1984, 211OC has referred residents to critical health and human services offered by local nonprofits and government agencies. 211OC is also the lead agency for the Orange County Homeless Management Information System (HMIS), and supports veteran intake for the Veterans Hub at the Tierney Center. For more information visit [211oc.org](http://211oc.org) or call 2-1-1.

In 2018, over 485,000 needs were identified from over 85,000 individuals via calls, emails and texts, plus over 86,000 unique web searches to 211OC. Several agency programs handled by 211OC do not allow program specific information to be shared. However, of those who received general Information and Referral (I&R) assistance via phone, just over 165,000 needs from approximately 66,000 families and individuals were identified. Of these households, the largest request by far was for housing or housing related services<sup>11</sup>, which accounted for 36.36 percent, or about 60,000, of the needs identified.

The figure below shows that most callers with needs related to housing called from the North Service Planning Area (46 percent), followed by 33 percent in the Central Service Planning Area, and 15 percent in South Service Planning Area<sup>12</sup>. These percentages align fairly well with the percentage of persons counted in each Service Planning Area during the unsheltered Point in Time Count, with the biggest discrepancy being in the Central Service Planning Area (33 percent housing need calls vs. 46 percent clients counted on the Unsheltered Point In Time).

**Figure A. Housing Needs versus unsheltered Point In Time Count**

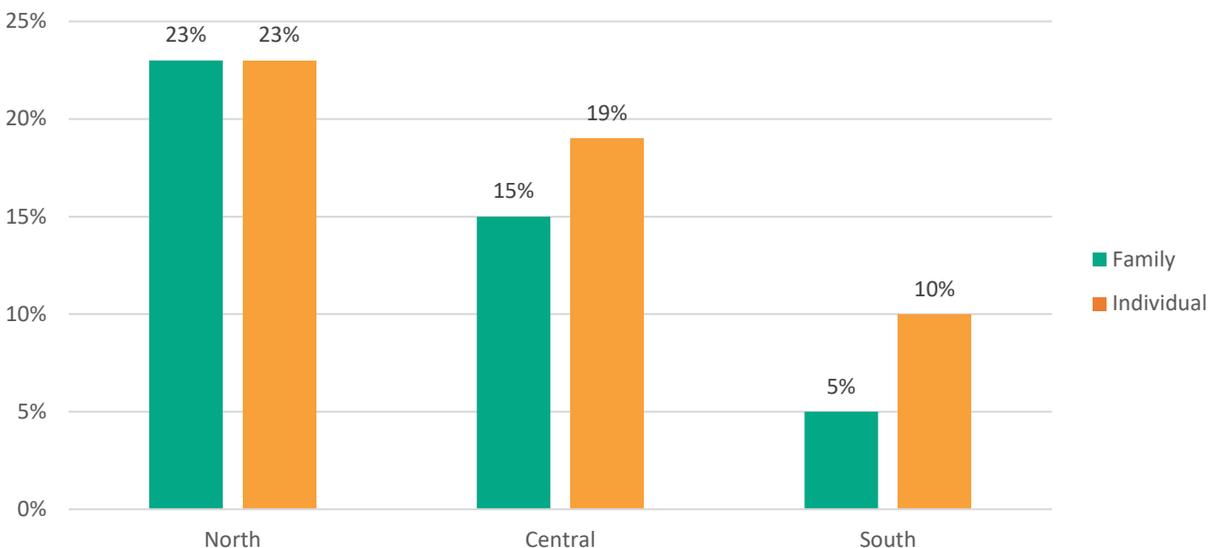


<sup>11</sup> Housing needs include but are not limited to shelters, permanent supportive housing, senior housing, single room occupancy and rental assistance.

<sup>12</sup> Throughout this analysis, the percentage of callers with housing needs may not equal 100 percent due to callers refusing to provide household type or city location at the time of the call.

The figure below shows the breakdown of housing needs by household type. The percentage of callers with housing needs is fairly even when comparing household types, with individuals (52 percent) calling for housing needs at a slightly higher rate than families (43 percent).

**Figure B. Housing Needs by Caller Location**



Callers with housing needs had a variety of other needs as well. The top five additional needs for these callers were:

1. Food/Meals (8.3 percent)<sup>13</sup>
2. Mental Health/Addictions (4.4 percent)<sup>14</sup>
3. Utility Assistance (4.3 percent)<sup>15</sup>
4. Legal, Consumer and Public Safety Services (3.0 percent)<sup>16</sup>
5. Individual, Family and Community Support (2.9 percent)<sup>17</sup>

### Subpopulation Data for Callers with Housing Needs

The following figures are based on demographic sampling data collected by 211OC’s Information & Referral Specialists at the time of the call.

Of the callers with housing needs in 2018, approximately 3,450 (5.9 percent) callers identified as being a veteran<sup>18</sup>. The figure below shows the percentage of veteran calls received by Service Planning Area and by household type. The majority of veteran callers were individuals (60 percent).

<sup>13</sup> Food needs can include but are not limited to Cal-Fresh, food pantries, soup kitchens, and formula or baby food.

<sup>14</sup> Requests for resources related to mental health or addictions can include inpatient/outpatient programs, assessment/screening/treatment, adult residential mental health treatment facilities, crisis lines, drop-in centers, and substance abuse support groups.

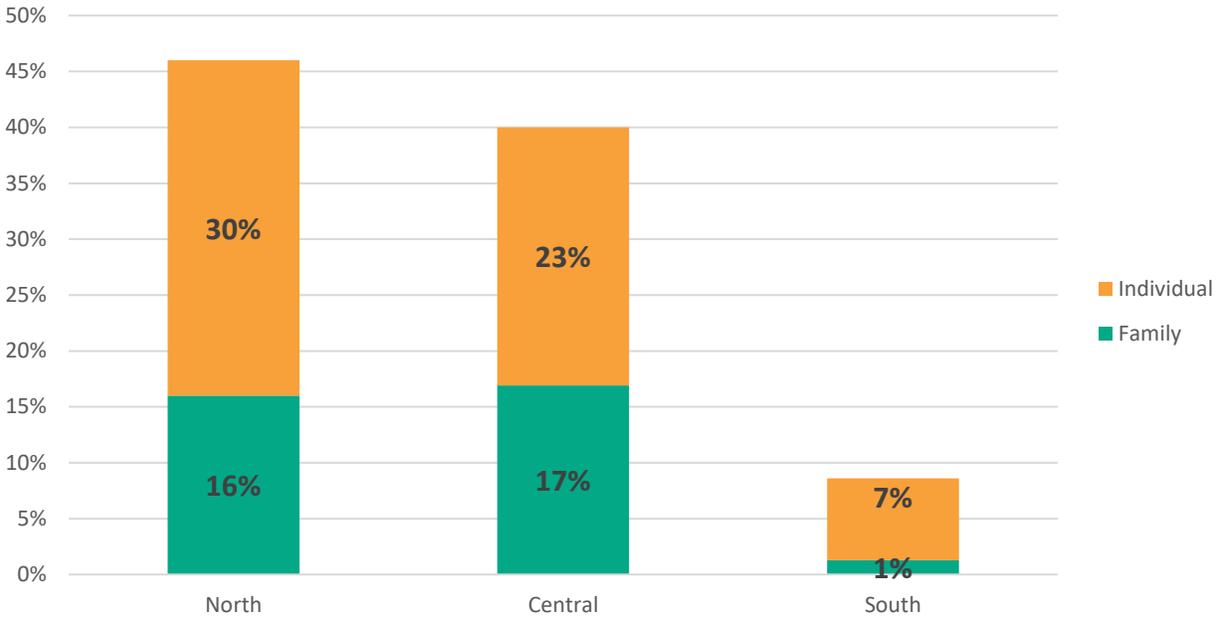
<sup>15</sup> When a caller requests utility assistance, they are requesting financial assistance to prevent their utilities from being discontinued.

<sup>16</sup> Legal, consumer, and public safety service needs can include but are not limited to legal aid, tenant rights, guardianship, bankruptcy, immigration/naturalization and fraud reporting.

<sup>17</sup> Individual, Family and Community Support can include adult day programs, benefits screening, caregiver support, childcare, family based services, holiday programs, protective services and other programs available in the community.

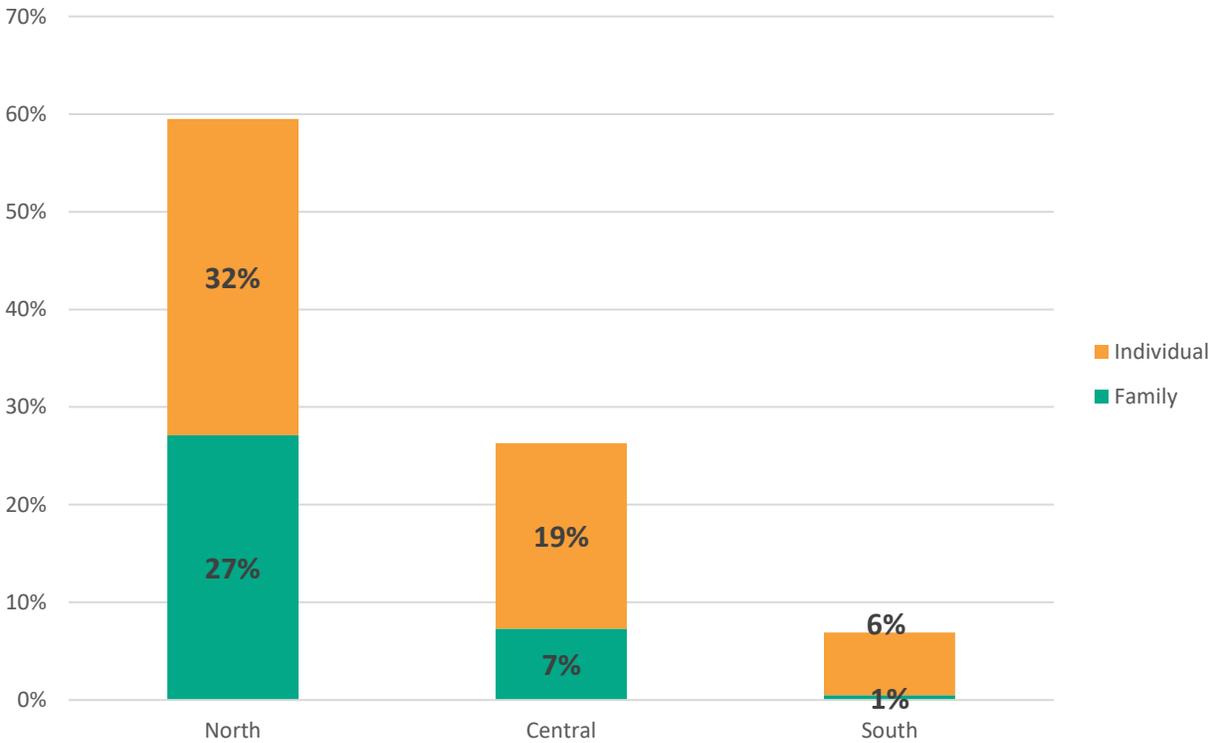
<sup>18</sup> Veterans are self-identified by responding to the question “Have you or anyone in your family served in the U.S. Military?”

**Figure C. Veterans with Housing Needs**



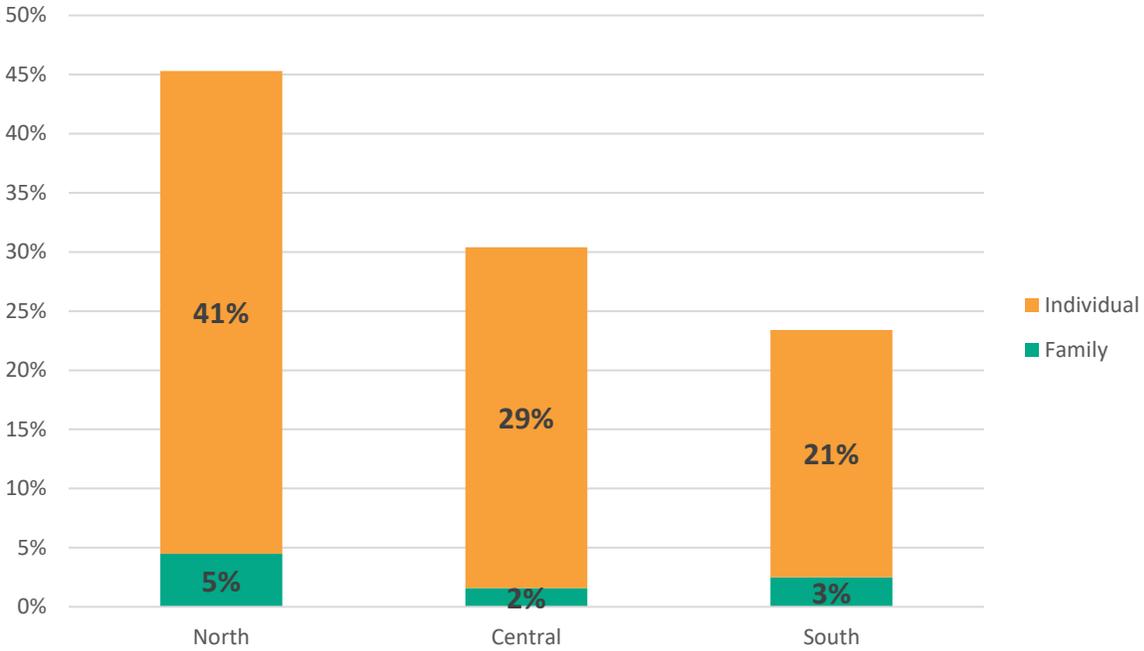
Approximately 5,940 (9.9 percent) callers with housing related needs were Transitional Age Youth, ages 18 to 24. The figure below shows that the majority of transitional age youth callers were in the North Service Planning Area (59 percent).

**Figure D. Transitional Age Youth with Housing Needs**

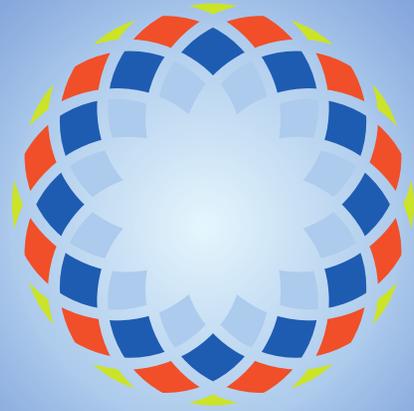


Approximately 3,780 callers with housing related needs were 65 years old or older<sup>19</sup> (6.3 percent). The figure below shows that senior callers with housing needs are overwhelmingly unaccompanied individuals (91 percent), which speaks to the need for support that this population often needs.

**Figure E. Seniors (Ages 65 and older) with Housing Needs**



<sup>19</sup> In the 211OC call center database, client ages are entered as age ranges. Senior data had to be pulled for clients aged 65 and older, instead of 62 and older as used throughout the Point In Time report.



# Be Well

ORANGE COUNTY

Commission to End Homelessness | Aug 12, 2019







# Public & Private Sectors, Academic Institutions, Faith Communities and Others Unified for Collective Impact and a New Model of Mental Health Care

AAP-OC  
 ACC-OC  
 All4Kids  
 AlzOC  
 Bank of America  
 Beacon Health Options  
 Blue Shield CA Foundation  
 CSUF  
 CalMHSA  
 CalOptima  
 Cambodian Family  
 CapoUSD  
 CDCR  
 CFCOC  
 Chapman University  
 Child Guidance Center  
 Children's Bureau  
 Childrens Cause OC  
 CHOC  
 City of Anaheim  
 City of Irvine  
 City of Costa Mesa  
 City of Laguna Beach  
 City of Orange  
 City of Tustin  
 College Hospital  
 County of Orange  
 Diocese of Orange  
 Early Childhood Mental  
 Health Collaboration  
 First 5 OC  
 Green Ribbon Club  
 HASC  
 Health Collab  
 Health Net  
 Hoag  
 Illumination Foundation  
 Jamboree Housing



James Henry Ransom  
 Foundation  
 Kaiser Permanente  
 KC Services  
 KPC Health  
 Legal Aid

Magellan Health  
 MECCA  
 MemorialCare  
 Mental Health Board  
 MF Partners  
 MHS OAC

Mission Hospital  
 Moms OC  
 NAMI OC  
 OC Alcohol & Drug Advisory  
 Board  
 OC Conservator Assistance  
 Group  
 OC Health Care Agency  
 OC Public Health  
 OC Sheriff Department  
 OC Stem  
 OCDE  
 OCWomensHealth  
 Orange USD  
 Providence St. Joseph Health  
 RCB  
 RCBO  
 Saddleback Church  
 Salvation Army  
 Samueli Foundation  
 SARDA  
 SHM Temple  
 South Coast Plaza  
 SSA  
 St. Joseph Hospital  
 St. Jude Medical Center  
 Telecare Corp  
 Tenet Health  
 UCI  
 United Way OC  
 VACF  
 Vietnamese American Cancer  
 Society  
 Well Being Trust  
 Western Youth Services  
 Community Leaders,  
 Philanthropists & Others

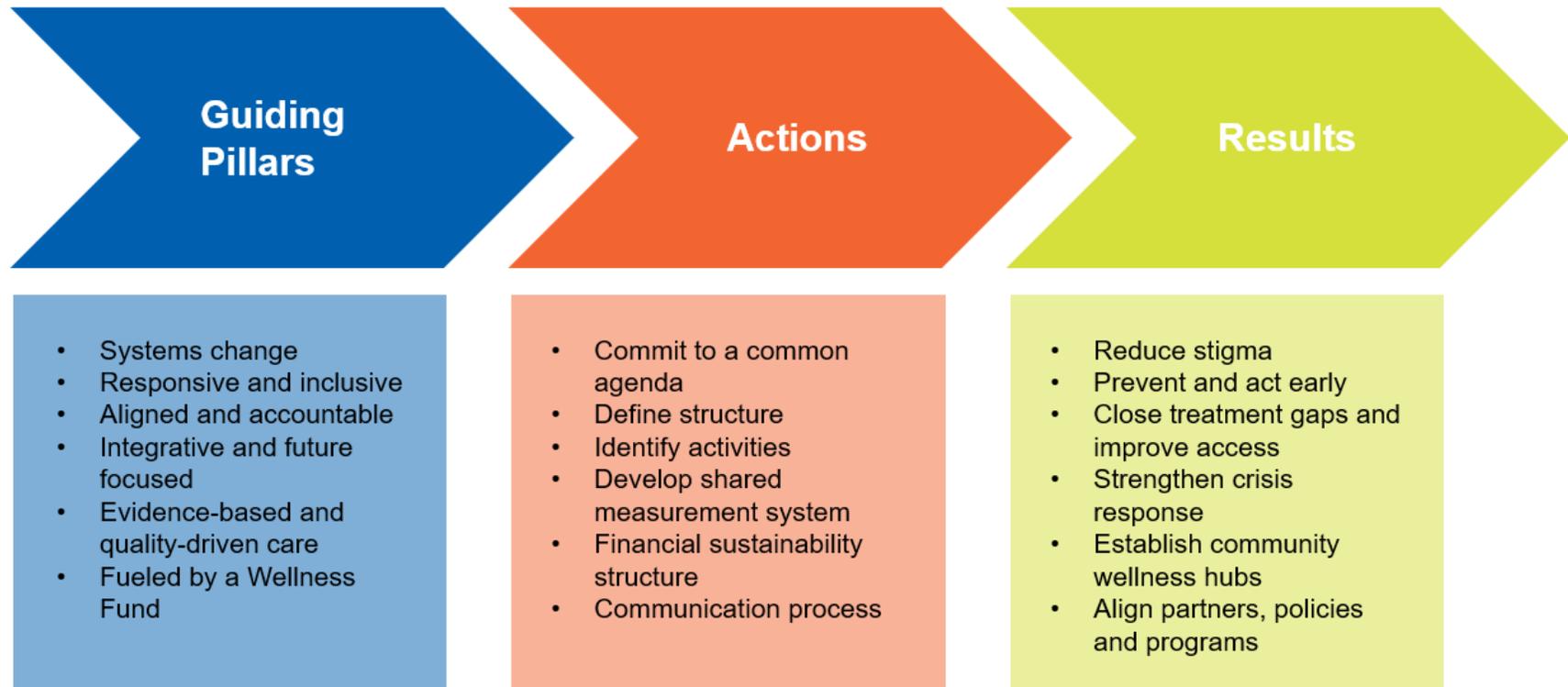
# Orange County's Vision



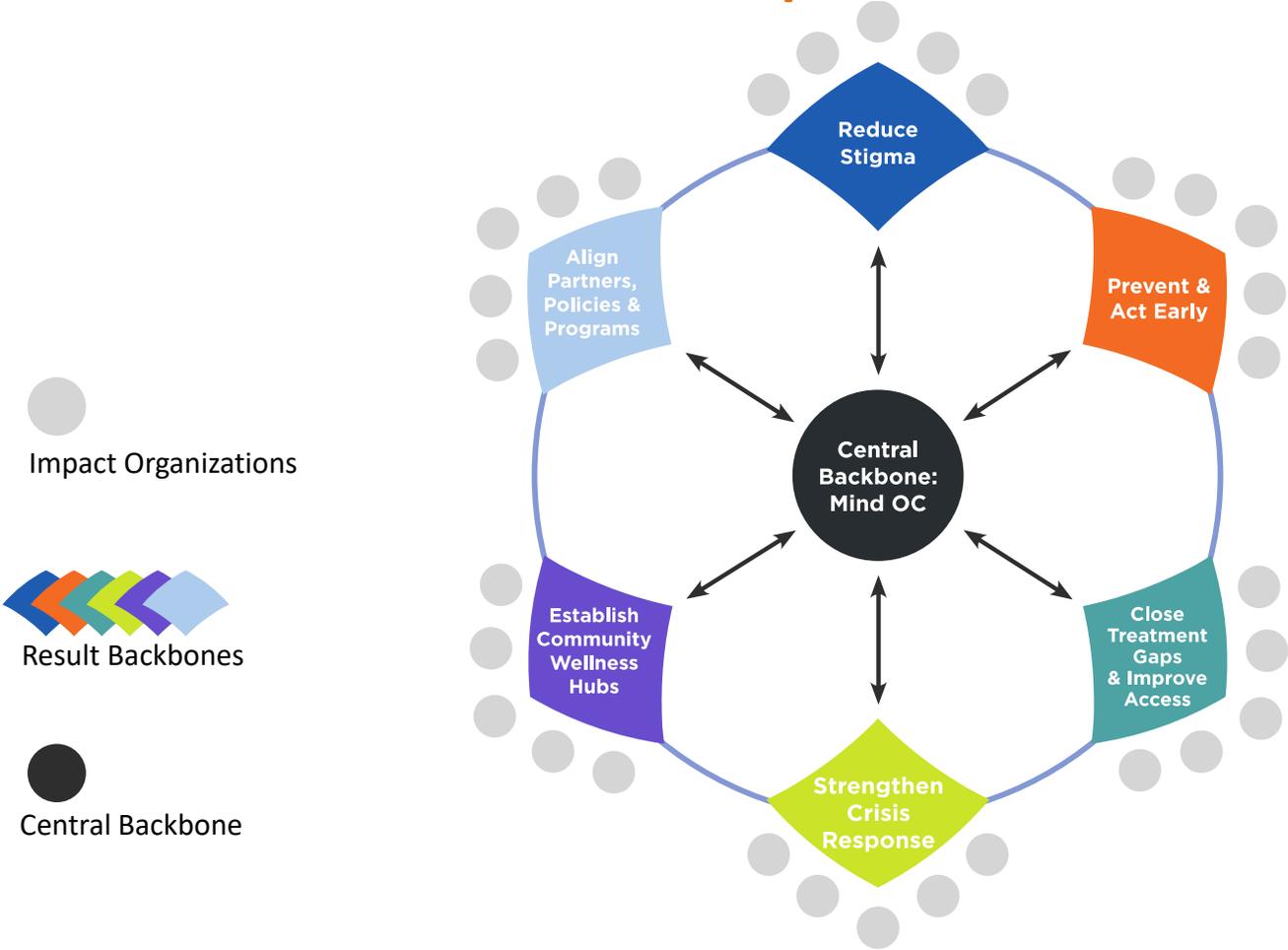
Mental health is “a state of well-being in which every individual realizes his or her own potential, can cope with normal stresses of life, can work productively and fruitfully, and is able to make a contribution to his or her community.”<sup>1</sup>

<sup>1</sup> World Health Organization. Mental Health: A State of Well-Being, 2014. [http://www.who.int/features/facilities/mental\\_health/en](http://www.who.int/features/facilities/mental_health/en)

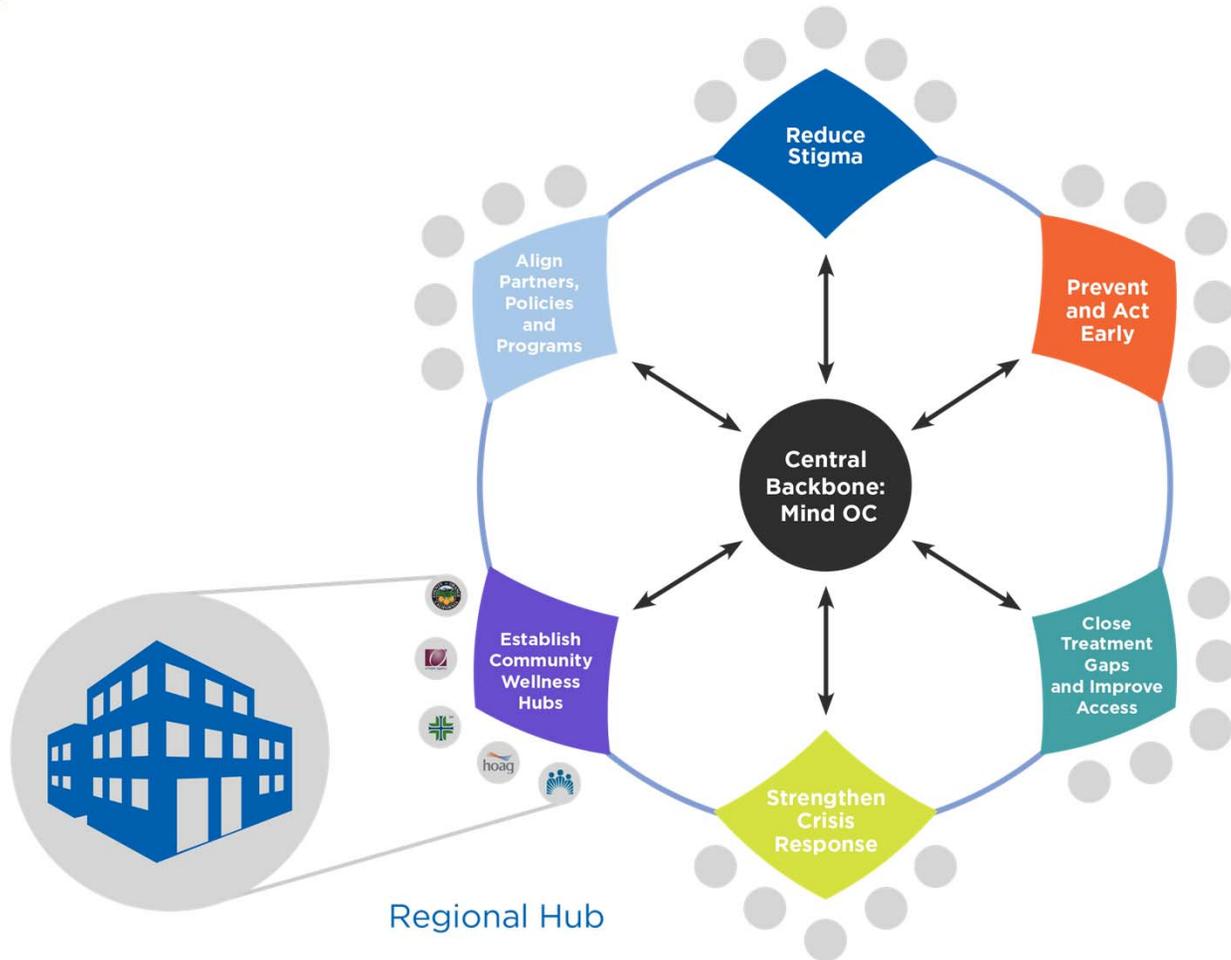
## Plan: Be Well Blueprint



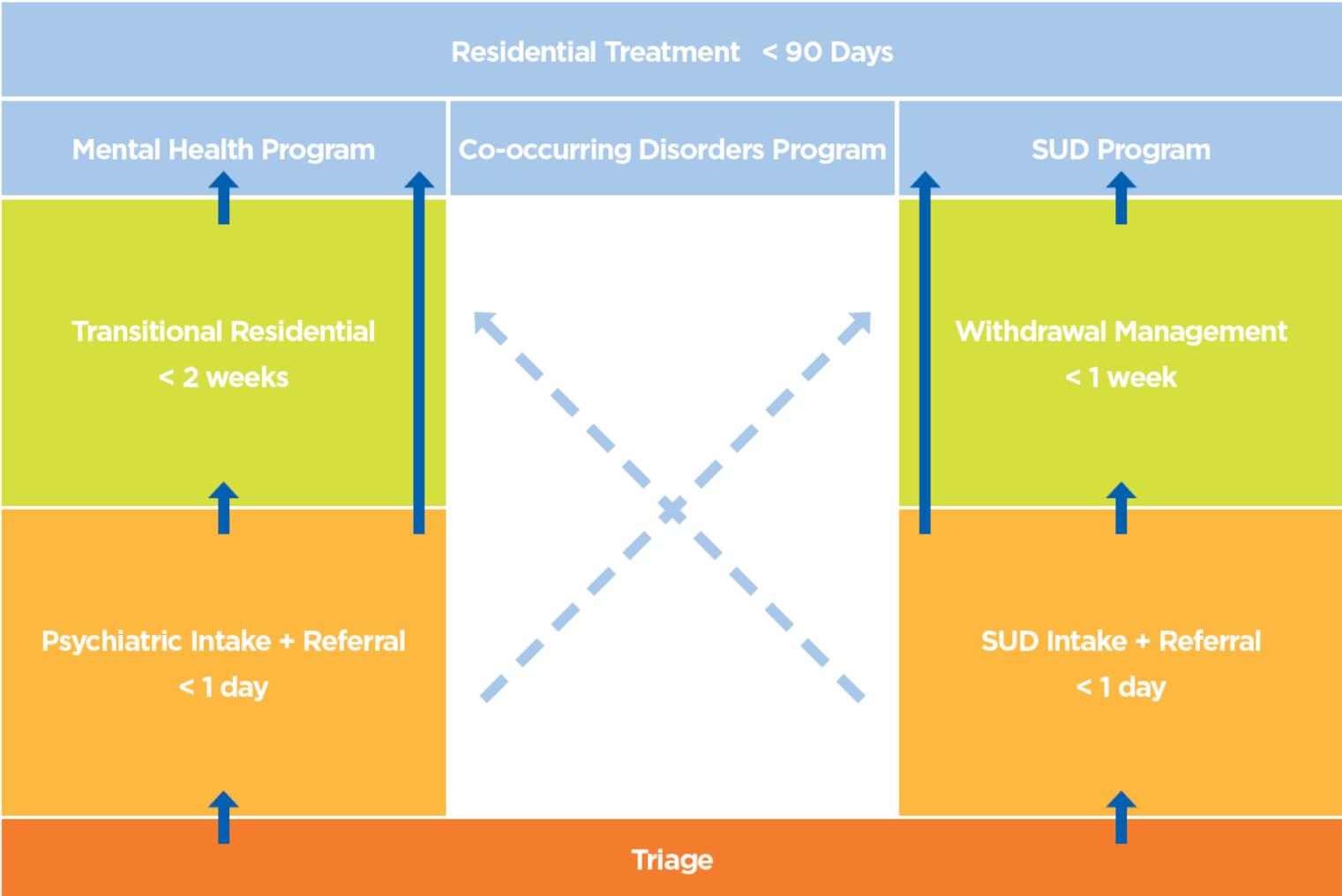
# Structure: Distributed Leadership



# Regional Hubs set the cornerstone from which we build the System.





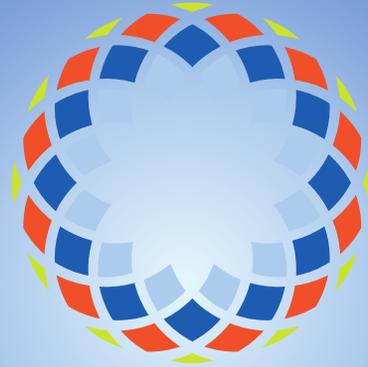


**Building the beginning.**

**A beacon that illuminates a hopeful path forward for Orange County.**



Thank You, Orange County City Managers



**Be Well**  
ORANGE COUNTY

**Marshall Moncrief, Chief Executive Officer, MindOC**

**[Marshall.Moncrief@Mind-OC.org](mailto:Marshall.Moncrief@Mind-OC.org)**

**949-400-4157**

Misc

## Be Well Journey to Date



... And the work is still evolving to ensure collective input and authentic community engagement!

### OC Emergency Department Volume, 2016 OSHPD

DIAGNOSES	Total OC Market	5 Mile Radius of 265 Anita	% of Total
Alcohol-related disorders	10,645	2,773	26.1%
Substance-related disorders	6,388	1,984	31.1%
Mood disorders	5,695	1,890	33.2%
Suicide and intentional self-inflicted injury	4,498	1,306	29.0%
Schizophrenia and other psychotic disorders	4,067	1,477	36.3%
Delirium dementia and amnestic and other cognitive disorders	960	285	29.7%
Miscellaneous mental health disorders	888	322	36.3%
Attention-deficit conduct and disruptive behavior disorders	484	174	35.9%
Screening and history of mental health and substance abuse codes	252	66	26.4%
Personality disorders	105	41	39.0%
<b>Totals:</b>	<b>34,024</b>	<b>10,336</b>	<b>30.4%</b>

Payer Mix	5 Mile Radius Payer Mix %
Medi-Cal	52.9%
Commercial	23.0%
Self Pay	11.4%
Medicare	11.3%
Other	1.4%
<b>Totals:</b>	<b>100.0%</b>

Total OC Market	5 Mile Radius of 265 Anita
15,441	5,463
10,772	2,379
3,823	1,176
3,464	1,172
525	147
<b>34,024</b>	<b>10,336</b>