San Diego Clean Plates Program
Memorandum of Understanding

Between
The City of San Diego, Office of the City Treasurer (City),
The San Diego County Department of the Public Defender (Public Defender), and
The San Diego Homeless Court Steering Committee (Steering Committee)

I. SCOPE

The Clean Plates Program is a means for Participants of the San Diego Homeless Court Program (HCP) to address their unpaid parking citations. The HCP is a partnership between the San Diego County Office of the Public Defender, the San Diego District Attorney, San Diego City Attorney's Office, the Superior Court of California and San Diego Homeless Court Program Service Providers through the Homeless Court Steering Committee. These Service Providers are listed on the attached Exhibit A. The objective of the HCP is to offer homeless Participants an opportunity to resolve their pending misdemeanor and infraction cases in an alternative court setting and to reduce or cancel the associated fine. Traditionally, the formal HCP setting has not included parking citations because they are civil penalties, not criminal matters and are therefore not adjudicated in court. The San Diego Clean Plates Program is the means to address these outstanding parking citations.

II. PURPOSE AND INTENT

The purpose and intent of this MOU is to establish the parameters of the San Diego Clean Plates Program and to define the roles and responsibilities of the parties to this MOU.

III. SAN DIEGO CLEAN PLATES PROGRAM PARAMETERS

Participation in the San Diego Clean Plates Program will follow the same guidelines, parameters and requirements as, and work in conjunction with, the Homeless Court Program. The Clean Plates Program will follow the same court calendar as the HCP, as set forth in the attached Exhibit B. On a monthly basis, HCP Participant information will be provided to the City Treasurer's Office (City) to determine eligibility. To be considered for the Clean Plates Program, all information necessary for eligibility determination must be included in the submission to the City. The minimum required information is full name, date of birth, vehicle plate number(s), and parking citation number(s). The Advocacy Letter accompanying the Interest List must be on the Service Provider's letterhead, signed by the Participant's primary social services worker as designated by the Service Provider's manager or director pursuant to HCP policies and procedures set by the Steering Committee. Each Advocacy Letter must contain sufficient information about the

Participant's recovery program participation including, but not limited to, the date entered, the date completed/ graduated, and classes or other achievements obtained. If the Participant has not yet completed his or her recovery program as of the date of the application to the Clean Plates Program, the Advocacy Letter must provide a detailed description of what the recovery program entails and how much of the recovery program the Participant has successfully completed.

All required information and Advocacy Letters must be submitted to the Public Defender's Office via the Participant's Service Provider prior to the Provider List dates on the calendar in Exhibit B. The Public Defender will compile and submit all Advocacy Letters and required information to the City on the Provider List date.

The City reserves the right to deny approval of any Participant for relief through the Clean Plates Program consistent with the application of the criteria below and all applicable law. The following criteria are considered minimum requirements for consideration:

- The Participant's parking citations were issued by the City of San Diego; and
- The Participant has not previously participated in the Clean Plates Program; and
- The Participant is a client of an official HCP Service Provider as set forth on the list in the attached Exhibit A, and has completed or substantially completed a recovery program; and
- The Participant has met all requirements of the HCP, the Steering Committee and his/her Provider Agency; and
- The City Attorney and the District Attorney have not otherwise disqualified the Participant from HCP.

- Exception: An ineligible Participant may be considered by the Clean Plates Program if a lead provider submits a written recommendation demonstrating the Participant's commitment and success in the recovery program.

Any dismissal or fine reduction of any parking citation approved through this process does not affect any other amounts the Participant might owe stemming from parking citations, such as amounts due to other entities for vehicle impounds.

IV. ROLES AND RESPONSIBILTIES

A. The San Diego Department of the Public Defender agrees to:
   a. Appoint a primary point of contact for the Clean Plates Program; and
   b. Provide the City with an Interest List of potential Clean Plates Program Participants on a monthly basis; and
   c. Indicate on the Interest List which Participants have parking citations issued by the City of San Diego; and
   d. Ensure the Interest List contains all the minimum required information; and

e. Collect and provide the City with an Advocacy Letter (proof of participation in or completion/ graduation for each client) from an HCP-approved Service Provider listed in Exhibit A; and
f. Inform the City of any Participant on the Interest List that does not meet all HCP criteria for inclusion at their scheduled HCP court session; and
g. Coordinate the HCP in accordance with the HCP's guidelines for eligibility and criteria for participation; and
h. Communicate the disposition of each Participant's parking citations at the court hearing if a City representative is not present; and
i. Provide the City with any updated and all future court calendars (Exhibit B) as soon as available; and
j. Inform the City of all changes to the approved Service Provider List (Exhibit A); and
k. Inform the City of any other changes to the rules surrounding the HCP that impact the Clean Plates Program.

B. The Homeless Court Steering Committee agrees to:
   a. Appoint a primary point of contact for the Clean Plates Program; and
   b. Act as liaison to the Homeless Court Providers to ensure all Providers are meeting or exceeding the requirements as listed on their Statement of Services; and
   c. Provide education, resources and continued training to all Homeless Court Service Providers to maintain the integrity of the Homeless Court Program and Process.

C. The City of San Diego Office of the City Treasurer agrees to:
   a. Appoint a primary point of contact for the Clean Plates Program; and
   b. Receive monthly Clean Plates Program Interest List and Advocacy Letters from the Public Defender; and
   c. Review and apply the criteria listed in Section III of this MOU to determine whether to approve a Participant's request for relief through the Clean Plates Program; and
   d. Approve, deny, or approve-in-part each request based on the review of the provided documentation; and
   e. Either be present at the Court session or communicate results of review and disposition to the Public Defender for each Participant by the HCP Court Session date; and
   f. Cancel parking citation debt that is approved through the Clean Plates Program and remove vehicle lien with the Department of Motor Vehicles.

V. TERM

This MOU shall remain in effect until modified or terminated.

VI. AMENDMENT OR TERMINATION

Upon mutual consent of all parties, this MOU can be modified and updated. All changes must be in writing, signed by all parties and mailed to addresses below. This MOU (and

any updates) can be terminated for any reason by any party upon the provision of thirty (30) day written notification to all parties in accordance with Section IX.

VII. CONFIDENTIALITY

All parties shall comply with state and federal laws and regulations with respect to maintaining the confidentiality of information shared under this MOU. Any unauthorized release of confidential information acquired under this MOU shall be reported to all other parties immediately upon discovery.

VIII. GENERAL TERMS

A. Non-Assignment: None of the rights, privileges, interests, immunities, duties or obligations created by this MOU is assignable by any of the parties.

B. Entire Agreement: This MOU constitutes the full and entire agreement and understanding between the parties and supersedes any and all prior understandings and agreements, oral or written, in effect at the time this MOU is executed.

C. Governing Law: This MOU will be deemed to have been made and will be governed, construed, interpreted and enforced pursuant to and in accordance with the laws of the State of California.

D. Third Party Beneficiaries Excluded: This MOU is intended solely for the benefit of the parties. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third parties is specifically prohibited.

E. Survival. The Confidentiality provision under Section VII of this MOU shall survive any termination or expiration of this MOU. Parties will also be subject to any other sections of this MOU that by their nature may reasonably be presumed to survive any termination or expiration of this MOU.

IX. NOTICES

Unless otherwise specified, in all cases where written notice is required under this MOU, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the individuals listed below. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the MOU.

Notices to the City shall be sent to:

Rolando Charvel
Chief Financial Officer
202 C Street, 9th Floor
San Diego, CA 92101

Notices to the San Diego County Public Defender shall be sent to:

Matthew Wechter
Deputy Public Defender
450 B Street, Suite 1100
San Diego, CA 92101

Notices to The Homeless Court Steering Committee shall be sent to:

Kelley Gebbie
President, Homeless Court Steering Committee
759 Eighth Ave
San Diego, CA 92101

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms and conditions of this MOU.

Rolando Charvel, Chief Financial Officer City of San Diego	9/8/19 Date
Randy Mize, Public Defender County of San Diego	8-6-19 Date
Kelley Gebbie, President Homeless Court Steering Committee	8/7/19 Date
Mara W. Elliott, City Attorney City of San Diego	8/7/19 Date

EXHIBIT A

Current HCP Approved Providers as of 5/23/19

Catalyst - Probation	MHS - San Diego Center for Change
Catalyst	MHS - South County Center for Change
Center Star Act - Program	NAMI SD, Peer Links
CEO	New Alternatives, THP
CERRC - ECS (Prop 47 referrals)	Path San Diego
CRASH Short Term I	Pathfinders
Golden Hill House (CRASH Short Term II)	Rachel Women's Center (Catholic Charities)
Christies Place	Salvation Army ARC
Dreams for Change	Salvation Army, Door of Hope
East County Mental Health- Clinic	Salvation Army Steps
East County Mental Health- Case Management	SD Rescue Mission
Exodus Recovery - Project Connect	SD Youth Services TAY Academy
Exodus Recovery	Second Chance
Father Joe's Villages	South Bay Community Services
Family Health Centers of San Diego	South Bay Pioneers
Friend to Friend	Stepping Stone
GEO Reentry Services	ThinkDignity
Heartland Wellness Recovery Center	Tradition One
Downtown/IMPACT	Turning Point Home
Interfaith Shelter Network	UPAC
Jewish Family Services	VA Justice Outreach - Vet Mod
LGBT Community Center	Veterans Village of San Diego-VVSD
McAlister Institute - SBRRC	VOA Renaissance Treatment Center
MHS - SIP	Southwest
MHS - ACTION CENTRAL	VOA Hawley House
MHS - ACTION East	YWCA Cortez Hill
MHS - EC Center for Change	

EXHIBIT B

SAN DIEGO - 2019 HOMELESS COURT CALENDAR * 2019-Mod#2

January			Father Joe's Village			
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						VVSD
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March			Father Joe's Village			
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April						VVSD
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May			Father Joe's Village			
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						VVSD
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July			Father Joe's Village			
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						VVSD-SD ONLY
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September			Father Joe's Village			
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						VVSD
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November			Father Joe's Village			
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						VVSD
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

KEY	Providers Meeting		Defense Counsels Clients		Provider Last Day	Court Holidays