

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF  
REDWOOD CITY REGARDING NEW HOMELESS SHELTER PROGRAM AT PACIFIC INN**

This Memorandum of Understanding (“MOU”) is entered into this 11<sup>th</sup> of May, 2021 (the “Effective Date”), by and between the County of San Mateo, a political subdivision of the State of California (the “County”), and the City of Redwood City, a California municipal corporation (the “City,” and, together with the County, the “Parties”), and sets forth the Parties’ understanding and expectations related to a new shelter program at Pacific Inn in Redwood City, California to assist people experiencing homelessness.

**RECITALS**

A. **WHEREAS**, on December 10, 2020, the County acquired the Pacific Inn, located at 2610 El Camino Real in Redwood City (the “Site”), to create a new shelter program to assist people experiencing homelessness and who are vulnerable to COVID-19, with the long term goal of converting the Site to permanent affordable housing; and

B. **WHEREAS**, since March 2021, the new homeless shelter program at the Site has been providing safe, temporary living accommodations and intensive on-site support services to assist program participants with finding permanent housing (the “Pacific Shelter Program” or the “Program”); and

C. **WHEREAS**, the Parties acknowledge that success of the Program is dependent, in part, on a strong partnership between the County, the City, the non-profit service providers, the local businesses and the community; and

D. **WHEREAS**, the Parties acknowledge the truth of the Recitals set forth above which are hereby incorporated into this MOU.

**NOW THEREFORE**, the Parties agree to be bound by the following terms in this MOU:

**1. PACIFIC SHELTER PROGRAM OPERATION AND RULES**

**1.1 Program Participants Served.** The primary goal of the Pacific Shelter Program will be to serve individual adults or adult pairs or couples (e.g., spouses, domestic partners, etc.), given that there are extensive existing services for families in the County and accordingly, there is currently a greater need for services for adults than services for families. Clients will be referred to the Program by the County’s Coordinated Entry System for Homeless Services.

**1.2 Requirements for Program Participants.** Pacific Shelter Program participants will be required to comply with the rules and requirements, which will include rules materially similar to the Sample Rules for Non-Congregate Shelter Program, a copy of which is attached hereto as Exhibit A and incorporated by this reference. The Parties shall review and update these rules and requirements for Program participants on a regular basis. However, all final decisions regarding the adoption of rules and requirements for Program participants will rest with the selected Service Provider for the Program and the County.

**1.3 Screening of Program Applicants.** Appropriate screening of Program applicants that complies with applicable law and regulation will be conducted.

**1.4 Drugs and Alcohol Prohibited.** Illegal drugs and alcohol will not be permitted on Site.

**1.5 Accommodation of Pets.** Policies will be developed, and facilities may be modified, as necessary, to reasonably accommodate Program participants with pets.

## **2. COORDINATION**

- 2.1 Solicitation of Community Input.** The County and the selected Service Provider for the Program shall meet with Redwood City residents, businesses, community agencies, and neighborhood associations or other groups identified by the City, including the Redwood Oaks Neighborhood Association, to increase community awareness, and facilitate support for operations of the Pacific Shelter Program in addressing homelessness.
- 2.2 Partnership Communications.** The County, the City and the selected Service Provider shall meet periodically, as any of the Parties deem necessary. The Parties agree that during initial implementation and future conversion of the Site to permanent housing the City and County shall meet at least twice per year.

## **3. FILLING VACANCIES IN PACIFIC SHELTER PROGRAM**

- 3.1 Referral Process.** Homeless individuals in Redwood City can be assessed for homeless shelter services, including the Pacific Shelter Program, through the County's existing Coordinated Entry System (CES), which streamlines access to the County's homeless crisis response system for people experiencing homelessness and aims to match them to an appropriate intervention to end their homelessness, based on their vulnerability and housing barriers. CES will be utilized to fill vacancies in the Program following the established Program eligibility criteria.
- 3.2 Preference Policy and Other Coordination.** The County will meet and confer with the City about the inclusion of a preference for homeless individuals living within the city limits of Redwood City as part of the policy for filling certain vacancies in the Program that arise due to turnover. In addition, the Parties will meet and confer on ongoing collaboration and coordination in a joint effort to reach "functional zero" for homelessness in Redwood City.

## **4. PACIFIC SHELTER GROUNDS AND EXTERIOR**

- 4.1 Aesthetic Improvements.** The County anticipates making landscaping and certain other improvements to the grounds and building exterior on the Site as part of the planned improvements and modifications to the Site.

## **5. POTENTIAL FUTURE USE OF SITE**

- 5.1 Long Term Use.** The County's long term goal is for the Site to be converted to permanent affordable housing. However, the Parties acknowledge that the feasibility and projected timeline for achieving this goal is contingent on a number of factors, including selection of the appropriate developer and operator and the ability to obtain financing necessary to fund such a project. The Parties will meet and confer periodically and in good faith regarding this goal for the Site's long term use. Should the Site convert to permanent affordable housing, the Parties shall meet and confer on a potential preference policy for income-qualified applicants who live and/or work within the city limits of Redwood City.
- 5.2 Disposition.** During the term of this MOU, the County will discuss with the City any plans it may have for termination of use of the Site as transitional housing and disposition of the Site for another use.

## **6. GENERAL PROVISIONS**

- 6.1 Authorizations.** The County Manager and the City Manager, or their respective designees, are authorized to modify the MOU and its terms, resolve conflicts, and/or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not otherwise

vested in the authority of the agency's governing board. All such requests and approvals shall be in writing and signed by both Parties.

- 6.2 Mutual Indemnification.** Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any responsibility, authority, or jurisdiction delegated to such Party under this MOU. Neither Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any authority, responsibility, or jurisdiction delegated to such other Party under this MOU.
- 6.3 Choice of Law; Venue.** The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Mateo County Superior Court.
- 6.4 Notices.** Any notice to be given to the Parties shall be in writing and shall be served, either personally or by mail, to the following:

In case of the County, to:

Name/Title: Michael Callagy, County Manager

Address: 400 County Center, 1<sup>st</sup> Floor, Redwood City, CA 94063

In the case of the City, to:

Name/Title: Melissa Stevenson Diaz, City Manager

Address: 1017 Middlefield Road, Redwood City, CA 94063

Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

- 6.5 Construction.** All section headings are for reference only and shall not be considered in construing this MOU.
- 6.6 Severability.** If any provision of this MOU shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions of this MOU shall not in any way be affected or impaired thereby.
- 6.7 Entire Agreement.** This MOU sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 6.1, "Authorizations."
- 6.8 Cooperative Drafting.** This MOU has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no

presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

- 6.9 Representation re Authority of Parties/Signatories.** Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 6.10 No Third Party Beneficiaries.** Except as expressly set forth herein, nothing contained in this MOU is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.
- 6.11 Debt Limitation.** The Parties are subject to laws or policies which limit their ability to incur debt in future years. Nothing in this MOU shall constitute an obligation of future legislative bodies of the County or City to appropriate funds for the purpose of this MOU.
- 6.12 Conflict of Interest.** Each of the Parties shall avoid all conflicts of interest in the performance of this MOU and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this MOU.
- 6.13 Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally between the Parties.
- 6.14 Non-Discrimination.** The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices
- 6.15 Counterparts.** This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this MOU may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

## **7. TERM OF MOU**

- 7.1 Term.** This MOU will expire five (5) years from the Effective Date. However, the Parties agree to meet and confer 180 days prior to end of the term of this MOU regarding any modifications that may need to be made to the terms and conditions of this MOU, including an extension of the term, in accordance with Section 6.1, "Authorizations."

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective the date first mentioned above.

**COUNTY**

The County of San Mateo

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

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

Name: Michael Callagy

Title: County Manager

**CITY**

The City of Redwood City

By: Melissa Stevenson Diaz

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

Name: Melissa Stevenson Diaz

Title: City Manager