

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF
REDWOOD CITY REGARDING PERMANENT SUPPORTIVE HOUSING FOR EXTREMELY LOW INCOME
SENIORS AT TOWNEPLACE SUITES**

This Memorandum of Understanding (“MOU”) is entered into this 11th 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 the planning and coordination of a new permanent affordable rental housing project at TownePlace Suites for extremely low income seniors.

RECITALS

- A. **WHEREAS**, on December 3, 2020, the County acquired the TownePlace Suites, located at 1000 Twin Dolphin Drive, Redwood City, California (the “Property”), to provide service-enriched permanent affordable housing for seniors, aged 62+ earning extremely low incomes at or below 30% Area Median Income (AMI) with a heightened risk for COVID-19 complications and who may be at risk of homelessness or previously experienced homelessness (the “Project”); and
- B. **WHEREAS**, the Project will provide 93 units of permanently affordable rental housing with on-site services for extremely low income seniors as well as two onsite manager/staff units; and
- C. **WHEREAS**, the Parties acknowledge that success of the Project is dependent, in part, on a strong partnership between the County and the City, MidPen Housing Corporation and its affiliate entities (collectively, “MidPen” or “Operator”), the operators of the Project, as well as Mental Health Association and other nonprofit service providers, local businesses, local neighborhood associations and the surrounding 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. COMMUNITY INVOLVEMENT

- 1.1** The County shall ensure that a community advisory committee is established to promote communication between the County, the City, MidPen, Project residents, City residents, businesses and community agencies to increase community awareness, connect MidPen to local resources and facilitate support for the Project.

2. PREFERENCE POLICY

At initial occupancy of the units at the Project, the following preferences will be applied:

- a. First Preference will be given to eligible households referred by the County of San Mateo through the non-congregate shelter programs identified by the County of San Mateo.
- b. Second Preference will be given to eligible households referred by the Health Plan of San Mateo through the Housing Authority of the County of San Mateo who are Duals eligible based on

satisfying enumerated criteria set forth by MidPen in its Resident Selection Criteria for the Project.

- c. Remaining vacancies at initial lease up will be filled by eligible households referred by the County through its Coordinated Entry System (“CES”) with prioritization for referrals based on level of acuity as determined by CES assessment score with a preference overlay for households residing within the city limits of Redwood City. Households will be referred by CES, and then each referred household will need to complete the application process to have eligibility confirmed or denied.

The County agrees to meet and confer with the City on a potential preference for homeless seniors living within the city limits of Redwood City for vacancies in the Project that arise due to turnover.

3. FUTURE USE OF SITE

3.1 The County will retain the Property as permanent, affordable housing for extremely low-income seniors, age 62+ throughout the fifty-five (55) year period of affordability as documented by an affordability covenant to be recorded against the Property.

4. GENERAL PROVISIONS

4.1 **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.

4.2 **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) or liability 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. Notwithstanding the mutual indemnification set forth above, the City agrees to fully indemnify, hold harmless, and defend (by counsel selected by City and reasonably satisfactory to County) the County and its appointed and elected officials, officers, employees, agents and consultants from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and expenses (including reasonable attorney’s fees and costs) arising in connection with any claim or legal action alleging that the preference afforded to City residents for Project units set forth in Section 2(c) or the application thereof by the City violates applicable federal, state or local law, including federal and state housing law.

4.3 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.

4.4 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, 1st 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.

4.5 Construction. All section headings are for reference only and shall not be considered in construing this MOU.

4.6 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.

4.7 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 4.1, "Authorizations."

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

5. TERM OF MOU

5.1 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 4.1, "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: Melina Stevenson Diaz

Date: _____

Name: Melissa Stevenson Diaz

Title: City Manager