

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF HALF MOON BAY REGARDING NEW HOMELESS SHELTER PROGRAM AT COASTSIDE INN

This Memorandum of Understanding (“MOU”) is entered into this ____ of _____, 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 Half Moon Bay, 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 shelter program at the Coastside Inn in Half Moon Bay, California to assist people experiencing homelessness.

RECITALS

- A. **WHEREAS**, according to the 2019 One Day Homeless Count, there were 230 unsheltered homeless individuals living in the City of Half Moon Bay, the City of Pacifica and the unincorporated areas of the County’s coastside south of the City of Pacifica and north of the City of Half Moon Bay and south of the City of Half Moon Bay to the County line (collectively referred to herein, with the Cities of Half Moon Bay and Pacifica, as the “Coastside”); and
- B. **WHEREAS**, under ordinary circumstances, homeless individuals on the Coastside experience a number of daily challenges, including exposure to inclement weather, high stress levels, sleep deprivation, unsanitary surroundings, poor nutrition, and a lack of access to hygiene facilities and medical care; and
- C. **WHEREAS**, these challenges have grown even more daunting over the course of the COVID-19 public health emergency, as homeless individuals without secure shelter face increased risks of exposure to COVID-19 and are more susceptible to its associated negative health consequences; and
- D. **WHEREAS**, there are currently no homeless shelters on the Coastside; and
- E. **WHEREAS**, after many years of efforts by various stakeholders to create a homeless shelter program, a unique opportunity presented itself late last year, which enabled the County to use available time-limited federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to purchase a facility on the Coastside where such programming could be implemented for unsheltered homeless individuals, who are susceptible to contracting COVID-19; and
- F. **WHEREAS**, on December 29, 2020, the County acquired the Coastside Inn, located at 230 Cabrillo Highway, in Half Moon Bay (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
- G. **WHEREAS**, the new planned homeless shelter program at the Site will provide safe temporary living accommodations and intensive on-site support services to assist program participants with finding permanent housing (the “Coastside Shelter Program” or the “Program”); and
- H. **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
- I. **WHEREAS**, the County will be conducting a planning process in collaboration with the City and a range of local stakeholders to plan details of the new Program; and

- J. **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. COASTSIDE SHELTER PROGRAM OPERATION AND RULES

- 1.1 Selection of Service Provider.** The service provider that will operate the Coastside Shelter Program (the “Service Provider”) will be selected in accordance with the County’s procurement and contracting policies and standards. In particular, the County will take reasonable measures to elicit input from the City during the procurement and contracting process. While the Parties acknowledge that the final decision regarding selection of the Service Provider will rest with the County, the City shall be afforded reasonable opportunity to provide input during the Service Provider selection process.
- 1.2 Program Participants Served.** The primary goal of the Coastside 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. However, the County shall explore the feasibility of also serving families in the Program.
- 1.3 Requirements for Program Participants.** The Coastside Shelter Program participants will be required to comply with the rules and requirements which shall be 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, after eliciting input from the CAC. However, all final decisions regarding the adoption of rules and requirements for Program participants will rest with the Service Provider and the County.
- 1.4 Screening of Program Applicants.** Appropriate screening of Program applicants will be conducted, including verifying whether any Program applicants are identified as registered sex offenders on Megan’s law website and therefore, ineligible to participate in the Program. In addition, Program applicants that have been identified as having been convicted of a violent crime will be further vetted to determine eligibility for participation in the Program, on a case-by-case basis.
- 1.5 Drugs and Alcohol Prohibited.** Illegal drugs and alcohol will not be permitted on Site.
- 1.6 Accommodation of Pets.** Policies will be developed, and facilities may be modified, as necessary, to reasonably accommodate Program participants with pets.

2. COASTSIDE SHELTER COMMUNITY ADVISORY COMMITTEE

- 2.1 Purpose.** A Community Advisory Committee (“CAC”) will be created for the purpose of improving and promoting communication between residents, businesses and community agencies to increase community awareness, and facilitate support for operations of the Coastside Shelter Program in addressing homelessness on the Coastside.
- 2.2 Roles and Structure.** The City will be responsible for creating and staffing the CAC, and calendaring, hosting and facilitating the CAC’s meetings, with support from the County and the Service Provider. The City will continue to meet and confer with the County to draft bylaws for the CAC, which address its creation, membership and operation.

3. FILLING VACANCIES IN COASTSIDE SHELTER PROGRAM

- 3.1 Referral Process.** Homeless individuals on the Coastside will be referred to the Coastside 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 to ensure they are matched to an appropriate intervention to end their homelessness, based on their vulnerability and housing barriers.
- 3.2 Preference Policy.** Homeless individuals on the Coastside who are referred to the Coastside Shelter Program through CES will be prioritized for available spaces when filling initial vacancies during the Program launch and as vacancies arise thereafter due to turnover (the "Preference Policy"). Each space subject to the Preference Policy will be offered to the first eligible applicant from the CES waitlist meeting the preference criteria, however, no spaces will be held vacant based on the Preference Policy.
- 3.3 Relocation and Restoration.** The County will meet and confer in good faith with the City about assisting the City with clean up and restoration of City homeless encampments that may be abandoned following the commencement of the Program.

4. COASTSIDE SHELTER GROUNDS, EXTERIOR AND NAME

- 4.1 Aesthetic Improvements.** The County anticipates making landscaping and certain other improvements (collectively, "Aesthetic Improvements") to the grounds and building exterior on the Site as part of the initial phase of its planned improvements and modifications to the Site. The County agrees to present Aesthetic Improvements to be undertaken by the County to the City's Architectural Advisory Committee for review and recommended feedback, but all final decisions regarding the Aesthetic Improvements shall be made by the County.
- 4.2 Naming of Site.** The Site shall be named in accordance with the provisions set forth in Chapter 2.52 of the San Mateo County Ordinance Code entitled "Facility Naming," which allows for the submission of naming nominations to the County Manager on an application form created by the County Manager. The City and CAC, working with local homeless service providers, may solicit, through a process to be determined, potential names for the Site which shall be submitted as a naming nomination to the County Manager, as set forth above.

5. MITIGATION OF CITY REVENUE LOSS

- 5.1 Transient Occupancy Tax.** Any reimbursement by the County to the City for loss in Transient Occupancy Tax resulting from the conversion of the Site to a non-hotel use shall be pursuant to the terms and conditions of a separate agreement that the Parties are negotiating. The County will not reimburse the City for any of its loss of property tax revenue or sales tax revenue from the conversion of the Site.

6. POTENTIAL FUTURE USE OF SITE

- 6.1 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.

- 6.2** **Performance Measures.** The Parties, in coordination with CAC, will meet and confer to develop performance measures to determine the Program's effectiveness in serving homeless individuals on the Coastside. Once such performance measures have been developed, the County will provide the City and CAC written reports based on such performance measures no less frequently than on an annual basis. The Parties will confer, from time to time and in good faith, regarding the performance measures including to determine whether they remain appropriate and/or whether they should be revised.
- 6.3** **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.

7. GENERAL PROVISIONS

- 7.1** **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.
- 7.2** **Mutual Indemnification; Insurance.** 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. The County shall take steps to help ensure that, where the Service Provider is required to maintain insurance and to name the County as an additional insured, the City is also named as an additional insured on all such insurance policies.
- 7.3** **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.
- 7.4** **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: Matthew Chidester, Deputy City Manager

Address: 501 Main Street, Half Moon Bay, CA 94019

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.

- 7.5 Construction.** All section headings are for reference only and shall not be considered in construing this MOU.
- 7.6 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.
- 7.7 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 7.1, "Authorizations."
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 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

7.15 **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.

8. TERM OF MOU

8.1 **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 7.1, "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 Half Moon Bay

By: Robert Nisbet

Date: 2/17/2021

Name: Robert Nisbet

Title: City Manager