

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES
OF GARDEN GROVE, FOUNTAIN VALLEY, AND
WESTMINSTER TO COOPERATE ON THE DEVELOPMENT OF
A NAVIGATION CENTER FOR THE CENTRAL ORANGE
COUNTY SERVICE PLANNING AREA**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of June __, 2022 (“Effective Date”), and entered into by and among the Cities of Garden Grove, Fountain Valley, and Westminster, each of which is a municipal corporation organized and existing under California law (cumulatively the “City Parties” or “Parties,” and at times individually a “City Party”), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange (“Orange”) has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the increased rates of persons with untreated addictive disorders involving substance abuse and mental health conditions, the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities (“Public Property”) in violation of local anti-camping, anti-loitering, and/or park closure ordinances and regulations;

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care (“CoC”) to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic “Service Planning Areas” (or “SPAs”), with the “Central Service Planning Area” (“Central SPA”) including the cities of Westminster, Garden Grove, and Fountain Valley;

WHEREAS, The City Parties desire to cooperate to establish a new Navigation Center and to memorialize this non-binding statement of intent by each of the City Parties to cooperate and act in good faith to enter into a comprehensive final MOU between the City Parties which will define the respective rights and responsibilities of each City with respect to the acquisition of a site, financing, operations, and the provision of Services at the Navigation Center.

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to work together, in furtherance of the CoC, towards developing and increasing the Central SPA’s inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

In furtherance of the health, safety, and well-being of all their residents and to return and preserve Public Property for its intended purpose, the City Parties, located within the Central SPA, desire to work together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

This Agreement is a non-binding statement of intent by each of the City Parties to cooperate and act in good faith and to expeditiously enter into a final MOU between the City Parties which will define the rights and responsibilities of the Parties with respect to the acquisition of a site, financing, operations, and the provision of Services, as defined below, at the Navigation Center.

It is the intention of the City Parties to pursue the award of available grant funds under county, state, and federal programs towards the acquisition, construction, and operation of the new Navigation Center to be located within the boundaries of the City Parties, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. “Center Operator” shall mean and refer to the third-party contracted by a Host City to provide comprehensive and “turnkey” day-to-day management and operation of a Navigation Center.

2.2. “Guests” shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

2.3. “Guest Capacity” shall mean and refer to the number of beds provided in a Navigation Center.

2.4. “Host City” shall mean and refer to the City of Garden Grove.

2.5. “Navigation Center” shall mean and refer to those public facilities to be acquired, constructed, and operated in the Host City under this Agreement.

2.6. “Operating Plan” shall mean and refer to plan approved by a Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at a Navigation Center.

2.7. “Party Representative” shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.8. “Party Share” shall mean and refer to that portion of the City Program Costs allocated to each City Party.

2.9. “Program” shall mean and refer to the Parties’ cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the Navigation Centers, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Centers.

2.10. “Program Area” shall mean and refer to the area within the city limits of the City Parties.

2.11. “Program Costs” shall mean and refer to the costs incurred by the Parties in the acquisition of Navigation Center sites and the completion of modifications or capital improvements thereto, and annually to operate the Navigation Centers during the Term.

2.12. “Program Funds” shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to any grant funds received by the Parties and contributed towards the Program.

2.13. “Program Property” shall mean and refer to all real and personal property purchased or acquired with Program Funds.

2.14. “Services” shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at Navigation Centers, as described in an Operating Plan.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first

paragraph above, and shall remain in full force and effect until terminated by the execution of a successor MOU or 12 months from the Effective Date, whichever occurs sooner. The Term may be extended upon the mutual written agreement of the Parties, or earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

a) **Notice and Effective Date.** Notwithstanding Section 3.1, any City Party may terminate its participation in this Agreement by providing 30 day's written notice to all other Parties.

b) **Continuing Enforceability.** Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein.

4. NAVIGATION CENTERS

4.1 City Navigation Centers. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at a Navigation Center located in the Program Area, and to acquire, construct, develop, and operate the new Navigation Center. To accomplish this task, the Parties agree to negotiate in good faith and cooperation to finalize and execute a C-SPA Navigation Center MOU which will address, at a minimum, the following topics:

- a) **Funding and Financial Provisions.** Funding for the Navigation Center property acquisition, necessary improvements, operational equipment, fixtures and furnishings, and ongoing operations.
- b) **Construction and Maintenance**
- c) **Use and Operations**
- d) **Security**
- e) **Community Coordination and Communication**
- f) **Disputes, Defaults and Remedies**
- g) **Indemnity and Insurance**
- h) **Standard Provisions for a Multi-Agency Agreement**

5. CONSTRUCTION AND MAINTENANCE OF THE NAVIGATION CENTER

5.1. Ownership. The Navigation Center shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the Navigation Center and Program Property shall be utilized by the Host City exclusively for purposes consistent with this Agreement.

5.2. Design. The Host City shall have final authority over the design and construction of

the Navigation Center located in its jurisdiction, in accordance with the Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a Navigation Center, the City Managers or their delegated City Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the Navigation Center, and the Host City will, in good faith, consider the input of the Party Representatives in finalizing the same.

5.3. Host City as "Lead Agency." The Host City for the Navigation Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of a Navigation Center, and the operation, cleaning, maintenance, or repair of a Navigation Center.

5.4. Security. The Host City will ensure that adequate security measures and policies are incorporated into the Navigation Centers' construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives.

6. USE AND OPERATION OF NAVIGATION CENTERS

6.1. Exclusive Purpose of Navigation Centers. A Navigation Center subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.

6.2. Use and Access of Navigation Centers. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Centers. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Centers, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in Navigation Centers shall comply with the applicable Operating Plan.

6.3. Host City Priority. The Host City shall have priority to utilize the available Guest Capacity in their respective Navigation Center, and shall have the right of first refusal in the event of capacity overflow or shortages.

6.4. Annual Review of Party Usage. The Guest Capacity utilized by each City Party shall be reviewed not less than once per year in conjunction with an Annual Meeting and in light of an Annual Report and Annual Audit, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement.

6.5. Low-Barrier Access. The Navigation Centers shall be considered “low barrier” facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party. Except as required to comply with applicable law or court order, the Navigation Centers shall not be “no-barrier” facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by the other Navigation Centers, and screening for felony warrants or registration as a sex offender as may be included in the Operating Plan.

6.6. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operators will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Centers and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

7. MISCELLANEOUS

7.1. Notice. Any notices provided to any Party in connection with this Agreement shall be directed to the City Manager of the City Parties.

7.2. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

7.3. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

7.4. Amendments / Entire Agreement. Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

7.5. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.6. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so.

7.7. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

7.8. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

7.9. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

7.10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

<p>CITY OF FOUNTAIN VALLEY</p> <p>By: _____ City Manager</p> <p><u>Attest:</u></p> <p>_____</p> <p><u>City Clerk</u></p> <p><u>Approved as to form:</u></p> <p>_____</p> <p><u>City Attorney</u></p>	<p>CITY OF GARDEN GROVE</p> <p>By: _____ City Manager</p> <p><u>Attest:</u></p> <p>_____</p> <p><u>City Clerk</u></p> <p><u>Approved as to form:</u></p> <p>_____</p> <p><u>City Attorney</u></p>
<p>CITY OF WESTMINSTER</p> <p>By: _____ City Manager</p> <p><u>Attest:</u></p> <p>_____</p> <p><u>City Clerk</u></p> <p><u>Approved as to form:</u></p> <p>_____</p> <p><u>City Attorney</u></p>	