

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GARDEN GROVE
AND
THE ORANGE COUNTY HEALTH AUTHORITY (CALOPTIMA)
PERTAINING TO
THE ESTABLISHMENT OF A STREET MEDICINE SUPPORT CENTER
AT 7900 GARDEN GROVE BLVD.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into to be effective on June 27, 2023 ("Effective Date") by and between the City of Garden Grove, a municipal corporation ("CITY"), and the Orange County Health Authority, a public agency doing business as CALOPTIMA ("CALOPTIMA").

RECITALS

- A. CALOPTIMA created and deployed its first Street Medicine Program in the City of Garden Grove in April 2023. The Street Medicine Program offers health and social services designed to address the unique needs and circumstances of unsheltered individuals. The program's approach directly engage individuals experiencing homelessness where they are and on their own terms to reduce barriers to care and access to services. The goal of the fully operational Street Medicine Program is to develop a Street Medicine Support Center consisting of a temporary supportive housing facility providing full wraparound services to individuals enrolled in the Street Medicine Program.
- B. CALOPTIMA is in escrow to acquire the Hospitality Inn motel located at 7900 Garden Grove Blvd., with plans to establish its first Street Medicine Support Center in the County to supplement its Street Medicine Program established in the City of Garden Grove.
- C. The CITY wishes to partner with, and assist CALOPTIMA in the establishment of the Street Medicine Support Center at 7900 Garden Grove Blvd. by waiving certain land use entitlement processing and/or building permit fees to facilitate the project.

NOW, THEREFORE, in consideration of the foregoing Recitals and the promises, covenants and conditions set forth herein, CITY and GGTPC agree as follows:

1. TERM AND TERMINATION

The Term of this MOU shall commence on the Effective Date and continue until the MOU is terminated as provided for below. Either party may terminate this MOU upon ninety (90) days written notice to the other party. If not earlier terminated, this MOU shall automatically terminate upon issuance of the certificate of occupancy for the Street Medicine Support Center at 7900 Garden Grove Blvd.

2. WAIVER OF FEES

The CITY agrees to waive land use entitlement processing and/or building permit fees in the amount not to exceed one thousand dollars (\$1000.00) as contribution and financial support for the establishment of the Street Medicine Support Center at 7900 Garden Grove Blvd.

3. INDEMNIFICATION

Each party to this MOU hereby assumes any and all risks for personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Each party agrees to indemnify and hold each of the other party harmless from any obligations, costs, claims, judgments, attorney fees, and/or attachments in any way connected with the party's own acts or omissions and that of their respective officers and employees.

4. NO THIRD-PARTY BENEFICIARY

Nothing contained in this MOU is intended to confer, nor shall this MOU be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

5. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first set forth above.

"CITY"

CITY OF GARDEN GROVE, a municipal corporation

By _____
Lisa L. Kim, City Manager

ATTEST:

Teresa Pomeroy, City Clerk

APPROVED AS TO FORM:

City Attorney

"CALOPTIMA"

ORANGE COUNTY HEALTH AUTHORITY, a public agency d.b.a. CALOPTIMA

By _____
Its: CEO

ATTEST:

Secretary

APPROVED AS TO FORM:

General Counsel