

Attachment A

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT
BEACH AND THE CITY OF HUNTINGTON BEACH REGARDING THE
HUNTINGTON BEACH NAVIGATION CENTER**

This Memorandum of Understanding (“MOU”) is made on _____, 2026, by and between the City of Newport Beach (“Newport”) and the City of Huntington Beach (“Huntington”) regarding the Huntington Beach Navigation Center (“Center”). Newport and Huntington may individually be referred to herein as “Party” and collectively be referred to herein as “Parties.”

WHEREAS, the Center is located at 17642 Beach Blvd., Huntington Beach, CA 92647, and includes a 180-day program designed to support individuals in transitioning to permanent housing. Active participation in housing navigation services is an expectation of the program; and

WHEREAS, Newport desires to partner with Huntington regarding services at the Center; specifically, Newport seeks to secure exclusive access to ten (10) beds at the Center to facilitate street exits and locate housing for individuals experiencing homelessness; and

WHEREAS, Newport prefers securing seven (7) male beds and three (3) female beds, including wrap-around social services, housing navigation, street outreach, referrals to supportive programs and related administrative services. When available and if needed, Newport desires access to additional beds at a daily per diem rate set forth in Exhibit “A,” Schedule of Billing Rates, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, Newport and Huntington agree as follows:

1. Term.

The term of this MOU shall commence on July 1, 2026 (“Effective Date”), and shall terminate on June 30, 2027 (Initial Term), unless terminated earlier as set forth herein. The term may be extended for two (2) additional one (1) year periods upon mutual agreement of the parties. Either party may terminate this MOU by providing the other party with ninety (90) days advanced written notice.

2. Compensation.

Newport shall pay the flat monthly rate as set forth in Exhibit “A,” for administration of homeless outreach and Navigation Center services. Occasionally, the Parties may incur additional unforeseen expenses that Newport will be required to share with Huntington provided that the cost does not increase the monthly invoice by more than five percent (5%). These items will be detailed in the monthly invoice with appropriate back-up, when applicable. A three percent (3%) annual index will be applied to the Schedule of Billing Rates annually during the term of this MOU, inclusive of any agreed upon extensions.

3. Additional Services.

Should Newport require/request additional services, Huntington and Newport will work together to amend this MOU and the scope of services to incorporate the additional services.

4. Payment.

Huntington shall submit monthly invoices to Newport at the beginning of the month following services invoiced. For example, the invoice for services performed in March of each year shall be submitted by Huntington on or about the beginning of April. Newport shall pay Huntington no later than thirty (30) calendar days after receipt of each monthly invoice.

5. Operational Control.

The Center retains authority over homeless outreach services and Center programs, policies, and procedures. Newport agrees to work within the framework of existing and forthcoming applicable policies and procedures.

6. Responsibilities of Newport.

A. MOU Administration: Newport's Homeless Services Manager shall coordinate all phases of services provided in this MOU.

B. Background Checks: The Newport Beach Police Department Homeless Liaison Officer will conduct background checks and the Newport Homeless Services Manager will confirm ties to Newport Beach prior to referrals to the Center. No person listed on the sex offender registry, commonly referred to as Megan's Law, with an open felony warrant, or with a conviction of arson will be allowed to access the Center property.

C. Transportation: Newport shall be responsible for coordinating and providing transportation for clients at the time of intake unless otherwise agreed upon with the Center. Additionally, Newport shall remain responsible for coordinating transportation or providing bus passes upon client exit.

D. Intake Scheduling: Newport shall coordinate intake appointments with the Center staff during standard intake hours. Intakes may be coordinated outside standard hours with prior approval from program management or the Center's Homeless Outreach Case Manager on a case-by-case basis.

E. Case Conferencing: Newport's Homeless Services Manager will participate in case conferencing with housing navigators to ensure clients are progressing through the program, support service planning, and assist with exit recommendations.

F. No Subletting Beds: Newport shall not sublet any of the beds set aside in this MOU.

7. Responsibilities of Huntington.

The Scope of Services for Newport clients at the Center includes:

A. Call Center: The Center will provide live call management 24/7. Newport staff will coordinate intake days and times with Center staff between 8:00 AM and 4:00 PM, Monday through Friday. In exigent circumstances or when necessary, Center staff will complete a soft intake outside of regular hours of Newport referrals on a case-by-case basis.

B. Intake and Assessment: Upon arrival, clients will meet with staff to learn about the Center expectations and regulations, complete paperwork, and receive a bed assignment. Clients will be entered into the County-wide Homeless Management Information System (“HMIS”) database.

C. Beds: Beds reserved pursuant to this MOU shall be filled through direct referral from authorized Newport staff or the homeless outreach case manager.

D. Housing Navigation and Case Management: Clients will be assigned a housing navigator upon intake and will meet bi-weekly to set and achieve goals. The housing navigator will assess the client’s background, housing needs, income sources, and benefits eligibility. Housing outcomes may include permanent independent living, supportive housing placements, family reunification, assisted living placements, skilled nursing facility placements, conservatorship, or other appropriate placements. Additional information on services provided to clients are set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference.

E. Reporting: The Center shall provide monthly reporting on bed utilization and outcomes for Newport clients, including bed nights filled, bed nights unused, utilization rate, per diem usage, unique versus repeat clients, housing outcomes, exits, and self-exits.

F. MOU Administration: This MOU will be administered on behalf of Huntington by the City Manager’s Office. Huntington’s Homeless Services Manager or designee shall be the Project Administrator under this MOU.

8. Administrative Services.

The monthly fee paid by Newport is inclusive of Huntington providing homeless outreach and case management services including HMIS referrals, vital document support, resource linkage, and relocation/reunification services. Newport will be responsible for the cost of relocating its clients from the Center to housing or to reunify its clients with family.

Huntington’s Homeless Outreach Case Manager will provide the following services:

A. Coordination: Coordinate with Newport Beach Police Department Homeless Liaison Officer and the Newport Homeless Services Manager.

B. Referrals: Make shelter referrals subject to Newport’s Homeless Services Manager approval.

C. Case Management: Provide case management for up to ten (10) unsheltered clients.

D. Monthly Meetings: Participate in monthly case conferences with Huntington and Newport staff.

9. Indemnification, Defense, and Hold Harmless.

Each Party shall hold harmless, indemnify, and defend the other Party, and its officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging to the extent caused by a Party's failure to fulfill any obligation of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this MOU, and/or which result from the negligent or wrongful act of the Party, or its officers, employees, or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Party shall expressly not apply to claims, losses, liabilities, or damages arising solely from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party. In the event of concurrent negligence of the Parties, their respective officers, or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this MOU shall be apportioned in any dispute or litigation according to the California theory of comparative negligence. Huntington, in contracting following the effective date of this MOU with third parties for any design, development, construction, equipping, maintenance and repair of the Property, and operation of any aspect of the Project, shall require full indemnification and hold harmless clauses naming all Parties as provided for herein below. Newport, in contracting following the effective date of this MOU with any third parties relating to operation of any aspects of the Project, including, but not limited to, street outreach and transportation of Newport referrals to and from the Center, shall require full indemnification and hold harmless clauses naming all Parties as provided for hereinbelow.

10. Standard Provisions.

A. Waiver: A waiver by any Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

B. Conflicts or Inconsistencies: In the event there are any conflicts or inconsistencies between this MOU, or any other attachments attached hereto, the terms of this MOU shall govern.

C. Interpretation: The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of the MOU or any other rule of construction which might otherwise apply.

D. Amendments: This MOU may be modified or amended only by a written document executed by the Parties and approved as to form by their respective City Attorney.

E. Severability: If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

F. Controlling Law and Venue: The laws of the State of California shall govern this MOU and all matters relating to it and any action brought relating to this MOU shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

G. No Attorneys' Fees: In the event of any dispute or legal action arising under this MOU, the prevailing party shall not be entitled to attorneys' fees.

H. Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU by and through their authorized officers on _____, 2026.

NEWPORT:
City of Newport Beach,
A California municipal corporation

HUNTINGTON:
City of Huntington Beach,
A California municipal corporation

Lauren Kleiman, Mayor

Casey McKeon, Mayor

Lena Shumway, City Clerk

Lisa Lane Barnes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Aaron C. Harp, City Attorney



Michael Vigliotta, City Attorney

**INITIATED, REVIEWED, AND
APPROVED:**

Travis Hopkins, City Manager

Attachment(s): Exhibit A – Schedule of Billing
Exhibit B – Client Services

Exhibit A
Schedule of Billing Rates

Description of Service	Monthly	Annual
Ten (10) Reserved Shelter Beds	\$40,000	\$480,000
Administrative Services <i>homeless outreach and case management, documentation, reporting</i>	\$2,600	\$31,200
Operating Costs	\$1,500	\$18,000
TOTAL	\$44,100	\$529,200

Description of Service	Rate
Additional Per Diem Bed <i>as needed</i>	\$132 per night
Vehicle Preparation Fee <i>one-time fee to be billed on the first monthly invoice</i>	\$9,000

Exhibit B
Huntington Beach Navigation Center
Services Provided to Clients

- A. Housing Navigation and Case Management: Clients will be assigned a housing navigator upon intake and will meet bi-weekly to set and achieve goals. The housing navigator will assess the client's background, housing needs, income sources, and benefits eligibility. Housing outcomes may include permanent independent living, supportive housing placements, family reunification, assisted living placements, skilled nursing facility placements, conservatorship, or other appropriate placements.

The Center is a 180-day program designed to support individuals in transitioning to permanent housing. Active participation in housing navigation services is an expectation of the program. After the initial 180-day period, participants may request 30-day extensions through the service provider. Extensions for Newport Beach clients will be considered, in consultation with Newport's Homeless Services Manager, based on the client's engagement in services, progress toward housing goals, and overall participation in the program.

- B. Employment/Job Placement Referrals: Housing navigators will provide information regarding job fairs, hiring events, and other employment-related opportunities. Housing navigators may request job search logs to support progress toward employment.
- C. Transportation Services: Clients shall have access to the daily shuttle and designated drop-off and pick-up points. Clients with their own vehicles may park on-site with a valid driver's license and registration when space is available. Parking space will be assigned at intake. A guest who is not entering with a vehicle may not acquire one while enrolled as parking is limited and reserved for new referrals. As part of the Good Neighbor policy, guests may not walk on and off property. Clients in good standing may participate in the bicycle program with one on and off bicycle privilege per day. Transportation to appointments may be coordinated by Center staff. Reasonable accommodation for work-related purposes may be requested with proper documentation provided.
- D. Healthcare Resources: Center staff and operator will provide access to appropriate healthcare resources. Clients will have access to community healthcare provider information.
- E. Resources and Referrals: Center staff will provide referrals for crisis services, mental health services, and substance use disorder treatment in a timely and appropriate manner.
- F. Security: The Center will maintain 24/7 security and adhere to the Good Neighbor policy around the property. Upon entry, clients will be checked for any contraband, and all bags/items will be searched. Concealing prohibited items may result in an action plan or behavior contract. Clients will be expected to sign in and out when leaving and returning.

- G. Meals: Clients will receive three meals per day.
- H. Laundry: Clients will be assigned a laundry day and bag. Staff will launder items and return them the same day.
- I. Animal Management: Clients may bring 1 cat or dog, space permitting. Pets must have current vaccinations, be leashed, and remain with the client. Veterinary resources may be available on-site.
- J. Storage: Clients will be assigned a locked outdoor storage bin and 2 dormitory storage bins. All items must fit within the storage bins provided. If items do not fit in the bins, clients will be encouraged and expected to downsize.
- K. Monthly Calendar: The Center will provide a monthly calendar of activities, service provider visits, and housing navigation meetings, including life skills and enrichment activities.