



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13739

Upon motion of Supervisor Alejo, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of the Department of Social Services to sign an MOU with the City of Salinas on homeless shelter strategies; and
- b. Proposed CEQA action: statutory exemption per CEQA guidelines section 15269(c).

PASSED AND ADOPTED this 26th day of September 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

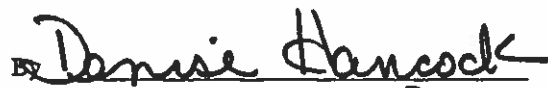
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting September 26, 2017.

Dated: September 27, 2017
File ID: A 17-394

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California


Deputy

MEMORANDUM OF UNDERSTANDING

Between

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

and

CITY OF SALINAS

for

Shelter Services

Fall 2017

AGREEMENT

I. DECLARATION

This Memorandum of Understanding (hereinafter referred to as "Agreement") is entered into by and between **MONTEREY COUNTY**, through the **DEPARTMENT OF SOCIAL SERVICES** (hereinafter referred to as "COUNTY"), and **CITY OF SALINAS**, (hereinafter referred to as "CITY"), for the purpose of a financial contribution to the 2017-2018 Salinas Winter Warming Shelter.

II. PRINCIPLES OF AGREEMENT

A. Winter Warming Shelter

The Salinas Winter Warming Shelter (hereinafter sometimes referred to as, "shelter" or "Warming Shelter") is being opened at **111 W. Alisal Street, Salinas, California** on a first-come first serve basis to persons seeking shelter from the cold. It will be available to homeless families, single men and single women. Entry into the shelter will begin at 6:00 p.m. Any queue for entry will remain behind the privacy fence when installed. Participants will be required to leave the Warming Shelter each day before 8:00 a.m. Residents participating in case management, housing navigation, and mental health services can be permitted to use facility between 8:00 am – 6:00 p.m. The shelter will house up to 70 people, seven (7) nights a week. The shelter will become operational on November 1, 2017 or when the facility at 111 W. Alisal Street, Salinas, California is available for shelter operations, whichever is later. The shelter will discontinue operations on May 31, 2018.

COUNTY and CITY agree to share in the cost of operations for the Warming Shelter in which the City's contribution shall not exceed \$240,000. COUNTY is contracting with **Community Homeless Solutions** to operate the Warming Shelter; including coordinating services, staffing the shelter, providing meals, providing security and providing janitorial services. Prior to execution of the contract for shelter operations, the COUNTY and CITY will reach concurrence on the scope of services.

Additionally, the COUNTY and CITY agree to partner on resolving and expediting any permitting issues prior to opening.

B. Permanent Year-Round Shelter

The COUNTY and CITY agree to work collaboratively to ensure the development and implementation of a year-round shelter to be located at the permanent location at 1220 Natividad Road, Salinas, California.

The COUNTY and CITY agree to partner to proceed with an environmental review of the 1220 Natividad Road Salinas, CA site, with the details of the CITY participation to be further determined.

The COUNTY and CITY agree to work together to identify a developer for site development of the permanent shelter at 1220 Natividad Road Salinas, California.

The COUNTY and CITY agree to work collaboratively with the Lead Me Home Leadership Council for the permanent shelter model and operations at 1220 Natividad Road Salinas, California.

C. Interim Shelter Efforts

After closure of the temporary winter warming shelter located at 111 W. Alisal St in Salinas, COUNTY and CITY agree to work collaboratively to identify and implement interim solutions to address the shelter needs of unhoused residents after May 31, 2018 until such time as the permanent shelter location at 1220 Natividad Road in Salinas, California is operational.

D. All terms and conditions of the Framework Agreement between the County and City as shown in the attached Exhibit A shall be incorporated and completed as part of this Agreement.

III. TERM

This agreement shall commence effective beginning from the period when the facility is vacated by the Public Defender and concluding when modified or terminated by either party. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. This agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of all parties.

IV. PAYMENT PROVISIONS

A. Winter Warming Shelter

The COUNTY agrees to process and pay invoices for the Salinas Winter Warming Shelter and will invoice the CITY for half of the total costs incurred for the Salinas Winter Warming Shelter, not to exceed \$240,000. The CITY shall reimburse the COUNTY within 30 days from the date of the invoice. All reimbursements shall be disbursed once the United States Department of Housing and Urban Development (HUD) disbursement requirements have been met. The County or services provider(s) shall enter all data into the Homeless Management Information System (HMIS) system per Emergency Solutions Grant (ESG) regulations.

B. Permanent Year-Round Shelter

Financing and cost sharing arrangements for the Permanent Year-Round shelter at 1220 Natividad Road, Salinas, California will be determined prior to the shelter becoming operational. The COUNTY and CITY agree to engage the Lead Me Home Leadership Council in discussion for multi-jurisdictional and philanthropic funding of shelter services.

C. Interim Shelter Efforts

Financing and cost sharing arrangements for interim shelter efforts will be determined prior to May 31, 2018.

V. GENERAL PROVISIONS

A. MUTUAL COMPARATIVE INDEMNITY:

County of Monterey (hereinafter "County") shall indemnify, defend, and hold harmless the City of Salinas (hereinafter "City"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the City. The County shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the under this Agreement.

City of Salinas (hereinafter "City") shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by City and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. The City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless the under this Agreement.

B. MUTUAL INSURANCE CONVERAGE REQUIREMENTS:

It is understood that the City of Salinas and the County of Monterey are both self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this Agreement self-insurance and/or insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: COUNTY and CITY and their respective officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W&I) Code Section 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Section 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by COUNTY and CITY from access to any such records, and from contact with its clients and complainants, shall be used by COUNTY and CITY only in connection with its/their conduct of the program under this agreement. CITY, through the City Manager, City of Salinas, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: COUNTY shall prepare and maintain all reports and records that may be required by federal, state or CITY rules and regulations, and shall furnish such reports and records to CITY, and to the state and federal governments, upon request. CITY shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish

such reports and records to COUNTY, and to the state and federal governments, upon request.

Retention of Records: COUNTY and CITY shall maintain and preserve all records related to this AGREEMENT (and shall assure the maintenance of such records in the possession of any third party performing work related to this AGREEMENT) for a period of at least three (3) years from the date of final payment under this AGREEMENT. In the event of any pending litigation, claim, negotiation, audit exception, or other action involving this AGREEMENT, COUNTY and CITY records shall be retained beyond the three-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this AGREEMENT is resolved.

VI. NOTICE

Notice to the parties in connection with this AGREEMENT shall be given personally, or by regular mail, addressed as follows:

Elliott Robinson, Director
Department of Social Services
1000 South Main Street, Suite 301
Salinas, California 93901

Ray Corpuz, City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to
City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(remainder of this page intentionally left blank)

VII. WARRANTY OF AUTHORITY

Any individual executing this AGREEMENT represents and personally warrants that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

COUNTY OF MONTEREY

BY [Signature]
Director, Department of Social Services

Date: 11/1/17

APPROVED AS TO FORM:
Office of the County Counsel
Charles J. McKee, County Counsel

[Signature]
Anne Brereton
Deputy County Counsel
Date: 10-20-17

APPROVED AS TO FISCAL TERMS:

[Signature]
Auditor-Controller's Office

CITY OF SALINAS

BY [Signature]
City Manager

Date: October 2, 2017

APPROVED AS TO FORM:
Office of the City Attorney, City of Salinas
Christopher A. Callihan, City Attorney

[Signature]
Date: October 2, 2017

Date: 11-1-17

EXHIBIT A

FRAMEWORK FOR AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND THE CITY OF SALINAS ON EMERGENCY SHELTER SERVICES

1. The site for the 2017-2018 Winter Warming Shelter will be at 111 W. Alisal (the portables currently utilized by the Public Defender's Office) from the period of availability, no sooner than November 1, 2017, through May 31, 2018.
2. The County of Monterey and City of Salinas agree to share half the costs of site preparation and shelter operations; with the City of Salinas' share being capped at \$240,000 and funded through the Emergency Solutions Grant (ESG).
3. The Monterey County Department of Social Services will negotiate and execute a contract with Community Homeless Solutions for shelter operations in partnership with the City of Salinas.
4. The County of Monterey and City of Salinas agree to partner in the development of a permanent year-round shelter at 1220 Natividad Road.
5. The County of Monterey and City of Salinas agree to partner to proceed with an environmental review of the 1220 Natividad Road site, with the details of the participation with the City of Salinas to be worked out.
6. The County of Monterey and City of Salinas agree to work together to identify a non-profit partner for site development of the permanent shelter at 1220 Natividad Road.
7. The County of Monterey and City of Salinas agree to partner with the Lead Me Home Leadership Council for the permanent shelter model and operations at 1220 Natividad Road.
8. The County of Monterey and City of Salinas agree to partner to identify and implement interim solutions to address the shelter needs of unhoused residents after May 31, 2018 until such time as the permanent shelter at 1220 Natividad Road is operational.
9. The County of Monterey and City of Salinas will partner on any permitting for use of 111 W. Alisal as the 2017-18 Winter Warming Shelter.