



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
www.co.monterey.ca.us

Board Order

Agreement No. A-14331

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding ("MOU") with the City of Salinas ("City") for reimbursement to the City for the purpose of updating the current Lead Me Home Plan addressing housing and homelessness in Monterey and San Benito Counties which is a requirement for the County of Monterey to access funding under the State of California's No Place Like Home (NPLH) program, for a total amount not to exceed \$25,000 for the term retroactive to April 1, 2019 through August 30, 2019; and b. Approve non-standard insurance and indemnification provisions, as recommended by Director of Health.

PASSED AND ADOPTED on this 11th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Parker and Adams

NOES: None

ABSENT: Supervisor Phillips

I, Valerie Ralph, 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 82 for the meeting June 11, 2019.

Dated: June 11, 2019
File ID: A 19-150
Agenda Item No.: 25

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A handwritten signature in black ink, appearing to read "VR", written over a horizontal line.

Valerie Ralph, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY,
On behalf of the DEPARTMENT OF HEALTH,
BEHAVIORAL HEALTH BUREAU

and

THE CITY OF SALINAS

for

“Lead Me Home” Plan Update

April 1, 2019 – August 30, 2019

AGREEMENT

I. DECLARATION

This agreement is entered into by and between the COUNTY OF **MONTEREY**, on behalf of the **DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH BUREAU**, (hereinafter referred to as **COUNTY**), and the **CITY OF SALINAS**, (hereinafter referred to as **CITY**) for the purpose of updating the current Lead Me Home Plan addressing housing and homelessness in Monterey and San Benito Counties so the COUNTY may access funding under the State of California's No Place Like Home (NPLH) program.

II. BACKGROUND

The purpose NPLH program is to provide financing for the development of permanent supportive housing for individuals living with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

One of the threshold requirements counties must meet to access funding under the NPLH program is to submit a plan not more than five (5) years old specifying goals, strategies and activities both in process or to be initiated to reduce homelessness and make it nonrecurring. Projects counties propose under NPLH must be connected to the goals and strategies counties identify in these plans.

To meet this threshold requirement and meet the August 15, 2019 deadline for the NPLH program, the Lead Me Home Plan for Monterey and San Benito Counties is required to be updated no later than May 10, 2019.

Under separate cover, the CITY has executed an amendment to its Professional Services Agreement with Institute for Urban Initiatives to plan, coordinate and produce the updated Lead Me Home Plan.

The maximum contribution from the COUNTY to the CITY for the Lead Me Home Plan update is \$25,000.

III. TERM

This agreement shall commence effective April 1, 2019 and remain in full force and effective through August 30, 2019, or unless sooner terminated as provided herein. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. This agreement may be renewed or renegotiated upon mutual written consent of all parties.

IV. PRINCIPLES OF AGREEMENT

A. COUNTY agrees to:

1. Allocate funds in the amount not to exceed \$25,000 for the Lead Me Home Plan update pursuant to an amendment to the Professional Services Agreement ("Agreement") between the CITY and Institute for Urban Initiatives; and,
2. Coordinate efforts with the CITY to assist in the Lead Me Home Plan update process.

B. CITY agrees to:

1. Generate an invoice for actual expenditures incurred from Institute for Urban Initiatives for the Lead Me Home Plan update, as set forth in the Agreement referenced above, in an amount not to exceed \$25,000 and submit for payment no later than June 30, 2019 to:
County of Monterey Department of Health
Behavioral Health Bureau
Attn: Finance Manager Email: MCHDBHFinance@co.monterey.ca.us
2. Monitor the Agreement with Institute for Urban Initiatives to assure completion of the Lead Me Home Plan update no later than May 10, 2019.

V. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

VI. MUTUAL INDEMNIFICATION

A. CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this MOU by CITY and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the Parties to this MOU to provide the broadest possible indemnification for COUNTY. CITY shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred by COUNTY with respect to any litigation in which CITY is obligated to indemnify, defend and hold harmless COUNTY under this MOU.

B. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by COUNTY and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage

caused by the negligence or willful misconduct of personnel employed by CITY. It is the intent of the Parties to this MOU to provide the broadest possible coverage for CITY. COUNTY shall reimburse CITY for all costs, attorneys' fees, expenses and liabilities incurred by CITY with respect to any litigation in which COUNTY is obligated to indemnify, defend and hold harmless CITY under this MOU.

VII. NOTICE

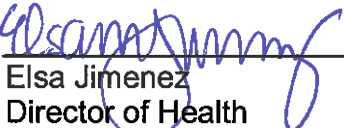
Notice to the parties in connection with this agreement shall be given personally, or by regular mail, addressed as follows:

Christopher Valenzuela, Senior Analyst
Community Development Department
City of Salinas
65 West Alisal Street, 2nd Floor
Salinas, CA 93901

Amie Miller, Behavioral Health Director
Behavioral Health Bureau
Monterey County Department of Health
1270 Natividad Road
Salinas, CA 93906

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written below.

COUNTY OF MONTEREY

BY 
Elsa Jimenez
Director of Health

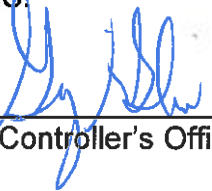
DATE 06/14/19

APPROVED AS TO LEGAL FORM:

BY 
Deputy Counsel
County

DATE 5/8/19

APPROVED AS TO FISCAL PROVISIONS:

BY 
Auditor-Controller's Office


DATE 5-9-19

CITY OF SALINAS

BY 
Ray E. Corpuz, Jr.
City Manager

DATE 4-18-2019

APPROVED AS TO LEGAL FORM:

BY 
Christopher A. Callihan
City Attorney

DATE 4/17/19