

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 _____

APPROVED AS TO LEGAL FORM:

BY Hay Orellana
Deputy Counsel

DATE 5/8/19
county

APPROVED AS TO FISCAL PROVISIONS:

BY [Signature]
Auditor-Controller's Office

DATE 5.9.19

CITY OF SALINAS

BY [Signature]
Ray E. Corpuz, Jr.
City Manager

DATE 4-18-2019

APPROVED AS TO LEGAL FORM:

BY [Signature]
Christopher A. Callihan
City Attorney

DATE 5/17/19