

**MONTEREY, SANTA CRUZ AND SAN BENITO COUNTY MULTI-  
JURISDICTIONAL HOUSING PARTNERSHIP**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is executed, effective as described in Section 7.3 (the 'Effective Date), by and between the County of Monterey and the other signatories to this MOU. The purpose of this MOU is to establish a multi-jurisdictional partnership with the shared intention of members to educate staff and elected officials about affordable housing, to share staffing resources, to seek strategies to implement affordable housing policies, and to help address affordable housing needs in Monterey, Santa Cruz and San Benito Counties.

**RECITALS**

**WHEREAS**, the Monterey County Board of Supervisors, several communities within the County of Monterey, the neighboring counties of Santa Cruz and San Benito, and their respective cities support the formation of an multi-jurisdictional partnership to consider housing needs within the tri-county region as a whole and within their respective urban growth areas; and

**WHEREAS**, the elected officials of these respective jurisdictions believe it would be beneficial to join together, on a voluntary basis, to address the issue of affordability and housing supply, as cities and counties are not responsible for creating housing, but can work cooperatively to help the private, non-profit and public sectors that have traditionally been responsible for production of housing throughout the tri-county region; and

**WHEREAS**, the signatories to this Memorandum of Understanding plan for local housing in their jurisdictions within the tri-county region, and they find it in their mutual interest to address affordable housing issues on a countywide and regional basis, and to cooperatively work together where possible to increase the supply of affordable housing, without committing financial resources at this time, but with an expectation of some staff or in-kind resources being provided; and

**WHEREAS**, in order to further these goals and this expressed intent, other non-profit housing groups/entities may become a part of the multi-jurisdictional partnership established by this MOU to assist with the affordable housing development; and

**WHEREAS**, the communities and entities that have expressed an initial interest in developing this new concept of cooperation in addressing affordable housing issues are:

- City of Gonzales;
- City of Soledad;
- City of Greenfield;
- City of King;
- City of Salinas;
- City of Marina;

- City of Seaside;
- City of Monterey;
- City of Watsonville;
- County of Monterey;
- County of San Benito; and
- County of Santa Cruz

**WHEREAS**, these jurisdictions have an interest in working together through a multi-jurisdictional partnership to increase the amount of affordable housing units, and

**WHEREAS**, the signatories to this MOU desire to meet and develop an Inter-local Agreement (ILA) for future consideration.

**NOW, THEREFORE**, the undersigned agree to the following:

## **TERMS**

**Section 1.** Purpose. The purpose of this Memorandum of Understanding is to acknowledge the commitment on the part of each of the respective parties to cooperate during the Fiscal Year of 2015/2016 and 2016/2017, and possibly a subsequent period, to:

1.1. Identify and create a governance structure for long-term, cooperative efforts related to enhancing the availability of affordable housing.

1.2. Develop a work plan and yearly program that considers short-term, mid-term, and long-term needs related to affordable housing, including working with AMBAG to identify land use opportunities and solutions for constructing needed regional affordable housing; mapping vacant parcels, including publicly owned lands for workforce, low income and farmworker housing types; and mapping where existing housing types are concentrated.

1.3. Develop and submit for consideration an Inter-local Agreement (ILA) for Fiscal Year 2015/2016 and 2016/2017 that funds staffing and administrative expenses to carry out this cooperative effort to enhance the availability of affordable housing. However, nothing in this MOU commits any jurisdiction or entity to enter into an ILA or to assume funding obligations at any time in the future. The parties understand that there are may be interim measures necessary to implement all or portions of affordable housing programs, which are not restricted by this MOU, and that no future obligations to sign an ILA are implied as part of this MOU.

**Section 2.** Membership under this MOU.

2.1. Initial Members. Those entities and others that sign this MOU by \_\_\_date\_\_\_, 2015 are the initial members of the multi-jurisdictional partnership created by this MOU.

2.2. New Members. The process for other entities to participate is open. An additional entity may join the multi-jurisdictional partnership upon signature of this MOU during the term of the MOU, Fiscal Year of 2015/2016 and 2016/2017, or subsequent periods agreed to.

**Section 3.** Facilitation. The Association of Monterey Bay Area Governments (AMBAG) will assist in facilitating the Multi-Jurisdiction Housing Partnership established by this MOU through meetings of the AMBAG Planning Directors Forum. The AMBAG Planning Directors Forum typically meets quarterly or more often as necessary. The AMBAG Planning Directors Forum is an advisory working group and membership includes all 21 local jurisdictions in the AMBAG Region, LAFCO, three RTPAs, Caltrans, MBUAPCD, and transit operators. All jurisdictions within Monterey, Santa Cruz, and San Benito Counties may participate in meetings without having signed the MOU.

**Section 4.** Future Agreement(s). The parties, by executing this Memorandum of Understanding, are committing to develop an Inter-local Agreement (ILA), for future consideration, to continue to cooperatively participate in a multi-jurisdictional affordable housing effort. The ILA will identify the respective rights, obligations and duties of any party that is a signatory to the ILA. No obligations to enter into an ILA are implied, as established in 1.3 of this MOU.

**Section 5.** Integration/Amendment(s). This MOU constitutes the entire agreement between the signatories and supersedes all prior negotiations and discussions regarding its content. This MOU may be amended at any time in writing, by mutual agreement of the parties.

**Section 6.** Withdrawal/Termination. Any party may withdraw from this MOU upon at least sixty [60] days advance notice, based upon their respective governing bodies' approval of withdrawal.

This MOU will be considered terminated, in full, if either one of the following two actions occur:

- a. All signatories to the MOU terminate their cooperation.
- b. An ILA is signed and thereby replaces this MOU on a permanent basis.

**Section 7.** Miscellaneous.

7.1. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof shall not affect the validity of the remaining provisions of this MOU.

7.2. Counterparts. This MOU may be signed in counterparts, and if so signed, shall be deemed to be one integrated MOU.

7.3. Effective Date. The effective date shall be the date following the signatures of the first five jurisdictions.

**WHEREFORE**, the parties hereto have executed this agreement on the dates set forth below.

**CITY OF GONZALES**

**CITY OF SOLEDAD**

\_\_\_\_\_  
Honorable Mayor Maria Orozco

\_\_\_\_\_  
Honorable Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GREENFIELD**

**CITY OF KING**

\_\_\_\_\_  
Honorable Mayor John Huerta

\_\_\_\_\_  
Honorable Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SALINAS**

**CITY OF MARINA**

\_\_\_\_\_  
Honorable Mayor Joseph Gunther

\_\_\_\_\_  
Honorable Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SEASIDE**

**CITY OF MONTEREY**

\_\_\_\_\_  
Honorable Mayor

\_\_\_\_\_  
Honorable Mayor Maria Orozco

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WATSONVILLE**

**COUNTY OF MONTEREY**

\_\_\_\_\_  
Honorable Mayor

\_\_\_\_\_  
Honorable Chairman Board of Supervisors, Simon Salinas

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SANTA CRUZ**

**COUNTY OF SAN BENITO**

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Honorable Chairman Board of  
Supervisors,

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Honorable Chairman Board of  
Supervisors,

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Association of Monterey Bay Area Governments (AMBAG) agrees to facilitate implementation of this MOU through meetings of the AMBAG Planning Directors Forum.

**ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS,**

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Maura F. Twomey,  
Executive Director

Date: \_\_\_\_\_