

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY

and

CITY OF SALINAS

for

**THE COORINATION OF RESPONSIBILITIES TO ADMINISTER
AND OPERATE THE SHARE CENTER**

Memorandum of Understanding

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the “Effective Date”), by and between the CITY of Salinas, a California Charter City and municipal corporation (CITY), the County of Monterey, a political subdivision of the State of California (COUNTY), collectively referred to as “PARTIES”, for the purpose of identifying roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906 owned by the COUNTY with reference to the following facts:

RECITALS

- A. **WHEREAS** on September 25, 2018, the PARTIES entered into an initial MOU for the coordination of responsibilities related to developing a shelter (and develop an affordable housing project for families adjacent to the SITE) and agreed to coordinate their staff to expedite site development and conduct the RFP process for the selection of, and negotiation of agreements with, a future developer and operator for the Shelter; and
- B. **WHEREAS** on May 29, 2019, the COUNTY was awarded \$6,018,100 in funding through the Homeless Emergency Aid Program (“HEAP”) by the Continuum of Care for Monterey and San Benito County for the construction of a year-round shelter at 845 East Laurel Drive; and
- C. **WHEREAS** on September 15, 2020, the County Board of Supervisors and Salinas City Council formally adopted the name of the Salinas Housing Advancement, Resources & Education Center (“SHARE Center”) for the new Shelter at 845 East Laurel Drive; and
- D. **WHEREAS** on June 22, 2021, the PARTIES extended the MOU to further coordinate their respective staff to effectively administer the operations of the SHARE Center (and develop affordable housing with a focus on families on the Property); and
- E. **WHEREAS** the 2024 Homeless Point-in-Time Count (PIT) mandated by the U.S. Department of Housing and Urban Development and conducted by the local Continuum of Care lead agency revealed that 2,436 people are experiencing homelessness on any given night, representing a 19% increase from 2022; and
- F. **WHEREAS** on November 12, 2024, the County Board of Supervisors adopted a resolution declaring an emergency shelter crisis, renewing their commitment to addressing homelessness in the Monterey County geographic region; and
- G. **WHEREAS** the PARTIES desire to update the terms of the MOU, dated June 22, 2021, to extend the collaboration of the administration and oversight of the operations of the SHARE Center and further define roles and responsibilities; and

H. **WHEREAS** this MOU supersedes all previously approved MOUs regarding the shared financial and administrative roles and responsibilities for the operation of the SHARE Center between the CITY and COUNTY; however, any terms relating to partnerships on affordable housing shall be addressed in a separate MOU.

NOW, THEREFORE, in consideration of the declaration, recitals, mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the PARTIES agree as follows:

ARTICLE 1.0 ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes the roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906.

a. Subject to funding availability, the COUNTY shall:

1. Maintain ownership of the property;
2. Serve as the fiscal lead, compile and review the proposed operations and services budget, and coordinate with the CITY to ensure the budget reflects jointly agreed-upon priorities and cost allocations;
3. Devote sufficient personnel to oversee the maintenance and repairs, including all capital improvements required to maintain a safe and healthy environment for staff and program participants;
4. Any future conveyance of the Property must be authorized by the COUNTY;

b. Subject to funding availability, CITY shall:

1. Devote sufficient personnel to lead and manage a competitive bidding process in accordance with CITY Procurement Policies and Procedures for a shelter operator, in collaboration with the COUNTY, every three (3) years, or in the event of termination of service by the current shelter operator, unless otherwise directed by the County Board of Supervisors and Salinas City Council;
 - i. CITY will receive bids and collaborate with COUNTY to determine adequacy and completeness of RFP process;
 - ii. CITY will document and maintain records associated with the RFP process;
 - iii. CITY will work collaboratively with COUNTY to respond to and RFP questions, comments or appeals.

c. Subject to funding availability, the PARTIES shall:

1. Prior to issuing any Request for Proposals (RFP) for the selection of a service

provider to operate the SHARE Center, City and County staff shall provide written notice to the Board of Supervisors and the Salinas City Council. Execution of any new operator agreement resulting from such solicitation shall be contingent upon the approval of the new operator by the Monterey County Board of Supervisors and the Salinas City Council.

2. Be responsible for 50% of the total operating costs of the SHARE Center which may be covered by federal, state, or local funding. "Operating costs" include, but are not limited to:
 - i. Operator contract(s)
 - ii. Rapid Re-Housing and Housing Navigation
 - iv. Maintenance and janitorial services
 - v. Utilities (electricity, gas, water, internet, etc.)
 - vi. Security
 - vii. Supplies and equipment
 - viii. Insurance
3. Partner with Operator on annual reports to the County Board of Supervisors and City Council. Such reports shall include, but is not limited to:
 - i. Number and demographics of persons served
 - ii. Number of persons housed to permanent housing outcomes
 - iii. Number of persons temporarily housed in other locations (other shelters, transitional housing, bridge, etc.)
 - iv. Bed capacity and occupancy rates by month
 - v. Number of individuals connected to non-cash benefits
 - vi. Number of individuals connected to cash income (employment, SSI/SSDI, etc.)
 - vii. Number of individuals connected to health insurance
 - viii. Average length of stay
 - ix. HMIS compliance
4. Devote sufficient personnel to identify, pursue, and manage state, federal, and local funding and subsequent contracts required to fund the SHARE Center's daily operations;
5. In the event that anticipated funding is not available or is reduced, the PARTIES agree to enter into good faith negotiations to revise the terms of this MOU;
6. Work collaboratively to develop a transparent and fair formal solicitation of proposals from qualified service providers to operate the SHARE Center, that shall include two (2) representatives from each entity, one member of the Continuum of Care lead agency, and at least one person with lived experience on the rating and ranking panel;
7. Collaborate on drafting contracts with aligned metrics for ongoing operations of the SHARE Center.
8. Align program outcome goals to the Continuum of Care's established performance benchmarks to achieve a comprehensive approach to addressing homelessness in Monterey County;
9. Partner on public communications, including press releases, media advisories, public statements, social media content, and informational materials related to the SHARE Center;

10. Share data necessary to support program operations, performance monitoring, compliance reporting, and evaluation of the SHARE Center. Shared data may include, but is not limited to:
 - i. Shelter utilization statistics
 - ii. Demographic and needs data (as allowable)
 - iii. Outcome and performance metrics
 - iv. Program budgets and expenditure reports
 - v. HMIS-generated reports (as permitted under applicable data-sharing agreements)
 - vi. Financial reporting and grants management
 - vii. Property and environmental records, reports, studies, and other information related to the facility;
11. Convene monthly meetings with the Operator, or as otherwise mutually agreed upon, to review SHARE Center operations, outcomes, and financial status. Standing agenda topics may include, but are not limited to:
 - i. Review of shelter utilization and performance metrics
 - ii. Review of financial reports and invoices
 - iii. Budget planning and cost reconciliation
 - iv. Updates on grant applications and funding opportunities
 - v. Operational challenges and resolution planning
 - vi. Community engagement and stakeholder feedback
 - vii. Contract compliance and reporting deadlines
12. If there is a disagreement between the PARTIES or their representative(s), the PARTIES shall proceed with resolution as outlined in **Exhibit B: DISPUTES AND CORRECTIVE ACTION** which is incorporated by this reference.

d. Capital Improvements, Maintenance, and Repairs

1. **Definition of Capital Improvements.** Capital Improvements shall mean any permanent additions, structural changes, or upgrades to the SHARE Center facility. Capital Improvements may include, but are not limited to, roof replacement, major HVAC system upgrades, plumbing or electrical overhauls, structural renovations, and significant alterations requiring permits or capital expenditure approval.
2. **Definition of Maintenance and Repairs.** Maintenance and Repairs shall mean routine, periodic, or minor work necessary to keep the facility, its systems, and equipment in good operating condition, including corrective actions to restore functionality without materially extending the facility's useful life. Maintenance and Repairs include janitorial services, landscaping, painting, fixture replacement, minor plumbing or electrical repairs, pest control, and general upkeep.
3. **Schedule of Capital Improvements, Maintenance, and Repairs.** No later than November of each year, the Parties agree to develop an agreed upon schedule of capital improvements, maintenance and repairs, identify costs, and establish a cost sharing strategy to meet the goals and objectives of the schedule.
4. **Coordination and Notification.** Each Party shall promptly notify the other of any condition requiring repair or maintenance to prevent deterioration of the facility or interruption of services. The PARTIES shall coordinate on scheduling such work

- to minimize disruption to program operations.
5. **Meet and Confer.** The PARTIES agree to meet and confer regarding cost share prior to incurring any expense related to Capital Improvements or major/extensive emergency Maintenance or Repair.

Section 1.2 Right of Entry

The CITY and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the CITY shall repair and restore any damage it may cause.

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance

The PARTIES, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the SHARE Center. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Five (5) Year Term of MOU

The term of this MOU (the “Term”) shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the “Five (5) Year Term of Use”, as set forth above. Upon expiration of the initial term, the Agreement may be renewed for two (2) additional terms of five (5) years, provided that the PARTIES delivers written notice of its intent to renew no less than one hundred twenty (120) days prior to the expiration of the initial term. Renewal shall be subject to mutual agreement of the PARTIES on any revised terms and conditions, which shall be documented in writing prior to the commencement of the renewal term.

Section 2.3 Termination

This MOU may be terminated by either Party upon one hundred twenty days (120) days advance written notice. Prior to any said termination, the PARTIES shall meet and confer in good faith. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4 Mutual Indemnification

The PARTIES shall indemnify, defend, and hold harmless the COUNTY and CITY, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the PARTIES and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by either PARTY. It is the intent of the PARTIES to this MOU to provide the broadest possible coverage for the COUNTY and CITY. Either PARTY shall reimburse the other for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the PARTY is obligated to indemnify, defend and hold harmless the COUNTY pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5 Insurance

During the Term of this MOU, the PARTIES shall each secure and maintain the insurance or self-insurance as described in **Exhibit A**.

ARTICLE 3. ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

- a. Records to be maintained. The PARTIES shall maintain all records and such records shall include but not be limited to:
 1. Records providing a full description of each activity undertaken.
 2. Records required to document the solicitation and selection of a developer and operator.
 3. Records required by funding agencies related to the implementation of the MOU.
- b. Retention. The PARTIES shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU with the COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the SHARE Center.

ARTICLE 4. PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

- a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.
- b. Hatch Act. The PARTIES agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.
- c. Conflict of Interest. The PARTIES each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5. ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The PARTIES agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

- a. Clean Air Act, 42 U.S.C. 7401 through 7414.
- b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.
- c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.
- d. Environmental Protection Agency Lead-Based Paint Regulations.
- e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6. OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the PARTIES.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the PARTIES shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the PARTIES may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County
Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Assistant City
Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may be amended by a written administrative amendment executed by the City Manager or County Administrative Officer or their respective designees, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

This MOU may not be modified, supplemented, or amended unless in writing by the PARTIES. Any modification, supplementation, amendment, or waiver must be signed by all PARTIES.

Section 6.8 Actions by the CITY and COUNTY

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the CITY or COUNTY, the approval, consent, authorization, or waiver of the City Manager or COUNTY Administrative Officer or their respective designees, shall constitute the approval, consent, authorization or waiver of the CITY/COUNTY without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

Section 6.9 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.10 No Commissions

Each Party represents to the other that it has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of

California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14 Recitals

The PARTIES understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Insurance Requirements

Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the PARTIES represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this MOU has been executed by the PARTIES on the day and year written below.


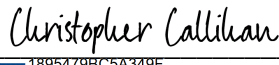
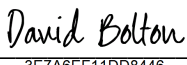
COUNTY OF MONTEREY:	CITY OF SALINAS:
<p>COUNTY Administrative Office, Sonia M. De La Rosa, COUNTY Administrative Officer</p> <p>By: _____</p> <p>Deborah Paolinelli, Assistant COUNTY Administrative Officer</p> <p>Date: _____</p>	<p>City of Salinas Rene Mendez, City Manager</p> <p>By: _____</p> <p>Rene Mendez, City Manager</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, COUNTY Counsel</p> <p>By: <small>DocuSigned by:</small>  <small>A46091E5DE63489...</small> Anne Brereton, Deputy COUNTY Counsel</p> <p>Date: 12/3/2025 3:40 PM PST</p>	<p>APPROVED AS TO FORM: City of Salinas Christopher A. Callihan, City Attorney</p> <p>By: <small>DocuSigned by:</small>  <small>1895479BC5A349F...</small></p> <p>Date: 12/5/2025 9:21 AM PST</p>
<p>APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, Acting COUNTY Counsel</p> <p>By: <small>DocuSigned by:</small>  <small>3E7A8EF11DD8446...</small> David Bolton, Risk Manager</p> <p>Date: 12/3/2025 4:45 PM PST</p>	

EXHIBIT A: INSURANCE REQUIREMENTS

The PARTIES each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. **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, and \$2,000,000 in the aggregate.
2. **Auto Liability Coverage:** with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. **Workers' Compensation Insurance:** 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.

EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a “Dispute”, and collectively referred to as “Disputes”), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between PARTIES shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.
2. PARTIES shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. PARTIES shall continue performance of the MOU activities during such resolution.
 - a. Upon receipt by COUNTY of information regarding a perceived failure by CITY to comply with any provision of this MOU, COUNTY has the right to forward CITY a notice of COUNTY’s intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of City’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - b. Upon receipt by CITY of information regarding a perceived failure by COUNTY to comply with any provision of this MOU, CITY has the right to forward COUNTY a noticed of CITY’S intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY has the right to require the presence of COUNTY’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.
 - d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.
3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.
4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.