

**MEMORANDUM OF UNDERSTANDING**

Between

County of Monterey,  
On Behalf of the COUNTY ADMINISTRATIVE OFFICE  
HOMELESSNESS STRATEGIES AND INITIATIVES DIVISION

and

CITY OF SALINAS

and

THE COALITION OF HOMELESS SERVICES PROVIDERS

for

**THE COLLABORATIVE SUBMISSION OF AN ENCAMPMENT RESOLUTION  
FUNDING (ROUND 5) GRANT APPLICATION**

## 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 among the City of Salinas (CITY), a California charter city and municipal corporation, the County of Monterey, a political subdivision of the State of California (COUNTY), and The Coalition of Homeless Services Providers (CHSP), a public non-profit 501(c)(3) corporation, collectively referred to as “Parties,” for the purpose of collaborating on the Encampment Resolution Funding (ERF-5-R) application and development and implementation of a Low Barrier Navigation Center at the former El Rey Motel, located at 443 W. Market Street, Salinas (SITE).

### RECITALS

- A. WHEREAS, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) sections 50250 et seq., the Encampment Resolution Funding (ERF) Grant Program was established to increase collaboration between the State of California (State), local jurisdictions, and Continuums of Care (CoC) for the following purposes:
- i. Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
  - ii. Provide grants to local jurisdictions and Continuums of Care to resolve critical encampment concerns and transition individuals into safe and stable housing.
  - iii. Encourage a data-informed, coordinated approach to address encampment concerns.
- B. WHEREAS, the State has offered four (4) separate rounds of funding since the inception of the ERF program in 2021 and is anticipated to release a Request for Applications for round five (5) in Fiscal Year 2025-2026.
- C. WHEREAS, an estimated 80 individuals experiencing unsheltered homeless occupy multiple structures located on public and private lands situated off Post Drive, N. Davis Road, Boronda Road, and Laurel Drive, hereinafter collectively referred to as the “Davis Street Corridor” within the jurisdictional boundaries of the CITY, COUNTY, and the California Department of Transportation.
- D. WHEREAS, in November 2024, the Parties began discussions on submitting a collaborative application to the fifth round of the ERF Program to jointly address and resolve the longstanding issue of individuals experiencing unsheltered homelessness in and around the Davis Street Corridor.
- E. WHEREAS, the CITY desires to partner with the COUNTY to convert and develop a City-owned SITE into a 23-unit Low Barrier Navigation Center, which includes 23 sleeping units, an office unit, laundry area, and community unit for dining and storage. to

serve the occupants of the Davis Street Corridor utilizing funding primarily from the ERF-5-R Program, if awarded, for renovations, operations and services for the term of the grant.

F. WHEREAS, the CITY and COUNTY desire to partner with CHSP, as the lead agency of the Monterey and San Benito Counties Continuum of Care, to identify and select a community-based organization to operate the 23-unit Low Barrier Navigation Center.

G. WHEREAS, per California Government Code 65660, a “Low Barrier Navigation Center” (LBNC) is defined as a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. “Low Barrier” refers to best practices to reduce barriers to entry, and may include, but is not limited to, the following:

- i. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
- ii. Pets.
- iii. The storage of possessions.
- iv. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.<sup>1</sup>

H. WHEREAS, per California Government Code Section 65662, LBNC development is a “use by-right” in areas zoned for mixed-use and nonresidential zones permitting multifamily uses if it meets certain statutory requirements:

- i. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- ii. It is linked to a coordinated entry system.
- iii. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- iv. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System.<sup>2</sup>

“Use by right” means that “the local government’s review may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a ‘project’ for purposes of the California Environmental Quality Act.”<sup>3</sup>

I. WHEREAS, the Parties desire to identify roles and responsibilities for the ERF-5-R application collaboration to define the requirements and budget for the development of a 23-unit non-congregate facility, including a community center with an office.

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<sup>1</sup> Gov. Code, § 65660, subd. (a).

<sup>2</sup> Gov. Code, § 65662

<sup>3</sup> Gov. Code, § 65583.2, subd. (i).

- J. WHEREAS, the Parties will work together to collectively identify and select the LBNC’s development and services provider partner(s) with extensive histories and success in executing projects with similar timeline requirements and service models to carry out the vision of this ERF-5-R Program.
- K. WHEREAS, the selected services provider will provide interim shelter and access to basic needs, including case management, supportive services, and housing navigation to manage and operate the El Rey LBNC until the ERF-5-R grant term ends or when the last encampment occupant has been served, whichever occurs first.
- L. WHEREAS, the Parties agree to adhere to the COUNTY adopted encampment resolution policy<sup>4</sup> and shall ensure that applicable standards apply to any action involving the management, removal, or interaction with people in encampments served by the ERF-5-R grant (Davis Street Corridor).
- M. WHEREAS, the following Exhibit is incorporated into this MOU:

Exhibit A – DISPUTES AND CORRECTIVE ACTION

NOW, THEREFORE, in mutual consideration of the declaration, recitals, 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 a mutual understanding between the Parties regarding the ERF-5-R Program, including providing street outreach and the development and operation of a Low-Barrier Navigation Center (LBNC) at the SITE. The purpose of the program is to provide interim shelter and wraparound services for individuals experiencing homelessness within the Davis Street Corridor, located in the jurisdictional boundaries of the COUNTY, CITY, and CalTrans, and to create a collaborative partnership to ensure the humane and coordinated support of individuals at risk of displacement due to potential encampment closures in the target area.

Section 1.2 Property Site and Location

The Parties agree:

- a. The property site to be utilized for the LBNC shall be the former El Rey Motel located at 443 West Market Street, Salinas, CA 93901.

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<sup>4</sup> [COUNTY Adopted Encampment Resolution Policy](#)

- b. The SITE is currently owned by the CITY unless there is a future property transfer of ownership to another entity during the term of this MOU, see Section 1.3.b.8.
- c. The SITE will be converted into 23 individual units with bathrooms, laundry facilities, office unit, storage and a larger unit for a community center.
- d. There is a need for a 24-hour onsite operator and service provider at the Property.

Section 1.3 Roles and Responsibilities

- a. The COUNTY shall:
  - 1. Devote sufficient personnel to serve as the lead collaborative applicant of the ERF-5-R grant submission, and if awarded, administer the funds including executing agreements with State, CITY, and local partners, reporting, budget modifications, technical assistance, disbursement of funds, and monitoring from Effective Date to June 30, 2030.
  - 2. Execute a subrecipient agreement with CITY for the development and renovation of the SITE within three (3) months of the execution of the State ERF-5-R grant agreement.
  - 3. Execute a standard service agreement with the Salinas Outreach and Response Team for outreach and supportive services for fiscal years 2026-2027 and 2027-2028.
  - 4. Execute a standard service agreement with Access Support Network for fiscal year 2025-2026 to assist with establishing rapport, offer referrals, and assist with vital document recovery for encampment occupants living along the Davis Street Corridor.
  - 5. Execute a subrecipient agreement with CHSP for services, operations, maintenance, and repairs of the SITE within three (3) months of the execution of the State ERF-5-R grant agreement.
  - 6. Submit all required reports to the State with fiscal and programmatic data reflecting the progress of their ERF-5-R program in a format provided by the State.
  - 7. Provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state to the California Department of Housing and Community Development (HCD), as requested.
  - 8. Devote no less than \$200,000 of ERF-5-R funding, if awarded, to allow for maintenance and repairs, including all capital improvements required to

maintain a safe and healthy environment for staff and program participants during the term of the MOU.

b. CITY shall:

1. Devote sufficient personnel to assist the COUNTY with gaining information and data for the COUNTY-led ERF-5-R grant application and support any reporting requirements for the ERF-5-R grant, if awarded, for term of the grant.
2. Provide information and data about the land and property for purposes of establishing the needs and estimates required to convert the SITE into 23-unit LBNC, community center unit with offices, and access to laundry and dining services.
3. Provide sufficient personnel from the Salinas Outreach and Response Team to assist with supporting individuals being served at the LBNC during fiscal years 2026-2027 and 2027-2028.
4. Execute a \$1 dollar facility (Property) use agreement with the direct service provider identified by CHSP.
5. Identify and select the General Contractor to convert the SITE into a 23-unit LBNC that also includes office space, laundry, community space and storage, and will lead the coordination and submission of permits required by CITY public works and planning departments to complete construction within twelve (12) months upon notice of ERF-5-R award.
6. Ensure security is provided during the renovations of the SITE, funded by ERF-5-R, if awarded.
7. Four (4) Year Term of Use. CITY understands and agrees that the term of use for the units by individuals experiencing homelessness shall be for a four (4) year period from the date of the executed State's Standard agreement with the COUNTY.
8. Coordinate transition planning efforts with the COUNTY related to the possible transfer or sale of the SITE before the end of the Four-Year Term.
9. Transfer the responsibilities and terms of this MOU and all relevant and subsequent executed agreements related to the ERF-5-R Program should the CITY transfer or sell the SITE to new ownership during the grant term.

c. CHSP shall:

1. Identify and engage in a service agreement with a qualified 501(c)3 organization to staff and operate the LBNC, a 24-hr housing navigation

center, in alignment with Gov Code 65660 and national best practices.

2. Execute a subrecipient agreement for the of services, operations, insurance, maintenance, and repairs of the SITE within three (3) months of the execution of the COUNTY subrecipient agreement.
  3. Set-up, manage, and provide licenses and technical assistance to the direct services provider(s) for the usage of the Homeless Management Information System (HMIS) and Coordinated Assessment and Referral System.
    - a. Provide administrative level access to HMIS data to identified staff of both the CITY and COUNTY.
    - b. Provide quarterly uploads to the State Homelessness Data Integration System, also known as HDIS.
  4. Ensure that the subcontractor agreement will include a Good Neighbor Policy, to be provided by COUNTY Contract Manager.
  5. Ensure that the subcontractor agreement will include mutual indemnification of the COUNTY and CITY and name both the COUNTY AND CITY as additionally insured under the required insurance policies.
  6. Ensure that the subcontractor agreement will include a reserve account with two hundred eighty thousand dollars (\$280,000) for maintenance and repair of damages caused by the Participants in the Program.
  7. Ensure the COUNTY and CITY will be listed as authorized partners of the LBNC in all subcontractor agreements and shall include agreed upon outcome goals in subcontractor agreements and will monitor progress towards meeting such outcome goals.
  8. Ensure all activities regarding the CHSP's Service Provider selection, budget, timeline, scope of work, and payment provisions/invoicing are authorized and approved by all Parties.
- d. The Parties agree that:
1. Each Party shall designate staff to meet weekly to coordinate the execution and implementation of the LBNC for the duration of the ERF-5-R Program grant period.
  2. Any and all ERF-5-R subcontract agreements are in alignment with State, federal, and local codes, ordinances, policies, regulations and laws.
  3. Property and environmental records, reports, studies, and other relevant information shall be shared between the Parties as they become available.

4. The LBNC is available to the eligible occupants of the Davis Corridor Encampments for interim sheltering and access to supportive services until the end of the ERF-5-R grant funding period, if awarded.
5. If there is a disagreement between the Parties or their representative(s), the Parties shall proceed with resolution as outlined in Exhibit A: DISPUTES AND CORRECTIVE ACTION which is incorporated by this reference.

## **ARTICLE 2.0 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 proposed Program and corresponding ERF-5-R grant award for the implementation of said Program. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

### **Section 2.2 Four (4) 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 “Four (4) Year Term of Use” for the Units as set forth above in Section 1.3.b.7.

### **Section 2.3 Termination**

This MOU may be terminated by any Party upon thirty (30) days’ advance written notice to the other Parties, or automatically if the ERF-5-R application is not approved by State HCD. Prior to termination, the Parties shall meet and confer in good faith in an effort to resolve any issues. If resolution is not achieved, and residents are occupying the Units at the time of termination, both Parties agree to provide an additional thirty (30) days to allow for the transfer of any remaining program participants to other available shelter. 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 and Insurance**

- a. Except as otherwise required by applicable law, Parties agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each Party, including its officers, agents, representatives,



volunteers, employees, general contractors, subcontractors, and/or consultants, therefore agrees to hold harmless and indemnify the other Party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying Party's performance of the terms of this MOU.

- b. During the term of this MOU, all Parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.
- c. During the performance of this MOU, Parties shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.
- d. The Parties, upon execution of this MOU, shall each furnish each other with Certificates of Insurance or a Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the other Party of any modification, change or cancellation of any of the above insurance coverage.
- e. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.
- f. No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

Section 2.6 Right of Entry to SITE

All Parties shall ensure that any leases and/or subrecipient agreements contain a provision ensuring that COUNTY, CHSP, and CITY officers, employees, agents, consultants, and subcontractors shall have the right to enter upon the Site during normal business hours to conduct work, inspections, and investigations in accordance with this MOU. In connection with such entry for the purpose of work, inspections and/or investigations, the Parties each agree to repair and restore any damage caused by its respective officers, employees, agents, consultants, program participants, and contractors.

**ARTICLE 3.0**  
**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 and as defined in ERF-5-R State grant Agreement with 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 ERF-5-R Program and the LBNC Program.

## **ARTICLE 4.0 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 5.0 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 6.0  
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, 3<sup>rd</sup> Floor  
 Salinas, California 93901  
 Email: [wilsonr@countyofmonterey.gov](mailto:wilsonr@countyofmonterey.gov)

CITY  
 Attn: Lisa Murphy, Asst. City  
 Manager  
 200 Lincoln Avenue  
 Salinas, CA 93901  
 Email: [lisagm@ci.salinas.ca.us](mailto:lisagm@ci.salinas.ca.us)

CHSP  
 Attn: Katrina McKenzie,  
 Executive Director  
 1123 Fremont Boulevard, Suite D,  
 Seaside, CA 93955  
 Email: [kmckenzie@chsp.org](mailto:kmckenzie@chsp.org)

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 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 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 6.9 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 6.10 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: 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:**

County Administrative Office,  
Sonia M. De La Rosa, County Administrative Officer

By: <sup>DocuSigned by:</sup> Deborah Paolinelli  
D0CFE819B75E478  
Deborah Paolinelli, Asst. CAO

Date: 12/9/2025 | 12:31 PM PST

**APPROVED AS TO FORM:**

Office of the County Counsel-Risk Management  
Susan K. Blitch, Acting County Counsel

By: <sup>DocuSigned by:</sup> Anne Brereton  
A48091E5D8E63489  
Anne Brereton, Deputy County Counsel

Date: 11/5/2025 | 1:13 PM PST

**APPROVED AS TO INSURANCE  
INDEMNIFICATION PROVISIONS:**

Office of the County Counsel-Risk Management  
Susan K. Blitch, Acting County Counsel

By: <sup>Signed by:</sup> David Bolton  
68FD0C263FF6243C  
David Bolton, Risk Manager

Date: 11/5/2025 | 3:56 PM PST

**CITY:**

City of Salinas  
Rene Mendez, City Manager

By: <sup>Signed by:</sup> Rene Mendez  
284B08AE73144C2  
Rene Mendez, City Manager

Date: 12/11/2025 | 4:10 PM PST

**APPROVED AS TO FORM:**

City of Salinas  
Christopher A. Callihan, City Attorney

By: <sup>Signed by:</sup> Christopher A. Callihan  
1895479BC5A349F

Date: 11/5/2025 | 4:00 PM PST

**COALITION OF HOMELESS SERVICES  
PROVIDERS (CHSP):**

CHSP  
Katrina McKenzie, Executive Director

By: <sup>Signed by:</sup> Katrina McKenzie  
37A6ED8488E34AC  
Katrina McKenzie, Executive Director

Date: 12/8/2025 | 4:59 PM PST

## **EXHIBIT A: 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 and/or CHSP to comply with any provision of this MOU, COUNTY has the right to forward CITY or CHSP 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 or CHSP 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 and/or CHSP’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 and/or CHSP to comply with any provision of this MOU, CITY has the right to forward COUNTY and/or CHSP a notice 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 and/or CHSP 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. Upon receipt by CHSP of information regarding a perceived failure by COUNTY and/or CITY to comply with any provision of this MOU, CHSP has the right to forward COUNTY and/or CITY a notice of CHSP’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. CHSP may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY and/or COUNTY has the right to require the presence of CITY’s and/or COUNTY’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
  - d. 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.
  - e. 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.