

**ORIGINAL**

**AGREEMENT**

Between

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES**

and

**CITY OF SALINAS**

for

**2017 Salinas Winter Warming Shelter**

**October 4, 2016 to May 1, 2017**

## **AGREEMENT**

### **I. DECLARATION**

This Agreement is entered into by and between **MONTEREY COUNTY**, through the **DEPARTMENT OF SOCIAL SERVICES** (hereinafter referred to as "**COUNTY**"), and **CITY OF SALINAS**, (hereinafter referred to as "**CITY**"), for the purpose of a financial contribution to the 2016-2017 Salinas Winter Warming Shelter.

### **II. PRINCIPLES OF AGREEMENT**

The Salinas Winter Warming Shelter (hereinafter sometimes referred to as, "shelter" or "Warming Shelter") is being opened at **20 W. Market Street, Salinas, California** on a first-come first serve basis to persons seeking shelter from the cold. It will be available to homeless families, and single men and women. Entry into the shelter will begin at 6:00 p.m. and participants will have to leave each day before 8:00 a.m. The shelter will house up to 68 people, seven (7) nights a week, for the period of November 1, 2016, to April 30, 2017. COUNTY has partnered with CITY to finance the cost of operations for the Salinas Winter Warming Shelter. COUNTY is contracting with **Community Homeless Solutions** to coordinate and staff the Salinas Winter Warming Shelter. Meals will be provided by the religious community in coordination with Community Homeless Solutions staff.

The COUNTY and CITY agree to fund the cost of tenant improvements and maintenance costs. Permitted tenant improvements include: demolishing of teller counters, installing doors, painting as needed, dry wall repair, carpet removal and carpet installation as needed, and tile repair as needed. In addition, utilities costs (PG&E, water, sewage, and garbage disposal) will be covered for the period of October 4, 2016 through May 1, 2017.

### **III. TERM**

This agreement shall commence effective October 4, 2016 and remain in full force and effect through May 1, 2017, 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 is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of all parties.

### **IV. PAYMENT PROVISIONS**

The COUNTY agrees to process and pay invoices up to \$240,000 for the Warming Shelter. and will invoice the CITY for half of the total costs incurred for the Warming Shelter, not to exceed \$120,000. The CITY shall reimburse the COUNTY within 30 days from the date of the invoice.

## V. GENERAL PROVISIONS

### A. MUTUAL COMPARATIVE INDEMNITY:

County of Monterey (hereinafter "County") shall indemnify, defend, and hold harmless the City of Salinas (hereinafter "City"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the City. The County shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the under this Agreement.

City

mag 9/30/2016  
9.30.16

City of Salinas (hereinafter "City") shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by City and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. The City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless the County under this Agreement.

County

### B. MUTUAL INSURANCE CONVERAGE REQUIREMENTS:

mag 9/30/16  
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It is understood that the City of Salinas and the County of Monterey are both self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this Agreement self-insurance and/or insurance with the following minimum limits of liability:

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.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, 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.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

### **C. CONFIDENTIALITY AND RECORDS**

**Confidentiality:** COUNTY and CITY and their respective officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W&I) Code Section 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Section 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by COUNTY and CITY from access to any such records, and from contact with its clients and complainants, shall be used by COUNTY and CITY only in connection with its/their conduct of the program under this agreement. CITY, through the City Manager, City of Salinas, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

**Maintenance and Availability of Records:** COUNTY shall prepare and maintain all reports and records that may be required by federal, state or CITY rules and regulations, and shall furnish such reports and records to CITY, and to the state and federal governments, upon request. CITY shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY, and to the state and federal governments, upon request.

**Retention of Records:** COUNTY and CITY shall maintain and preserve all records related to this AGREEMENT (and shall assure the maintenance of such records in the possession of any third party performing work related to this AGREEMENT) for a period of at least three (3) years from the date of final payment under this

AGREEMENT. In the event of any pending litigation, claim, negotiation, audit exception, or other action involving this AGREEMENT, COUNTY and CITY records shall be retained beyond the three year period until any pending litigation, claim, negotiation, audit exception, or other action involving this AGREEMENT is resolved.

## VI. NOTICE

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

Elliott Robinson, Director  
Department of Social Services  
1000 South Main Street, Suite 301  
Salinas, California 93901

Ray Corpuz, City Manager  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

## VII. WARRANTY OF AUTHORITY

Any individual executing this AGREEMENT represents and personally warrants that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

### COUNTY OF MONTEREY

BY \_\_\_\_\_  
Director, Department of Social Services

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

#### APPROVED AS TO FORM:

Office of the County Counsel  
Charles J. McKee, County Counsel

Mary Grace Perry  
Deputy County Counsel

Date: 9-30-16

#### APPROVED AS TO FISCAL TERMS:

Auditor-Controller's Office

Date: 9-30-16

### CITY OF SALINAS

BY \_\_\_\_\_  
City Manager

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

#### APPROVED AS TO FORM:

Office of the City of Salinas  
Chris Callihan, Attorney

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