## Attachment B



## Amendment No. 1

## MEMORANDUM OF UNDERSTANDING RE: COORDINATION OF RESPONSIBILITIES RELATED TO ESTABLISHMENT OF HOMELESS SHELTER, PERMANENT SUPPORTIVE/TRANSITIONAL HOUSING and TEMPORARY WARMING SHELTER IN SALINAS, CALIFORNIA

## (1220 Natividad Road and 855 East Laurel Drive, Salinas and 111 W Alisal Street, Salinas)

WHEREAS, the City of Salinas (City) and County of Monterey (County) approved and entered into a Memorandum of Understanding (MOU) identifying the roles and the responsibilities of the City and of the County for administration of developing a year-round Homeless Shelter (Shelter) on property owned by the County and located at 855 East Laurel Drive, Salinas, and Permanent Supportive/Transitional Housing (Housing) on property owned by the County and located at 1220 Natividad Road, Salinas; and

WHEREAS, the County of Monterey has agreed to use up to 3-5 acres of County owned land at 855 East Laurel Drive as the site for construction of the Shelter and approximately 3 acres of County-owned land at 1220 Natividad Road for Permanent Supportive/Transitional Housing (Housing); and

WHEREAS, given the construction timelines and funding timelines for the Shelter and the Housing, it is critical to initiate pre-development work, including the design concept for the Shelter for the environmental review process to begin; and

WHEREAS, in order to proceed with the environmental review process for the Shelter, the County has solicited a bid proposal from an architectural firm to complete concept plans (Design Phase 1) and a separate proposal for services to complete a Phase I site assessment of the Laurel site, both under contract to the County; and

WHEREAS, in order to proceed with the environmental review process for the Shelter, County paid for Phase I and II site assessment for the 1220 Natividad property; and

WHEREAS, the City of Salinas has agreed to fund certain pre-construction costs while the City and County work together to submit a successful proposal to obtain HEAP funding; and

WHEREAS, the City and the County have agreed to share in the cost for construction and operation of the Shelter and Housing not covered by Homeless Emergency Aid Program (HEAP) funding or other private funding; and

WHEREAS, the City and County agree to work together to develop the anticipated programming requirements for operation of the Shelter; and

WHEREAS, the Salinas City Council has authorized up to \$125,000 for pre-development costs for the Shelter and Housing in the City's FY 2018-2019 Budget and, consistent with the

MOU, up to \$100,000 would be utilized to reimburse the County for pre-development costs related to the Shelter.

NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions set forth in the MOU and in this Amendment No. 1, the City and the County agree to amend the MOU as follows:

- 1. Subdivision d is hereby added to Section 1.1.B of the MOU to read as follows:
- d. City will provide reimbursement to the County in an amount up to \$100,000 for predevelopment costs incurred by the County in relation to development of the Shelter. For purposes of this section, pre-development costs are those costs incurred by the County for environmental review and/or architectural services associated with developing the design concept for the Shelter. The City will provide reimbursement in accordance with the City's processes upon receipt of an invoice from the County.

In witness whereof, the undersigned, as authorized representatives of the City of Salinas and of the County of Monterey, have entered into this Amendment No. 1.

**CITY OF SALINAS** 

Ray Corpuz, City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

**COUNTY OF MONTEREY** 

Nicholas Chiulos Assistant County Administrative Officer

Anne K. Brereton, Deputy County Counsel