

Monterey County

*Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901*



Meeting Agenda - Final

Tuesday, April 27, 2021

4:00 PM

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

<https://montereycty.zoom.us/j/224397747>

Special Joint Meeting of the County Board of Supervisors and Salinas City Council

<i>Chair Supervisor Wendy Root Askew - District 4</i>	<i>Mayor Kimbley Craig</i>
<i>Vice Chair Supervisor Mary L. Adams - District 5</i>	<i>Councilmembers:</i>
<i>Supervisor Luis A. Alejo - District 1</i>	<i>Carla Viviana González, District 1</i>
<i>Supervisor John M. Phillips - District 2</i>	<i>Tony Barrera, District 2</i>
<i>Supervisor Chris Lopez - District 3</i>	<i>Steve McShane, District 3</i>
	<i>Orlando Osornio, District 4</i>
	<i>Christie Cromeenes, District 5</i>
	<i>Anthony Rocha, District 6</i>

Important Notice Regarding COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you attend the Board of Supervisors meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in three ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. if you are watching the live stream of the Board meeting, you may submit your comment, limited to 250 words or less, to the Clerk of the Board at publiccomment@co.monterey.ca.us. General public comment must be received during the General Public Comment item on the agenda, and comments on specific agenda items must be received as it is being heard. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

c. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

OR to participate by phone call any of these numbers below:

**+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)**

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

3. You are encouraged to participate via Zoom as the Monterey Room on the 2nd floor of the County Government Center will not be available for overflow seating during this meeting.

Aviso importante sobre COVID 19

Basado en la guía del Departamento de Salud Pública de California y la Oficina del Gobernador de California, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanecen abiertas, le recomendamos que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>

Si asiste a la reunión de la Junta de Supervisores en persona, deberá mantener un distanciamiento social apropiado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer un comentario público general o comentar un tema específico de la agenda, puede hacerlo de tres maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. Si está viendo la transmisión en vivo de la reunión de la Junta, puede enviar su comentario, limitado a 250 palabras o menos, al Secretario de la Junta en publiccomment@co.monterey.ca.us. Los comentarios del público en general deben recibirse durante el elemento de Comentarios del público en general en la agenda, y los comentarios sobre los elementos específicos de la agenda deben recibirse mientras se escuchan. En un esfuerzo por ayudar al Secretario a identificar el ítem

de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No. 10). Se hará todo lo posible para leer su comentario en el registro, pero algunos comentarios pueden no leerse debido a limitaciones de tiempo. Los comentarios recibidos después de un ítem de la agenda serán parte del registro si se reciben antes del final de la reunión.

c. Puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono, llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1346248 7799 EE. UU. (Houston)
+1312626 6799 EE. UU. (Chicago)
+1929205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1301715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite.

Se lo colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

3. Se le anima a participar a través de Zoom, ya que la sala de Monterey en el segundo piso del Centro de Gobierno del Condado no estará disponible para asientos adicionales durante esta reunión.

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.

As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.

CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.

CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.

TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.

TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.

DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.

INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno

del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

All documents submitted by the public must have no less than ten (10) copies.

The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.

Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California. during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

Please refer to the separate agendas for Special Districts and Agencies governed by the Board of Supervisors that may be scheduled for agenda items today.

Pursuant to Governor Newsom's Executive Order No. N-29-20, some or all Supervisors may participate in the meeting by telephone or video conference.

4:00 P.M. - Call to Order - Board of Supervisors

Roll Call

Call to Order - City Council

Roll Call

Welcome

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

4:00 P.M. - Scheduled Matter

1.
 - a. Receive a briefing on homelessness in Monterey County, including an overview of current efforts and accomplishments, issues deserving further study, exploring new data and short- and long-term plans (verbal report);
 - b. Authorize designated County staff to collaborate with the City of Salinas ("City") and Coalition of Homeless Services Providers ("Coalition") to organize a convening to launch the new Lead Me Home 10-Year Plan to End Homelessness; and
 - c. Authorize designated County staff to participate in the Governor's 100-Day Challenge to house Project Roomkey guests and coordinate with the City to potentially extend Project Roomkey to December 31, 2021 if funding is available; and
 - d. Provide direction on amendment to MOU between County and City regarding location for affordable housing, including consideration of 845 East Laurel Drive.

Attachments: [Board Report](#)
[City of Salinas MCO MOU Amendment signed](#)
[9.2018 Monterey County and City of Salinas MOU 18-975](#)
[100 day challenge](#)

Council members' questions.

Board of Supervisors' questions.

Public Comment

Council members' comments.

Board of Supervisors' comments.

Motions by City Council and roll call vote.

Motions by Board of Supervisors and roll call vote.

Adjournment



Monterey County

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 21-344

April 27, 2021

Introduced: 4/19/2021

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a briefing on homelessness in Monterey County, including an overview of current efforts and accomplishments, issues deserving further study, exploring new data and short- and long-term plans (verbal report); and
- b. Provide direction to staff on next steps.

SUMMARY/DISCUSSION:

Homelessness is a complex and multifaced issue that must be addressed from a cooperative and multipronged approach. A collaboration of representatives from the County of Monterey and the City of Salinas will provide a high-level overview of the current efforts and accomplishments within the issue of addressing homelessness, identifying issues which deserve further study, presentation of emerging new data from the development of a new ten-year plan to address homelessness, and summary of collaborative short- and long-term plans.

Staff seeks direction regarding next steps, engagement opportunities, collaborations and other guidance.

OTHER AGENCY INVOLVEMENT:

The Monterey County Administrative Office, Department of Social Services, Housing and Community Development, and Health Department worked in collaboration with the City of Salinas

and the Coalition of Homeless Services providers to provide this report.

FINANCING:

There is no current fiscal impact to the County General Fund associated with receiving this update on homelessness in Monterey County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by promoting services and strategies to address homelessness through county supported policies, programs, and services.

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☐ Economic Development
- ☐ Administration
- ☒ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by Lauren Suwansupa, Community Affiliation Manager, x8492

Approved by: Lori A. Medina, Director of Social Services, x4430



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- ☐ Infrastructure
- ☐ Public Safety

Prepared by Lauren Suwansupa, Community Affiliation Manager, x8492



Approved by: Lori A. Medina, Director of Social Services, x4430

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.

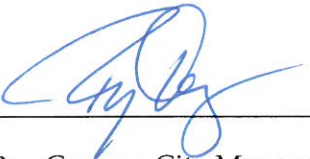
NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions set forth in the MOU and in this Amendment No. 1, the City and the County agree to amend the MOU as follows:

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 pre-development 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



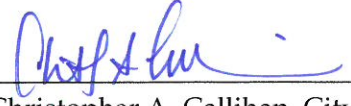
Ray Corpuz, City Manager

COUNTY OF MONTEREY



Nicholas Chiulos
Assistant County Administrative Officer

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney



Anne K. Brereton, Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING RE:
COORDINATION OF RESPONSIBILITIES RELATED TO ESTABLISHMENT OF
HOMELESS SHELTERS, PERMANENT SUPPORTIVE/TRANSITIONAL HOUSING and,
TEMPORARY WARMING SHELTER IN SALINAS, CALIFORNIA
(1220 Natividad Road and 855 East Laurel Drive, Salinas and 111 West Alisal Street,
Salinas)**

This Administration Agreement (this "Agreement") is entered into as of this ____ day of September 2018 (the "Effective Date"), by and between the City of Salinas, a California charter city and municipal corporation (the "City") and County of Monterey (the "County") for the properties located at 855 East Laurel Drive ("Site 1"), 2 and at 1220 Natividad Road ("Site 2") Salinas, California 93906 (together referred to as "the Property"), both presently owned by the County, and 111 West Alisal Street, Salinas, California 93901 ("Temporary Warming Shelter") with reference to the following facts:

RECITALS

- A. WHEREAS, in 2017, the City and County began discussions on planning for the future construction and operation of a Permanent Homeless Shelter ("Shelter") and permanent supportive housing ("Permanent Housing") on the Property; and
- B. WHEREAS, on September 26, 2017 the Salinas City Council ("Council") and County Board of Supervisors ("BOS") executed a Memorandum of Understanding ("MOU") authorizing the opening of the Salinas Winter Warming Shelter ("Warming Shelter") and agreed to work collaboratively toward the future construction and operation of a Shelter on the Property; and
- C. WHEREAS, as part of the MOU executed on September 26, 2017 by the Council and BOS, the City and County agreed to work together to identify a developer and operator for the Shelter on Site 1 and to proceed with environmental review; and
- D. WHEREAS, on March 20, 2018 the Council and BOS agreed to proceed with drafting Request for Proposals ("RFP") to identify a developer and operator for the future construction and operation of a Shelter and Permanent Housing on Site 2; and
- E. WHEREAS, subsequently, Senate Bill (SB) 850, signed into law by Governor Brown in June 2018, funded the Homeless Emergency Aid Program ("HEAP"), a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California; and
- F. WHEREAS, the counties of Monterey and San Benito, through the Continuum of Care ("CoC") are expected to receive approximately \$12.5 million in HEAP funds to be distributed to entities by the CoC;
- G. WHEREAS, the City and the County desire to utilize HEAP and will submit a proposal to the Continuum of Care to request funding, as well as other sources of funding to develop the Shelter on Site 1 and Permanent Supportive/Transitional Housing ("Housing") on Site 2 in the City of Salinas to serve homeless constituents in need;

- H. WHEREAS, the City and the County have determined and agreed that close collaboration and coordination between their respective staff to design, fund, entitle, construct, and operate ("administration of") a Shelter and Housing at Sites 1 and 2 will maximize the available staff resources of each agency toward expediting construction of said facilities;
- I. WHEREAS, the City and County agree that the target date completion of the Shelter at Site 1 is April 2020;
- J. WHEREAS, the City and County agree to extend the use of the Warming Shelter at 111 West Alisal Street, Salinas, California, or other mutually agreeable location until the Shelter at Site 1 can be established.

NOW, THEREFORE BE IT RESOLVED, the purpose of this Agreement is to identify roles and responsibilities between the City and the County for administration of developing a Shelter and Housing on Site 1 and Site 2 respectively and, for the overall selection of, and negotiating of agreements with, a potential future developer and operator of a Shelter and Housing on the Sites. The cost for the developer, operator of the Shelter and Transitional Housing and other services will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

ARTICLE 1. ROLES AND RESPONSIBILITIES

The City and County agree to the following terms and conditions, in order to coordinate their staff to effectively expedite facilitation of development of a Shelter and Housing facility on Sites 1 and 2, and conduct an RFP process for the selection of, and negotiation of agreements with, a future developer and operator, for the Shelter and Housing on the Sites. The cost for the developer, operator of the Shelter and Housing and other services will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

Section 1.1 Roles and Responsibilities.

A. County:

- a. Subject to funding, the County shall provide staff resources to design, survey, entitle, and construct homeless facilities not administered by third party developers;
- b. Subject to funding, the County shall be the Lead Agency in conducting an environmental review of the Property and the City shall be the Responsible Agency.
- c. County shall maintain ownership of the Property;
- d. Any future conveyance of the Property must be authorized by the County;
- e. County shall devote personnel and other resources as may be reasonably

required during the RFP process for selection of a future developer and operator for Site 1 or Site 2 and final approval of the RFP.

B. City of Salinas

- a. Subject to funding, the City shall provide staff resources to assist and expedite in the permitting of facilities at Site 1 and Site 2;
- b. Subject to funding, the City shall provide staff resources and shall act as the lead project manager and facilitator during the RFP process for the selection of a future developer and operator for a Shelter at Site 1 and Permanent Supportive/Transitional Housing at Site 2;
- c. City shall devote personnel and other resources as may be reasonably required;
 1. City will draft an RFP for a developer and operator subject to County approval;
 2. City will manage the RFP process;
 3. City will publish and distribute the RFP for a developer and operator;
 4. City will receive RFP bids and determine adequacy and completeness of RFP process;
 5. City will document and maintain records associated with the RFP process;
 6. City will work collaboratively with County to respond to any RFP questions, comments or appeals.

C. City and County

- a. City and County shall each designate staff who shall regularly meet and coordinate in identifying and applying for funding for the Projects and in jointly administering the Projects.
- b. City and County will work collaboratively to rate and rank RFP's submitted;
- c. City and County shall undertake to ensure that all RFP's shall be reviewed in a fair and open process. The selection process will be outlined in detail in the RFP and will include input by County;
- d. City and County will make a recommendation for the selection of a developer and operator to be forwarded to BOS for final approval;
- e. Costs for the developer, operator of the Shelter, Housing and other services will be shared by the City and County, with a final distribution of the costs to be determined at a later date.
- f. Property and environmental records, reports and studies shall be shared between the County and City as they become available;
- g. Project goals will be jointly determined by the City and the County;

- h. Community engagement strategy will be determined by the City with concurrence from the County;
- i. After the approval of the selected developer and operator by the BOS, the City shall take the lead, but continue to work with County, as owner of the property, in negotiating and drafting an Exclusive Negotiating Agreement ("ENA") with regard to a ground lease of the Property to the selected developer, the development of the Shelter and Permanent Housing and the on-going occupancy and rent restrictions for the Shelter and permanent Housing (the "Ground Lease") and in negotiating and drafting the Ground Lease;
- j. Each of the ENA and Ground Lease must be approved by the BOS prior to entry into those agreements with the selected developer and operator, and;
- k. City will assist County and the selected developer/operator with the facilitation of the future development.

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:

- a. repair and restore any damage it may cause;
- b. indemnify, defend and hold the County and the BOS, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs), with the exception of any injury or death to City staff or its consultants which may proximately arise out of the County's or its consultants' entry upon the Property or the investigation(s) and test(s) which the City may conduct; arising out of the negligent or intentional acts of the County or dangerous conditions on the Property for which the County should know or have known to exist, provided, however, that this indemnity shall not apply to matters arising from the results of the City's investigations, tests and inspections (e.g., this indemnity shall not apply to any diminution in value or remediation costs incurred by the City if the County's investigations were to discover an environmental condition that required remediation).

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance.

City and County agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental reviews and/or CEQA analysis. Documentation of such compliance shall be made available for review by the City and County upon request.

Section 2.2 Administrative Amendments.

This Agreement may be amended by a written administrative amendment executed by the City Manager on behalf of the City and, County Administrative Officer or Assistant County Administrative Officer on behalf of the County, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this Agreement.

Section 2.3 Term.

The term of this Agreement (the "Term") shall start as of the Effective Date and shall terminate when the Ground Lease is entered into between the County and a selected developer or when the Projects are deemed by the County and the City to be complete unless extended by a written amendment approved by the Council and BOS.

Section 2.4 Termination.

This Agreement may be terminated by either the City and County upon a written notice given thirty (30) days in advance.

Section 2.5 Warming Shelter.

- a. During the Term of this Agreement, County will keep operating the Warming Shelter, located at 111 West Alisal Street, Salinas, California, or other mutually agreed upon location, until the shelter at Site 1 is developed and under operation (open for business).
- b. The parties agree to continue to fund the Warming Shelter, as set forth in the existing Warming Shelter MOU.

**ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS**

Section 3.1 Documentation and Record-Keeping.

- a. Records to be Maintained. The City and County shall maintain all records and such records shall include but not be limited to:
 - (i) Records providing a full description of each activity undertaken;
 - (ii) Records required to document the solicitation and selection of a developer and operator.
- b. Retention. The City and County shall retain all records pertinent to services performed and expenditures incurred under this Agreement for a period of one (1) year after the termination of all activities under this Agreement.
- c. Property Records. The County shall supply the City with any Property related documents for City review.

ARTICLE 4.
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct.

- a. Assignability. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party, at its sole discretion.
- b. Hatch Act. The City and County agree that no funds be provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. 15.
- c. Conflict of Interest. The City and County each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and each covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The City and County each further agrees that in the performance of this Agreement that no person having such a financial interest shall be employed or retained by the City and County. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City and County, or of any designated public agencies or entities.

ARTICLE 5.
ENVIRONMENTAL CONDITIONS

Section 5.1 Environmental Responsibilities Generally.

The County (Lead Agency) with the City's (Responsible Agency) oversight, will carry out the Phase I and Phase II (if needed) environmental assessments of the Property in compliance with all federal and State laws and regulations, including any necessary environmental reviews and/or CEQA analysis not otherwise specifically set forth below.

Section 5.2 Applicable Laws and Regulations.

The County and City agree to comply with the following laws and regulations insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C. 7401 through 7414
- b. Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and seq.).

- c. Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.
- d. Environmental Protection Agency Lead-Based Paint Regulations.
- e. Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, 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 Agreement.

This Agreement contains all the terms and conditions agreed upon by the parties.

No other understandings, oral or otherwise, regarding the subject matter of this Agreement 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 City and the County 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 parties shown as follows, or such other address as the parties may designate in writing from time to time:

CITY:
City of Salinas
Attn: Megan Hunter
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Email: meganh@ci.salinas.ca.us

With a copy to: City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Email: chrisc@ci.salinas.ca.us

COUNTY:
Nicholas Chiulos
Assistant County Administrative Officer
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

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

Section 6.4 Severability.

If any term of this Agreement 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 Agreement or any provision thereof.

Section 6.6 No Third-Party Beneficiaries.

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

Section 6.7 Amendments.

This Agreement may not be modified, supplemented, or amended unless in writing by the parties. Any modification, supplementation, amendment, or waiver must be signed by both 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 Agreement, and the performance of each party's obligations under this Agreement. The City and County will keep track of any costs and may consider these costs a "contribution" to the construction and operation of the Property.

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 Property or in connection with any matters relating to this Agreement, 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 Agreement 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 Agreement shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.11 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 6.12 Non-Recourse Agreement.

No member, official, employee, agent, or consultant of any party to this Agreement 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 Agreement.

Section 6.13 Actions by the City and County.

Whenever this Agreement 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 of the City, or the Assistant County Administrative Officer of the County, 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 Agreement, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this Agreement.

SIGNATURES ON FOLLOWING PAGE

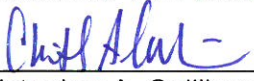
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

CITY:

CITY OF SALINAS, a municipal corporation

By: 
Ray E. Corpuz, Jr, City Manager

APPROVED AS TO FORM:

By: 
Christopher A. Callihan, Esq. City Attorney

COUNTY:

By: 
Nicholas Chiulos, Assistant County Administrative Officer

APPROVED AS TO FORM:

By: 
Anne K. Brereton, Deputy County Counsel

End of Document



CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency

Gavin Newsom, Governor | Lourdes M. Castro Ramirez, Secretary

What are 100-day challenges?

[Rapid Results Institute's](#) (RRI) 100-Day Challenges are designed to inspire and empower frontline teams to set ambitious goals, and harness the intense levels of innovation, collaboration, and execution required to achieve them. Across the country, communities have demonstrated the impact of 100-Day Challenges to accelerate efforts in [preventing and ending youth homelessness](#), tackling [chronic](#) and [veteran](#) homelessness, and driving lasting changes within their homelessness services systems.

How is California implementing this approach?

Due to the success of RRI 100-Day Challenges and the opportunities they present for cross-community collaboration, Governor Gavin Newsom [announced](#) a 100-Day Challenge Initiative to address homelessness across California on December 5th, 2019. The Challenge calls on cities and counties to take immediate action to address homelessness by signing up to participate in a 100-Day Challenge cohort.

The Homeless Coordinating and Financing Council (HCFC) has brought on RRI to assist in facilitating these 100-Day Challenges with several cohorts of communities in the upcoming months. With the support of a RRI coach, each of these jurisdictions will rapidly assess how things are working in their jurisdiction, set an ambitious goal on the number of individuals they will house in 100 days, figure out what needs to change in their current processes to achieve that goal, and then implement their 100-Day Challenge and lock in the lessons learned to drive lasting change. HCFC is encouraging communities to consider using their Homeless Housing, Assistance and Prevention Program allocation, where available, to aid in their 100-Day Challenge efforts.

The communities comprising the first cohort to launch 100-Day Challenges as a part of this initiative include:

- Alameda County
- Riverside County
- Los Angeles County

- Stanislaus County

This first cohort, launching in the midst of COVID-19, will largely be focused on ensuring that the most vulnerable populations sheltered during this time - especially through [Project Roomkey](#), a first-in-nation initiative to secure hotel and motel rooms for those experiencing homelessness - will exit into permanent housing.

If you would like more information on California's 100-Day Challenge Initiative, please reach out to the Homeless Coordinating and Financing council at hcfc@bcsh.ca.gov or call (916) 653-4090. For more on the Rapid Results Institute, visit www.rapidresults.org.