



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16746

- a. Approve and authorize the County Administrative Officer, or designee, to execute a Memorandum of Understanding (MOU) for a Five Year Term with the County of Santa Cruz (COSC) to collaborate on the establishment and implementation of a housing first, low-barrier navigation center program that provides temporary living facilities to individuals experiencing homelessness in the Pajaro River area and to establish the conditions for the purchase and transfer of Units to COSC by June 30, 2026.
- b. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 27th day of February 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Askew

NOES: None

ABSENT: Supervisor Adams

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 27, 2024.

Dated: March 1, 2024

File ID: 24-110

Agenda Item No.: 80

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

MEMORANDUM OF UNDERSTANDING RE: COORDINATION OF RESPONSIBILITIES RELATED TO IMPLEMENTATION OF THE ENCAMPMENT RESOLUTION FUNDING PROGRAM AND DEVELOPMENT OF A NON-CONGREGATE LOW-BARRIER HOUSING NAVIGATION CENTER IN WATSONVILLE, CALIFORNIA

This Memorandum of Understanding ("MOU") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Santa Cruz, a political subdivision of the State of California ("COSC"), and the County of Monterey, a political subdivision of the State of California ("COM"), collectively referred to as "Counties" or "Parties" and sometimes individually referred to as "Party".

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") Program was established to increase collaboration between the California Interagency Council on Homelessness (Cal ICH), local jurisdictions, and Continuums of Care 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; and,
 - iii. Encourage a data-informed, coordinated approach to address encampment concerns.
- B. WHEREAS, the ERF Program was initially authorized in 2021 through Assembly Bill (AB) 140 (Chapter 111, Statutes of 2021), which allocated \$50 million for what would become the first round of funding, with SB 197 (Chapter 70, Statutes of 2022) amending the Program and AB 178 (Chapter 45, Statutes of 2022) allocating an additional \$300 million for Round 2 of ERF Program funding in 2022.
- C. WHEREAS, the Pajaro River runs along the border of COSC's and COM's jurisdictional boundaries, and an estimated 70 people experiencing homelessness stay in the area each night on both sides of the river within the jurisdictional boundaries of both Counties and the City of Watsonville.
- D. WHEREAS, in August 2022, the Parties began discussions on submitting a collaborative application to the second round of ERF Program to jointly address the longstanding issue of individuals experiencing homelessness in and around the Pajaro River.
- E. WHEREAS, on February 14, 2023, the Board of Supervisors of the COM ("BOS-COM") received a presentation by the County Administrative Office, Intergovernmental & Legislative Affairs Division on the proposed joint project and authorized¹ the submission of an application² for ERF Program funding for approximately Eight Million Dollars (\$8,000,000) to:
- i. Construct and provide operational funding for a 34-unit, non-congregate low-barrier housing navigation center within the City of Watsonville's jurisdictional boundaries until June 30, 2026, and
 - ii. Provide rapid re-housing and housing navigation services for 70 people from the encampment population.

¹ BOS-COM Board Order ([23-143 Agenda Item No. 15 Board Order](#))

² BOS-COM ([COM ERF Application](#))

- F. WHEREAS, the people living in the Pajaro River area recommended, and other collaborative partners adopted, the name “Recurso de Fuerza” (Resource of Strength) for the non-congregate low-barrier housing navigation center.
- G. WHEREAS, on June 14, 2023, the COM was provided notice of an award in the amount of \$7,986,354.26 in funding through round 2 of the ERF program by the Cal ICH for the placement of interim housing and operational funding until June 30, 2026, of a 34-bed non-congregate low-barrier housing navigation center in Watsonville, California to steward Pajaro River encampment occupants on a path toward housing.
- H. WHEREAS, on June 24, 2023, the COM entered into a Standard Agreement with the State of California³ (“CAL ICH Agreement”) for the award with a contract term of August 7, 2023, to March 31, 2027.
- I. WHEREAS, COM shall expend no less than 50 percent and obligate 100 percent of the ERF program funds by June 30, 2024 as defined in the grant terms of the CAL ICH Agreement.
- J. WHEREAS, all ERF program funds shall be expended by June 30, 2026, and any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5) as defined in the grant terms of the CAL ICH Agreement.
- K. WHEREAS, on September 8, 2023, the COM received the ERF Program award from Cal ICH.
- L. WHEREAS, the Parties desire to identify roles and responsibilities in the development of a 34-non-congregate, low-barrier interim shelter including separate rooms for showers, restrooms, a dining room, laundry, storage and office rooms (“Units”) to provide housing navigation and supportive services (“Recurso de Fuerza Program” or “Program”) to people living along the Pajaro River.
- M. WHEREAS, the Parties have worked together to identify and select development and service provision partners with extensive histories and success in executing similar projects with similar timeline requirements and service models to carry out the vision of this program.
- N. WHEREAS, the following Exhibits are incorporated into this MOU:
Exhibit A – INSURANCE REQUIREMENTS
Exhibit B – DISPUTES AND CORRECTIVE ACTION

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

ARTICLE 1. ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This MOU serves to establish a mutual understanding for the implementation of ERF for a low-barrier navigation center program in Watsonville, California for the public purpose of providing interim housing to individuals experiencing homelessness in the Pajaro River area within the jurisdictional boundaries of both Counties and the City of Watsonville.

³CAL ICH [Agreement](#)

More specifically, this MOU will:

- a. Identify roles and responsibilities between the Parties for housing of individuals experiencing homelessness near the Pajaro River;
- b. Develop a low-barrier navigation center Recurso de Fuerza Program at the Site; and,
- c. Transfer all, some, or none of the Units with existing furnishings from the COM to the COSC no later than June 30, 2026.

Section 1.2 Roles and Responsibilities

a. The COM shall:

1. Devote sufficient personnel to serve as the collaborative applicant of the ERF Program and administer the funds including executing agreements with State and local partners, reporting, budget modifications, technical assistance, disbursement of funds, and monitoring from Effective Date to March 31, 2027.
2. Reporting Requirements: COM shall submit all required reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH.
3. At the end of the grant funding period on June 30, 2026, or upon request by Cal ICH, COM shall 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.
4. Provide funding to support the lease in Watsonville (“Site”) to accommodate the Units and Program until all funds have been expended on or before June 30, 2026.
5. Enter into contracts that will terminate on June 30, 2026, with mutually agreed upon and selected nonprofit partners for the daily operation of the Program until the Units transfer to COSC.
6. In the event of a sale of some or all the Units to COSC, assist in the transfer of those Units to COSC.

b. The COSC shall:

1. Commit to identifying source(s) of funding to continue the operation of the Program after June 30, 2026. COSC shall report to COM on or before February 1, 2026, regarding (1) the source(s) and amount(s), if any, of funding COSC has identified and (2) whether COSC intends to continue to operate the Program after June 30, 2026.
2. Provide Homeless Management Information System (HMIS) Agency Administrator level access, training, technical assistance, and data exports specific to the ERF grant at least bi-annually to the COM’s Homeless Services Director and support staff.

3. Provide HMIS access, training, and technical assistance to the navigation center operator.
- c. The Parties agree that:
1. Each Party shall each designate staff who shall meet monthly to coordinate the execution and implementation for the duration of the ERF grant period.
 2. Property and environmental records, reports, studies, and other relevant information shall be shared between the Parties as they become available.
 3. Short-term and long-term Project low-barrier navigation center Program goals will be jointly determined by the Parties.
 4. COM and COSC staff will continue to work together in drafting contracts to support the operations of the Recurso de Fuerza low-barrier navigation center Program. However, COSC will not be a party to those contracts.
 5. 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.

Section 1.3 Purchase and Transfer of Modular Units

- a. The COM and COSC have mutually agreed upon the use of the Units for interim housing to shelter unhoused individuals at the Site.
- b. The COM shall identify a service provider and/or vendor for the delivery and construction of the Units, and COM will enter into all necessary agreements with said service provider and/or vendor with a contract term ending on June 30, 2026.
- c. COM shall insure the Units until the effective date of the transfer of ownership to COSC, if such transfer of ownership occurs. Insurance or Self-Insurance requirements are set forth in Exhibit A – INSURANCE REQUIREMENTS which is attached and incorporated by this reference.
- d. If the Units are sold to COSC, on the date of transfer, COSC will accept ownership of the Units and will ensure that the required insurance is obtained prior to acceptance. COSC will commence to be solely responsible for insuring the units from that point forward.
- e. Within 30 days after receiving the report from COSC identified in Section 1.2.b.1, above, COM shall inform COSC of whether it will offer to sell all, some, or none of the Units to COSC on or before June 30, 2026. Upon receipt of an offer to purchase some or all of the Units from COM, if any, COSC County Administrative Officer, or their designee, shall have 30 days thereafter to accept or decline the offer.
- f. If COSC accepts COM's offer to sell to offer to sell some or all of the Units to COSC, the purchase price of the Units will be \$1.00 per Unit. The sale of the Units, if at all, shall be on an "as is" basis with any existing furnishings then located in the Units, for a total fee not to exceed \$50.00. A condition of purchasing the Units will be that COSC make the Units available

to eligible program participants in accordance with the five-year term of use defined below in subdivision (f). COM will work with COSC to identify funding sources to support COM eligible program participants.

- g. Five (5) Year Term of Use. COSC understands and agrees that the term of use for the Units by unhoused individuals experiencing homelessness shall be for a five (5) year period from the Effective Date of this MOU. COM is responsible for ensuring the Units are offered to eligible program participants until the transfer of Units to COSC, if at all, on or before June 30, 2026.

Section 1.4 Property Site and Location

- a. COM and COSC agree that the property site to be utilized for the Navigation Center and for placement of the Units shall be the Site.
- b. The Units shall be installed in the parking lot areas of the Site.
- c. If the Site becomes unavailable during the initial two-year period of the ERF grant implementation, COM agrees to locate and secure another site, with collaboration and approval of the COSC.
- d. After the initial two-year grant period, the COSC shall be responsible for ensuring that an alternative site has been identified and secured before the transfer of Units on or before June 30, 2026.
- e. Right of Entry. COM shall ensure that any leases and/or agreements contain a provision ensuring that COM and COSC officers, employees, agents, consultants, and contractors 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 Counties each agree to repair and restore any damage caused by its respective officers, employees, agents, consultants, Program participants, and contractors.

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 and/or CEQA/NEPA analysis as applicable to the implementation of the proposed Program and corresponding ERF grant award for the implementation of said Program. Documentation of such compliance shall be made available for review by a Party upon request by the other Party.

Section 2.2 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 for the Units as set for above in Section 1.3.g.

Section 2.3 Termination

This MOU may be terminated by either Party upon 30 days advance written notice. Prior to any said termination, COM and COSC shall meet and confer in good faith. In the event of termination of this MOU by either Party, if the date of termination is before the purchase and transfer of Units to COSC, COM will retain ownership of the Units and if the date of termination is after the purchase and transfer of Units to COSC from COM, then COSC will retain ownership of the Units, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4 Mutual Indemnification

- a. The COSC shall indemnify, defend, and hold harmless the COM, 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 COSC and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COM. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the COM. The COSC shall reimburse the COM for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the COSC is obligated to indemnify, defend and hold harmless the COM pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

- b. The COM shall indemnify, defend, and hold harmless the COSC, 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 COM and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COSC. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the COSC. The COM shall reimburse the COSC for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the COM is obligated to indemnify, defend and hold harmless the COSC 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 Counties 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 Counties 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 Counties shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU and as defined in Section 5 of Exhibit D of the CAL ICH Agreement with COM 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 and Recurso de Fuerza low-barrier navigation center Program MOU.

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 Counties 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 Counties 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 Counties 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 Counties 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: Deborah Paolinelli, Assistant County Administrative Officer
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: paolinellid@co.monterey.ca.us

COUNTY OF SANTA CRUZ:

Attn: Randy Morris, Director of Human Services Department
1000 Emeline Avenue
Santa Cruz, CA 95060
Email: Randy.Morris@santacruzcountyca.gov

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 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 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 6.11 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 as of the Effective Date.

<p>COUNTY OF MONTEREY:</p>	<p>COUNTY OF SANTA CRUZ:</p>
<p>County Administrative Office, Sonia M. De La Rosa, County Administrative Officer</p> <p>DocuSigned by: By: <u>Deborah Paolinelli</u> Deborah Paolinelli Assistant County Administrative Officer</p> <p>Date: <u>3/14/2024 4:37 PM PDT</u></p>	<p>Human Services Department Randy Morris, Director</p> <p>DocuSigned by: By: <u>Randy Morris</u> Randy Morris, Director</p> <p>Date: <u>2/14/2024</u></p>
<p>APPROVED AS TO FORM: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel</p> <p>DocuSigned by: By: <u>Marina Pantchenko</u> Marina Pantchenko Deputy County Counsel</p> <p><u>2/14/2024 11:03 AM PST</u></p>	<p>APPROVED AS TO FORM: Office of the County Counsel Arthur Wille, County Counsel</p> <p>DocuSigned by: By: <u>Arthur Wille</u> Arthur Wille Title: <u>County of Santa Cruz</u></p> <p><u>2/13/2024</u></p>
<p>APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller</p> <p>DocuSigned by: <u>2/14/2024 12:59 PM PST</u> By: <u>Ma Mon</u> Name: _____ Title: _____</p>	<p>APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS: Risk Management</p> <p>DocuSigned by: By: <u>Gina Borasi</u> Gina Borasi Risk Management</p> <p><u>2/14/2024</u></p>
<p>APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel</p> <p>DocuSigned by: <u>2/14/2024 11:44 AM PST</u> By: <u>David Bolton, Risk Manager</u> David Bolton, Risk Manager</p>	

EXHIBIT A: INSURANCE REQUIREMENTS

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

1. Professional Liability Insurance or self-insurance with financially owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Workers' Compensation Insurance (WCI) in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. The Counties, 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 County/Party of any modification, change or cancellation of any of the above insurance coverage.

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 COM of information regarding a perceived failure by COSC to comply with any provision of this MOU, COM has the right to forward COSC a notice of COM’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. COSC may have the opportunity to respond or participate in formulating the corrective action recommendation. COM has the right to require the presence of COSC’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - b. Upon receipt by COSC of information regarding a perceived failure by COM to comply with any provision of this MOU, COSC has the right to forward COM a noticed of COSC’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. COM may have the opportunity to respond or participate in formulating the corrective action recommendation. COSC has the right to require the presence of COM’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.

Certificate Of Completion

Envelope Id: 12D043C3BBE948F09B815453F4563117

Status: Completed

Subject: MOU ERF-2-R-Program.pdf

Source Envelope:

Document Pages: 13

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Irene Romero-Reyes

701 Ocean Street

Santa Cruz, CA 95060

Irene.Romero-Reyes@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Irene Romero-Reyes

Location: DocuSign

2/13/2024 4:35:23 PM

Irene.Romero-Reyes@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Arthur Wille

arthur.wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



FD318C222C994D0...

Timestamp

Sent: 2/13/2024 4:46:06 PM

Viewed: 2/13/2024 8:22:51 PM

Signed: 2/13/2024 8:38:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 75.229.234.209

Electronic Record and Signature Disclosure:

Accepted: 2/13/2024 8:22:51 PM

ID: a3830997-8ff6-491a-860c-efbd5b4d8049

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Associate Personnel Analyst - Risk Management

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



E4EADC5BA53B4DB...

Sent: 2/13/2024 8:38:03 PM

Viewed: 2/14/2024 8:24:59 AM

Signed: 2/14/2024 8:29:00 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Randy Morris

Randy.Morris@santacruzcountyca.gov

Director

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D1FB7500084B1...

Sent: 2/14/2024 8:29:01 AM

Viewed: 2/14/2024 8:47:32 AM

Signed: 2/14/2024 8:47:50 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 8:02:45 AM

ID: c7362043-de18-4181-9754-5e8c969f03c1

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Carlos Nuno Espinoza

Carlos.NunoEspinoza@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/13/2023 9:03:01 AM

ID: 64b871e5-041e-41fd-9269-f4450bf9eb63

COPIED

Sent: 2/13/2024 4:46:05 PM

Viewed: 2/13/2024 5:19:39 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent

Hashed/Encrypted

2/13/2024 4:46:05 PM

Certified Delivered

Security Checked

2/14/2024 8:47:32 AM

Signing Complete

Security Checked

2/14/2024 8:47:50 AM

Completed

Security Checked

2/14/2024 8:47:50 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.