

COUNTY OF MONTEREY
Amendment #5 to Agreement #5010-CAP21UWMCERAP
United Way Monterey County

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and United Way Monterey County (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement to administer the Monterey County Emergency Rent and Utility Assistance Program (MCERAP) for the period of March 15, 2020 to December 31, 2021 for a contract total of \$28,281,836.00 (hereinafter “Original Agreement”)

WHEREAS, the Parties amended the Agreement via Amendment #1 to add Exhibit A-2, Program Guidelines, revise the scope of services, extend the contract term to June 30, 2023, and add \$22,434,117 for a new contract total of \$50,715,953.

WHEREAS, the Parties amended the Agreement via Amendment #2 to add reallocated federal ERA round 1 (Consolidated Appropriations Act, 2021) funding in the amount of \$959,195.00 for a new contract total of \$51,675,148.00.

WHEREAS, the Parties amended the Agreement via Amendment #3 to add reallocated federal ERA round 1 (Consolidated Appropriations Act, 2021) funding in the amount of \$486,796.00 for a new contract total of \$52,161,944.00.

WHEREAS, the Parties amended the Agreement via Amendment #4 to extend the contract term to June 30, 2025, and add reallocated federal ERA round 2 (American Rescue Plan Act 2021) funding in the amount of \$257,738.00 for a new contract total of \$52,419,682.00.

WHEREAS, the Parties wish to amend the Agreement via Amendment #5 to add a second scope of work to operate a Disaster Assistance Program, add one-time County’s Contingency funds in the amount of \$230,000.00 that is required to be spent by June 30, 2023, and add one-time COVID Funeral/Burial funds in the amount of \$125,000.00 that is required to be spent by October 31, 2023. For a total of \$355,000.00 of funding for the Disaster Assistance Program and no changes to the funding or term for the Emergency Rental Assistance Program which remains as \$52,419,682.00 through June 30, 2025. The total amount of the combined programs in this agreement is \$52,774,682.00.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is amended to read as follows:
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAAAA and Exhibit A-1**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR for the **Emergency Rental Assistance Program** shall not exceed **\$52,419,682.00**. The total amount payable by County to CONTRACTOR for the **Disaster Assistance Program** shall not exceed **\$355,000.00**. The total amount under this Agreement for both programs shall not exceed **\$52,774,682.00**.

2. **Exhibit A-1**, page 1 reflects the additional funding of **\$230,000.00** that must be spent by **June 30, 2023**, and **\$125,000.00** that must be spent by **October 31, 2023** for a total of **\$230,000.00** of funds for Disaster Assistance Program and an overall not to exceed contract total of **\$52,774,682.00**.
3. **Exhibit A-1** reflects added description to the one-time Disaster Assistance Program, the funding source, new revised the payment provisions section to include references to new **Exhibits C-3, Exhibit C-4, Exhibit D-3 and Exhibit D-4**.
4. **Exhibit BBBB** replaces Exhibit BBB references the new **Exhibit AAAAAA, Exhibit A-1, Exhibit C-3, Exhibit C-4, Exhibit D-3 and Exhibit D-4**.
5. **Exhibit C-3** is the added Budget in the amount of **\$230,000.00**.
6. **Exhibit C-4** is the added Budget in the amount of **\$125,000.00**.
7. **Exhibit D-3** is the sample invoice for expenses related to the additional funding for the amount of **\$230,000.00**.
8. **Exhibit D-4** is the sample invoice for the expenses related to the additional funding for the amount of **\$125,000.00**.
9. Except as provided herein, all remaining terms, conditions and provisions of the original are unchanged and unaffected by this Amendment #5 and shall continue in full force and effect as set forth in the original Agreement and in Amendment #1, Amendment #2, Amendment #3 and Amendment #4.
10. A copy of this Amendment #5 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

DocuSigned by:
By: Roderick Franks
Roderick Franks
DSS Assistant Director

DocuSigned by:
By: Katy Castagna
(Chair, President, Vice-President)

Date: 5/17/2023 | 3:04 PM PDT

(Print Name & Title)

Date: 5/16/2023 | 11:36 AM PDT

DocuSigned by:
By: Sandi Eason
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: 5/17/2023 | 12:30 PM PDT

Approved as to Form:

DocuSigned by:
[Signature]
Deputy County Counsel

Date: 5/17/2023 | 2:31 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Auditor/Comptroller's Office

Date: 5/17/2023 | 3:03 PM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

UNITED WAY MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM

A. TOTAL FUNDING:

ROUND 1	\$ 12,898,602.00 (Federal ERA1)	<u>\$ 15,383,234.00 (State SRA1)</u>	\$ 28,281,836.00 Total Round 1 Funds
ERA1 Reallocation	\$ 959,195.00 Federal (ERA1)	<u>\$ 486,796.00 Federal (ERA1)</u>	
Total	\$ 1,445,991.00 Federal ERA1		
COUNTY	<u>\$ 150,000.00 (County ARPA Funds)</u>		
ROUND 2*	\$ 10,196,112.00 (Federal ERA2)	<u>\$ 12,088,005.00 (State SRA2)</u>	\$ 22,284,117.00 Total Round 2 Funds
ERA2 Reallocation	<u>\$ 257,738.00 Federal (ERA2)</u>		
TOTAL	<u>\$ 52,419,682.00 Total Funding*</u>		
	<i>*Round 2 funds dependent upon performance benchmarks</i>		

B. SERVICE TERM: March 15, 2021 – June 30, 2025

C. CONTACT INFORMATION:

County Contract Monitor:

Monterey County Department of Social Services
Denise Vienne, Management Analyst
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4484 Fax: (831) 755-8477
vienned@co.monterey.ca.us

Contractor Information:

United Way Monterey County
Josh Madfis, Vice President, Community Investments
232 Monterey Street, Suite 200 Salinas, CA 93901
Phone: (831) 318-1996
Josh.madfis@unitedwaymcca.org

Location of Services:

Monterey County Emergency Rental Assistance Program
Administered by UWMC and coordinated by
2-1-1 Telephone Information & Referral System
Dial: 2-1-1

D. SUBAWARD INFORMATION

1) CONTRACTOR DUNS Number: 113866974

Date of Federal Award: January 26, 2021

CFDA Passthrough Information and Dollar Amount: CFDA # 21.019 \$12,898,602.00

SCOPE OF SERVICES/PAYMENT PROVISIONS

Federal Award Description: Federal US Treasury Coronavirus Relief Fund (ERA1)
 CFDA Passthrough Information and Dollar Amount: CFDA # 21.019 \$1,445,991.00 Federal
 Award Description: Federal US Treasury Coronavirus Relief Fund (ERA1)
 Research and Development: No
 Maximum Allowable Administrative Indirect Cost Rate: 10%

CFDA Passthrough Information and Dollar Amount: CFDA # 21.019 \$10,196,112.00*
 Federal Award Description: Federal US Treasury Coronavirus Relief Fund (ERA2)
 Research and Development: No
 Maximum Allowable Administrative Indirect Cost Rate: 15%

CFDA Passthrough Information and Dollar Amount: CFDA # 21.019 \$257,738.00
 Federal Award Description: Federal US Treasury Coronavirus Relief Fund (ERA2)
 Research and Development: No
 Maximum Allowable Administrative Indirect Cost Rate: 15%

2) Block Grant

CFDA Passthrough Information and Dollar Amount: State SB91 Funds, Housing and
 Community Development, State of California Business, Consumer Services and Housing
 Agency \$15,383,234.00
 Federal Award Description: Emergency Rental Assistance (SRA1)
 Research and Development: No
 Administrative Indirect Cost Rate: 8.5%

Block Grant Pending. Community Development, State of California Business, Consumer
 Services and Housing Agency \$12,088,005.00*
 Federal Award Description: Emergency Rental Assistance (SRA2)
 Research and Development: No
 Administrative Indirect Cost Rate: 13.5%

E. BACKGROUND

Monterey County Emergency Rent Assistance Program (MC ERAP) will administer Federal US Treasury Emergency Rental Assistance Program (ERA1, ERA2) funding, State Emergency Rental Assistance Program (SRA1, SRA2) funding, and Monterey County ERA GAP Assistance funding. MC ERAP targets low-income residents and landlords adversely impacted by the COVID-19 crisis, assisting residents throughout Monterey County who are at risk of becoming homeless.

The MC ERAP program utilizes ERA1, SRA1, ERA2, SRA2 and Monterey County ARPA funding. The U.S. Consolidated Appropriations Act (2021) and State's COVID-19 Tenant Relief Act (SB 91) initiated the Emergency Rental Assistance program and resulted in \$28,531,223.70 in combined Federal and State block grant funds for Monterey County's administration of emergency rental assistance. The American Rescue Plan Act (2021) enacted March 11, 2021 established a second round of Emergency Rental Assistance totaling \$22,502,232.41 available to MC ERAP through federal and state block grants. In addition, the Monterey County Board of Supervisors approved modifications to the FY 2021-2022 Budget to allocate \$150,000 of County ARPA funding for ERA GAP Assistance to supplement the

SCOPE OF SERVICES/PAYMENT PROVISIONS

program by targeting residents who encounter program barriers or may not otherwise be eligible for the MC ERAP.

The program is administered by United Way Monterey County (UWMC) and utilizes existing 211 infrastructure, which is staffed by trained and certified call specialists. UWMC coordinates and contracts with grantees to disburse a total of \$50,715,953.00 in combined Federal Treasury (\$23,094,714.00), California Department of Housing and Community Development (\$27,471,239.00), and Monterey County American Rescue Plan Act (ARPA) funds (\$150,000.00). The Applications are initiated either through Monterey County's 2-1-1 System, online application or any UWMC grantee agency. Caller needs and MC ERAP eligibility are assessed. Residents are referred to the appropriate grantee for rent and utility relief, as well as any relevant Health and Human Services. Eligible renters bring documentation demonstrating eligibility, as well as rent due notices, utility bills, and landlord address/tax information to paying grantees. Grantees vet documents and pay landlords and/or utility

F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide administrative oversight of the Monterey County Emergency Rental Assistance Program (MC ERAP) offering emergency rent and utility assistance to individuals and families impacted by the COVID-19 pandemic and do all things necessary for or incidental to the performance of work, as set forth below

- F.1 CONTRACTOR shall develop and maintain Monterey County Emergency Rental Assistance Program Guidelines and Workplan that specify ERA1 program administration in conformance with the U.S. Consolidated Appropriations Act (CAA, 2021) and State's COVID-19 Tenant Relief Act (SB 91) (EXHIBIT A-2). State and Federal requirements and guidance are subject to legislative amendments as well as expansion. CONTRACTOR shall update workplan to conform both to current legislative intent and requirements.
- F.1.a. CONTRACTOR will maintain and update existing workplan to conform with all State and Federal legislative requirements related to forms and methods of assistance, prioritization, eligibility, and limits of assistance (Exhibit A-2).
 - F.1.b. CONTRACTOR shall track State and Federal ERA1 block grant allocations separately and in accordance with state and federal requirements.
 - F.1.c. CONTRACTOR shall collect client level data for clients receiving rental and utility assistance from State and Federal ERA1 block grants.
- F.2 CONTRACTOR shall develop and maintain Monterey County Emergency Rental Assistance Program Guidelines and Workplan that specify ERA2 program administration in conformance with California State Assembly Bill No. 832 (AB 832) and the American Rescue Plan Act (ARPA, 2021) (EXHIBIT A-2). State and Federal requirements and guidance are subject to legislative amendments as well as expansion. CONTRACTOR shall update workplan to conform both to current legislative intent and requirements
- F.2.a. CONTRACTOR will maintain and update existing workplan to conform with all State and Federal legislative requirements related to forms and methods of assistance, prioritization, eligibility, limits of assistance, and collaboration with the

SCOPE OF SERVICES/PAYMENT PROVISIONS

- courts (Exhibit A-2).
- F.2.b. CONTRACTOR shall incorporate methods to coordinate with county courts in response to state and federal requirements with respect to the expiration of the eviction moratorium.
- F.2.c. CONTRACTOR shall track State and Federal ERA2 block grant allocations separately and in accordance with state and federal requirements.
- F.2.d. CONTRACTOR shall collect client level data for clients receiving rental and utility assistance from State and Federal ERA2 block grants.
- F.3. CONTRACTOR shall establish a workplan to guide and administer the MC ERAP GAP funding such that funds will be used to identify and address barriers low-income residents face with respect to participating in the federal and state Emergency Rental Assistance Program.
- F.3.a. CONTRACTOR shall track COUNTY allocation separately and in accordance with supporting the needs of county residents and addressing gaps in the State and Federal Rental assistance program.
- F.3.b. CONTRACTOR shall collect client level or other data relevant to overcoming gaps and facilitating rental and utility assistance for county residents.
- F.4. CONTRACTOR shall provide appropriate referrals to MC ERAP grantees via the toll-free, 24/7, Telephone Information and Referral System (211), and with the Smart Referral software for Monterey County residents. Referrals will address the immediate needs for rental and/or utility assistance. Grantees may address longer term needs by making additional referrals to other Monterey County health and human services as needed.
- F.5. CONTRACTOR shall ensure that 2-1-1 and grantees adequately screen callers for eligibility seeking rental and/or utility assistance and other health and human services to refer them to the appropriate local provider.
- F.6. CONTRACTOR shall ensure the referral systems and grantees provide assistance in English, Spanish and other languages, as needed.
- F.7. CONTRACTOR shall develop contracts with rent and utility grantees. This includes an application process; vetting and approving awards; developing grant agreements with grantees; grant administration; program training, technical assistance, monitoring and evaluation. The vetting process will ensure rent and utility grantees demonstrate capacity to implement the program; ensure rent and utility assistance is widespread throughout the County; ensure low-income qualifying residents' benefit from the assistance, and program beneficiaries receive "Smart Referrals" to other appropriate health and human services.
- F.8. CONTRACTOR shall ensure that rental and utility relief assistance provided does not exceed twelve months of back rent and three months of future rent per household.
- F.9. CONTRACTOR shall ensure that participants meet all eligibility guidelines including income eligibility at or below 80% of the Area Median Income (AMI) for Monterey County (Exhibit AA-1) and conformance with all relevant U.S. Treasury, California Senate Bill No. 91 (SB 91), and California Assembly Bill No 832 (AB 832) requirements for program administration.
- F.10. CONTRACTOR shall ensure that grantees verify an agreement exists between property owner/landlord and the recipient head of household and payment is made directly to the landlord/property manager. In cases where the landlord refuses to participate, grantees may pay up to 100% directly to the resident participant.

SCOPE OF SERVICES/PAYMENT PROVISIONS

F.11 CONTRACTOR shall ensure that grantees verify an agreement exists between utility company and the recipient head of household and payment is made directly to the utility company. Eligible utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

F.12 CONTRACTOR will administer reallocated Federal US Treasury Coronavirus Relief Funds (ERA2) for Housing Stability Services, not exceeding the maximum 10% of total rental assistance allowable. Housing stability funds will be used to support housing unstable families in Monterey County. by providing case management, housing navigation, referrals, and financial assistance to families who are experiencing homelessness or housing instability. This includes, but is not limited to, providing financial assistance such as assistance with deposit, move in fees, storage fees, or application fees to obtain stable housing; case management services, legal fees, or mediation services to help a client maintain housing; housing navigation services to connect families with available housing; assistance with obtaining a housing voucher and other public benefits; or other financial services that support families obtaining housing.

G. PERFORMANCE REQUIREMENTS AND TIMELINES. CONTRACTOR will address and meet all performance benchmarks and expenditure timelines associated with respective funding sources. Federal and State benchmarks and timelines are subject to change. Funding will be made available in tranches dependent upon meeting specified federal and state performance benchmarks. CONTRACTOR will remain apprised of, and respond to, the most current federal, state and COUNY program guidelines.

G.1 CONTRACTOR will comply with performance benchmarks and expenditure timelines associated with ERA1 and SRA1 funding.

G.1.a. CONTRACTOR will obligate 65% of SRA1 block funds by August 1, 2021 and expend 100% of SRA1 funds by September 30, 2022.

G.1.b. CONTRACTOR will obligate 65% of ERA1 funds by September 30, 2021 and expend 100% of ERA1 funds by September 30, 2022.

G.2 CONTRACTOR will comply with performance benchmarks and expenditure timelines associated with ERA2 and SRA2 funding.

G.2.a. CONTRACTOR will obligate the first tranche of SRA2 funds* according to State guidelines to qualify for subsequent tranches of SRA2 funding. CONTRACTOR will obligate a stipulated percentage of total SRA2 funds in accordance with state guidelines and recommendations by January 31, 2022. CONTRACTOR will expend 100% of SRA2 funds by September 30, 2025.

G.2.b. CONTRACTOR will obligate 50% of the first tranche of ERA2 funds* by March 31, 2022 to qualify for subsequent tranches of ERA2 funding. CONTRACTOR will expend 100% of ERA2 funds by September 30, 2025.

G.3 CONTRACTOR comply with performance benchmarks and expenditure timelines associated with Monterey County GAP funding. CONTRACTOR will expend 100% of funding by June 30, 2022. CONTRACTOR will address gaps and barriers associated with the MC ERAP. CONTRACTOR will use GAP funding to address program gaps and/or barriers to program participation.

H. REPORTING INSTRUCTIONS & SUBMISSION

SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.1 CONTRACTOR shall submit required Federal, State and County reports prior to deadlines with data describing the services performed and caller demographics for all MC ERAP recipients receiving ERA1, ERA2, and MC ERA GAP.
 - H.2 CONTRACTOR will continue to update report elements and report frequency in accordance with emergent federal, state, and county reporting requirements and up to date reporting guidance. Reports shall include, but are not limited to, the following data:
 - H.2.a. Number of rent and utility inquires received
 - H.2.b. Number of rent and utility inquiries resulting in assistance to rent and/or utility
 - H.2.c. Dollar amount of assistance obligated and expended
 - H.2.d. Income and AMI for clients receiving assistance
 - H.2.e. Number of “Smart Referrals” made to other health and human services for CONTRACTOR records and review
 - H.2.f. Number of “Smart Referrals” made to other health and human services that result in services for referred clients for CONTRACTOR records and review
 - H.2.g. Demographics of those assisted, including city, zip code, gender, age, ethnicity, household size, and household income.
 - H.3 CONTRACTOR shall submit monthly COUNTY reports with monthly invoices submitted on the 10th of the month following the month of services provided
 - H.4 CONTRACTOR shall submit all reports via e-mail to the county Contract Monitor as listed in SECTION C.
- I. PAYMENT PROVISIONS
- I.1 County shall pay CONTRACTOR according to the terms set forth in EXHIBIT B, Section I, PAYMENT BY COUNTY, of this agreement.
 - I.2 The maximum amount payable by County to CONTRACTOR under the term of this Agreement shall not exceed fifty-two million four hundred nineteen thousand six hundred and eighty-two dollars and zero cents (\$52,419,682.00) as set forth in Exhibit C, Exhibit C-2, Exhibit CC, Exhibit CC-1, and Exhibit CCC.
 - I.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set forth in Exhibit D, Exhibit D-2, Exhibit DD, Exhibit DD-1, and Exhibit DDD. The final fiscal year invoices will be due no later than July 10, 2025.
 - I.3.a. All original invoices will be mailed to the County Contract Monitor as listed in Section C.
 - I.4 Initial payment of seven million one hundred thousand dollars and zero cents (\$7,100,000) shall be paid upon execution of the Agreement and will be offset by one million four hundred nineteen thousand dollars five hundred ninety-two dollars and zero cents (\$1,419,592) over the last five (5) monthly invoices of the Agreement; OR when thirty percent (30%) of the contract balance remains, whichever comes first. The initial payment will not have a certified invoice but is agreed upon now, in this agreement, for the following advance work: Development and distribution of a media, community and client outreach campaign; finalization of client intake, application processing and eligibility determination systems; and direct assistance to clients with immediate needs. All payments after the initial payment will be paid 30 days after receipt of a certified invoice in the Auditor-Controller’s office.
 - I.5 Except for the initial payment, referenced in E.4, CONTRACTOR shall submit

SCOPE OF SERVICES/PAYMENT PROVISIONS

invoices periodically or at the completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall, at minimum, submit original signed monthly invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed. Invoices may be submitted more frequently as necessary or as agreed upon.
- J.2 The invoices shall be submitted based on funding amounts detailed in Exhibit C, Exhibit C-2, Exhibit CC, and Exhibit CC-1, Exhibit CCC and on invoice forms set forth in Exhibit D, Exhibit DD, Exhibit D-2, Exhibit DD-1, and Exhibit DDD.
- J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

(end of exhibit)

SCOPE OF SERVICES/PAYMENTS PROVISIONS

assistant payments to qualifying low-income households impacted by the cumulative effects of recent disastrous weather events.

- F.2 CONTRACTOR shall administer the program to issue disaster assistant in the form of cash to qualifying low-income households based on a priority point system with those of highest need or vulnerability currently employed by CONTRACTOR.
- F.3 The program will run through October 31, 2023 or till the funds are exhausted, whichever comes first.
- F.4 CONTRACTOR shall be responsible for utilizing and maintaining data and tracking of the assistance issued and be responsible for ensuring program recipients appropriately qualify for assistance.

G. ELIGIBILITY DEFINITIONS

CONTRACTOR shall be responsible for utilizing a household definition and low-income definition to “mirror” CalFresh to determine eligibility.

- G.1 Household: A “household” can be a person living alone or a group of people living together who share rent, food, and other household expenses together. Members of a household do not need to be related. A person who lives with others, but customarily pays for household expenses separate and apart from others, can be a separate household.
- G.2 Income: See table

Household Size	Monthly Gross Income (200% of Federal Poverty Level)	Monthly Net Income (100% of Federal Poverty Level)
1	\$2,266	\$1,133
2	\$3,052	\$1,526
3	\$3,839	\$1,920
4	\$4,625	\$2,313
5	\$5,412	\$2,706
6	\$6,199	\$3,100
7	\$6,985	\$3,493
8	\$7,772	\$3,886

H. REQUIRED DELIVERABLES

CONTRACTOR shall provide for the following program deliverables:

- H.1 Monthly Report
- H.1.a. Number of households referred to the Disaster Assistance Program
 - H.1.b. Number of referrals with benefit distributed for the Disaster Assistance Program
 - H.1.c. Total amount of benefit distributed for the Disaster Assistance Program
 - H.1.d. Demographic information for the Disaster Assistance Program
- H.2 All written reports required under this agreement shall be submitted to the County Contract Monitor as listed in Section C.

SCOPE OF SERVICES/PAYMENTS PROVISIONS

I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit BBBB**, Section I, PAYMENT BY COUNTY, of this agreement.
- I.2 FUNDING SUMMARY

Fund Source	Term	Total
County Contingency Fund	05/15/2023 – 06/30/2023	\$230,000.00
COVID Burial/Funeral Fund	05/15/2023 – 10/31/2023	\$125,000.00
Total Service Funds		\$355,000.00

- I.3 The total amount payable by County to CONTRACTOR for County Contingency Funds for the period May 15, 2023 through June 30, 2023 shall not exceed two hundred thirty thousand dollars and zero cents (\$230,000.00).
- I.4 The total amount payable by County to CONTRACTOR for COVID Burial/Funeral Funds for the period May 15, 2023 through October 31, 2023 shall not exceed one hundred twenty-five thousand dollars and zero cents (\$125,000.00).
- I.5 The maximum amount payable by County to CONTRACTOR under the term of this service shall not exceed **three hundred fifty-five thousand dollars and zero cents (\$355,000.00)** per **Exhibit C-3** and **Exhibit C-4, Budget**.
- I.6 CONTRACTOR shall submit original signed invoices with supportive documentation, monthly to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed. The final invoice for County's Contingency Funds will be due no later than July 10, 2023 and final invoice for COVID Burial/Funeral Funds will be due no later than November 10, 2023.
- I.7 All original invoices will be submitted to the County Contract Monitor in the format as **Exhibit D-3 and D-4, Invoice**.

J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall, at minimum, submit original signed monthly invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed. Invoices may be submitted more frequently as necessary or as agreed upon.
- J.2 The invoices shall be submitted based on funding amounts detailed in **Exhibit D-3** and **Exhibit D-4**.
- J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

(end of exhibit)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in Exhibit D, Exhibit D-2, Exhibit DDD, Exhibit DD-1, Exhibit DDD, **Exhibit D-3** and **Exhibit D-4**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

(a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in Exhibit C, Exhibit C-2, Exhibit CC, Exhibit CC-1, Exhibit CCC, **Exhibit C-3** and **Exhibit C-4**. Only the costs listed in Exhibit C, Exhibit C-2, Exhibit CC, Exhibit CC-1, Exhibit CCC, **Exhibit C-3** and **Exhibit C-4** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

(b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in Exhibit C, Exhibit C-2, Exhibit CC, Exhibit CC-1, Exhibit CCC, **Exhibit C-3** and **Exhibit C-4**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAAAAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAAAAA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level,

EXHIBIT BBBB

- CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
 - c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
 - d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

EXHIBIT BBBB

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 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 Sec. 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 CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the

EXHIBIT BBBB

administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

EXHIBIT BBBB

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

EXHIBIT BBBB

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Josh Madfis** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and

EXHIBIT BBBB

continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**United Way of Monterey County
 Monterey County Department of Social Services
 May 15, 2023 - June 30, 2023**

Remit To:
 United Way of Monterey County
 232 Monterey Street, Suite 200, Salinas, CA 93901

Expense Categories	Total Budget	Disaster Assistance Program	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Direct Assistance	\$ 207,000.00	-	\$0.00	\$0.00	\$ 207,000.00
Indirect Costs	\$ 23,000.00	-	\$0.00	\$0.00	\$ 23,000.00
	\$ -	-	\$0.00	\$0.00	-
	\$ -	-	\$0.00	\$0.00	-
	\$ -	-	\$0.00	\$0.00	-
	\$ -	-	\$0.00	\$0.00	-
	\$ -	-	\$0.00	\$0.00	-
	\$ -	-	\$0.00	\$0.00	-
Service Total	\$ 230,000	-	\$0.00	\$0.00	\$ 230,000.00
Total Service Budget	\$ 230,000.00	-			
Year to Date	\$ -	-			
Balance Remaining	\$ 230,000.00	-			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice _____ Title _____ Phone # _____ Authorizing Signature / Date _____

Monterey County Authorized Signature / Date _____

**United Way of Monterey County
 Monterey County Department of Social Services
 May 15, 2023 - October 31, 2023**

Remit To:
 United Way of Monterey County
 232 Monterey Street, Suite 200, Salinas, CA 93901

Invoice Month:		Invoice Name:			
Expense Categories	Total Budget	Disaster Assistance Program	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Direct Assistance	\$ 112,500.00	\$ -	\$ 0.00	\$ 0.00	\$ 112,500.00
Indirect Costs	\$ 12,500.00	\$ -	\$ 0.00	\$ 0.00	\$ 12,500.00
	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -
	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -
	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -
	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -
	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -
Service Total	\$ 125,000	\$ -	\$ 0.00	\$ 0.00	\$ 125,000.00
Total Service Budget	\$ 230,000.00	\$ 230,000.00			
Year to Date	\$ -	\$ -			
Balance Remaining	\$ 230,000.00	\$ 230,000.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice _____ Title _____ Phone # _____ Authorizing Signature / Date _____

Monterey County Authorized Signature / Date _____



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 substitute motion was made by Supervisor Glenn Church seconded by Supervisor Wendy Root Askew to:

Adopt Resolution No.: 23-171

Authorized the Department of Social Services Director or Assistant Director to negotiate and execute a Contract with Catholic Charities and United Way of Monterey County for the Storm Recovery Subsidy Program for low-income households impacted by the recent weather disaster events. Deem \$750 as the amount per household, the low-income threshold will be defined by the CalFresh standards. Funding source of \$478,000 from the County's Contingency funds which will terminate June 30, 2023, and \$250,000 from the COVID Funeral/Burial funds which will terminate on October 31, 2023, for a total of \$728,000; if funds are still in existence when it terminates this will come back to the Board for further discussions.

PASSED AND ADOPTED on this 25th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

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 April 25, 2023.

REVISED Date: June 21, 2023

File ID: RES 23-071

Agenda Item No.: 13.1

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy