

**AGREEMENT BETWEEN THE CITY OF SALINAS AND
THE COUNTY OF MONTEREY,
REGARDING THE
FARMWORKER HOUSING STUDY AND ACTION PLAN
FOR SALINAS VALLEY AND PAJARO VALLEY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and among the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the City,” and the County of Monterey (“the County”) , both of which are collectively referred to herein as “the parties.”

RECITALS

- A. WHEREAS, the City Council of the City of Salinas approved the City of Salinas 2015-2023 Housing Element in which Action H-13 of the Action Plan commits to undertake a Regional Farmworker Housing Study and Action Plan for the Salinas Valley and Pajaro Valley, hereinafter called “Study.”
- B. WHEREAS, the City is joining with the County of Monterey and other government entities (the County of Santa Cruz and the Cities of Gonzales, Greenfield, King, and Soledad) to collaborate and oversee the Study and the County and the other government entities have agreed to contribute to the costs of a consultant to prepare the Study.
- C. WHEREAS, the other government entities and the County share the City’s interest in understanding farmworker housing needs, financing constraints and opportunities, and best practices solutions.
- D. WHEREAS, the Study will be prepared by a consultant, California Institute for Rural Studies, (“Consultant”) which was identified by City through a Request for Proposals (RFP)/Request for Qualifications (RFQ) process.
- E. WHEREAS, the other government entities, the County, and the City are collaborating in the development of the Study, including review and comment on the RFP, the Scope of Work in the Agreement for Professional Services, and draft work products.

NOW, THEREFORE, the City and the County MUTUALLY AGREE as follows

- 1. The City will be the lead agency, serve as the Project Manager, and oversee the work of the consultant. The County and the other government entities will participate with the City in review and development of the Study to be prepared by the consultant.

2. The County hereby approves of the City's entry into an agreement with California Institute for Rural Studies to act as a consultant for completion of the Study.
3. City's agreement with California Institute for Rural Studies will incorporate the City's usual and customary provisions for such agreements, including, without limitation, provisions stating that California Institute for Rural Studies will provide for defense and indemnity of the City and the County. A copy of the City's executed agreement and Amendment No. 1 to the executed agreement with California Institute for Rural Studies is attached hereto as Exhibit A.
4. The County agrees to contribute a maximum of \$25,000 to compensate California Institute for Rural Studies in accord with the attached agreement and Amendment No. 1, attached as Exhibit A.
5. The County shall contribute its \$25,000 by payment to the City based on invoices for reimbursement submitted by California Institute for Rural Studies. The City shall provide to the County invoices approved by the City for work completed in accordance with scope of work contained in City's agreement and Amendment No. 1 with California Institute for Rural Studies.
6. The County shall reimburse the City within thirty (30) days following the City's delivery of invoice to the County.
7. Nothing in this agreement creates the legal relation of partner or joint venture between the City and the County.
8. Mutual Comparative Indemnity:

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

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

Mutual Insurance Coverage Requirements:

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

This agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives as of the last date opposite the respective signature below.

COUNTY OF MONTEREY

CITY OF SALINAS

BY: _____

CHAIR- MONTEREY COUNTY
BOARD OF SUPERVISORS

BY,  _____

MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: Rebecca M. Emceon
DEPUTY COUNTY COUNSEL

BY: Christy Alan
CITY ATTORNEY

DATE: Feb 1, 2017

DATE: Jan 23, 2017

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND THE CALIFORNIA INSTITUTE FOR RURAL STUDIES

This Agreement for Professional Services (the "Agreement") is made and entered into this 15th day of November, 2016, by and between the City of Salinas, a California charter city and municipal corporation (hereinafter "City"), and the California Institute for Rural Studies, a California nonprofit corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in Exhibit A, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on November 15, 2016, and shall terminate on December 31, 2017, unless extended in writing by either party upon thirty (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of Section 17 of this Agreement. Consultant shall fully comply with all time-lines for performance of its consulting services set forth in Exhibit A.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in Exhibit A.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - a. A brief description of services performed;
 - b. The date the services were performed;
 - c. The number of hours spent and by whom;
 - d. A brief description of any costs incurred; and
 - e. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are

requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. Responsibility of Consultant.

a. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **Gail Wadsworth**, Executive Director, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall

a. Assist Consultant by placing at his disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

b. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

c. Megan Hunter, Director of Community Development, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

d. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

8. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. Indemnification and Hold Harmless. Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional

acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. Insurance.

a. Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Consultant shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non-owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation - Contractor shall provide Workers' Compensation insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000).

c. All insurance companies with the exception of "Worker's Compensation" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance effected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk and Benefits Analyst, concurrently with the substantial of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives" does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

f. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

g. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's schedule of hourly rates shown in Exhibit A of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by both parties, City shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

15. **Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. **Subcontractors.** Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultants by this Agreement.

17. **Termination.**

- a. City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:
 - (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
 - (2) For any reason whatsoever.
- b. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of based upon the rates of compensation shown in Exhibit A, except that:
 - (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.
- c. In the event that this Agreement is terminated by City for any reason, Consultant shall:
 - (1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and
 - (2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant

or the City in connection with this Agreement. Such material is to be delivered to City in compliance form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

d. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

e. The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

18. Audit and Examination of Accounts.

a. Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

b. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

c. Consultant hereby agrees to disclose and make available any and all information, reports or books of records or accounts pertaining to this Agreement to City and any City of the County of Monterey or state or federal government which provides support funding for this project.

d. Consultant hereby agrees to include the requirements of subsection (b), above, in any and all contracts with assignees or consultants under this Agreement.

e. All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals or claims.

19. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

20. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

21. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

22. **Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

23. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

25. **Notices.**

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Director of Community Development
City of Salinas
65 West Alisal Street, 2nd floor
Salinas, California 93901

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

b. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Gail Wadsworth, Executive Director
California Institute for Rural Studies
P.O. Box 1047
Davis, CA 95617-1047

c. The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

d. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

26. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

27. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

28. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

29. Multiple Copies of Agreement. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of the document.

30. Attorney's Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

31. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

32. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

33. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

35. Legal Representation. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

36. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

37. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

38. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

39. Collaboration with Association of Monterey Bay Area Governments (AMBAG). All deliverables published under this Agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Metropolitan Planning Organization, the Association of Monterey Bay Area Governments. Additional financial assistance was provided by the California State Department of Transportation."

All deliverables produced under this Agreement which include Sub-recipient logos shall also include the AMBAG logo.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS



Ray E. Corpezz, Jr., City Manager

November 10, 2016

Date

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

November 10, 2016

Date

Consultant: California Institute for Rural Studies



By: Gail Wadsworth
Its: Executive Director

11/8/16
Date

By:
Its:

Date

EXHIBIT A:
SCOPE OF WORK, COMPENSATION, TIMELINE

Scope of Work

California Institute for Rural Studies and California Coalition for Rural Housing will complete a housing needs assessment and action plan for agricultural workers in the Salinas- Pajaro Laborshed.

Task Task Description

A Consensus Building

Deliverables: Meeting agenda, draft survey protocol, schedule of work, outline of other study methods

B.1 Plan Surveys

Deliverables: Bibliography, final survey protocol

• Survey Plan including

- schedule
- description of coordination/supervision
- commitment by partner organization to assist with peer surveyors
- identification of indigenous language interpreters

B2, B3 Conduct Surveys and Stakeholder Interviews

Deliverables:

- Survey Instruments and interview guides: farmworker, employer, other
- Photographs (digital files) of farmworker housing
- Stakeholders? Interviews: report on interview data
- Report: Results (graphs, tables, descriptive statistics if appropriate) of the Survey

C1 Ag trends, labor patterns

Deliverable : chapter in final report

C2 Housing Needs Assessment

1. Assembly and analysis of current inventory
2. Analysis of jobs-housing-transportation

C3 FW Housing Development-Finance-Management

c3.1 Sites

1. Creation of site suitability criteria
2. Identification and mapping of potential sites

C3.2 Best Practices and Alt Types

1. Preparation and analysis of 6 case studies
2. Evaluation of alternative housing types

C3.3 Financing

1. Analysis of existing funding
2. Financial modeling of 8 development scenarios
3. Analysis of alternative tenure types
4. Analysis of development incentives
5. Capacity assessment of existing providers

C3.4 Policies and Regulations

1. Scan of building, zoning, and regulatory structures

Task C Deliverables:

- Inventory of existing farm worker housing projects C.2.1

- Case studies of 6 best-practice farm worker housing projects C.3
- Site suitability criteria C.3.1.1.
- Identification and mapping of potential sites C.3.1.2.
- Report on building, zoning and regulatory structures C3.4
- Financial modeling of housing development scenarios C3.3.2
- Analysis of alternative tenure types C.3.3.3
- Evaluation of development capacity of existing residential builders and farm operators C.3.35
- Evaluation of Alternative Housing types C.3.2.2
- Analysis of existing funding C3.3.1

Task D1. Solutions Based Action Plan

Deliverables: Draft Action Plan including recommendations and solutions based on our research.

Task D2 and E. Report Back/Community Meetings

Deliverables: Presentations for three meetings – 2 community meetings and 1 summit.

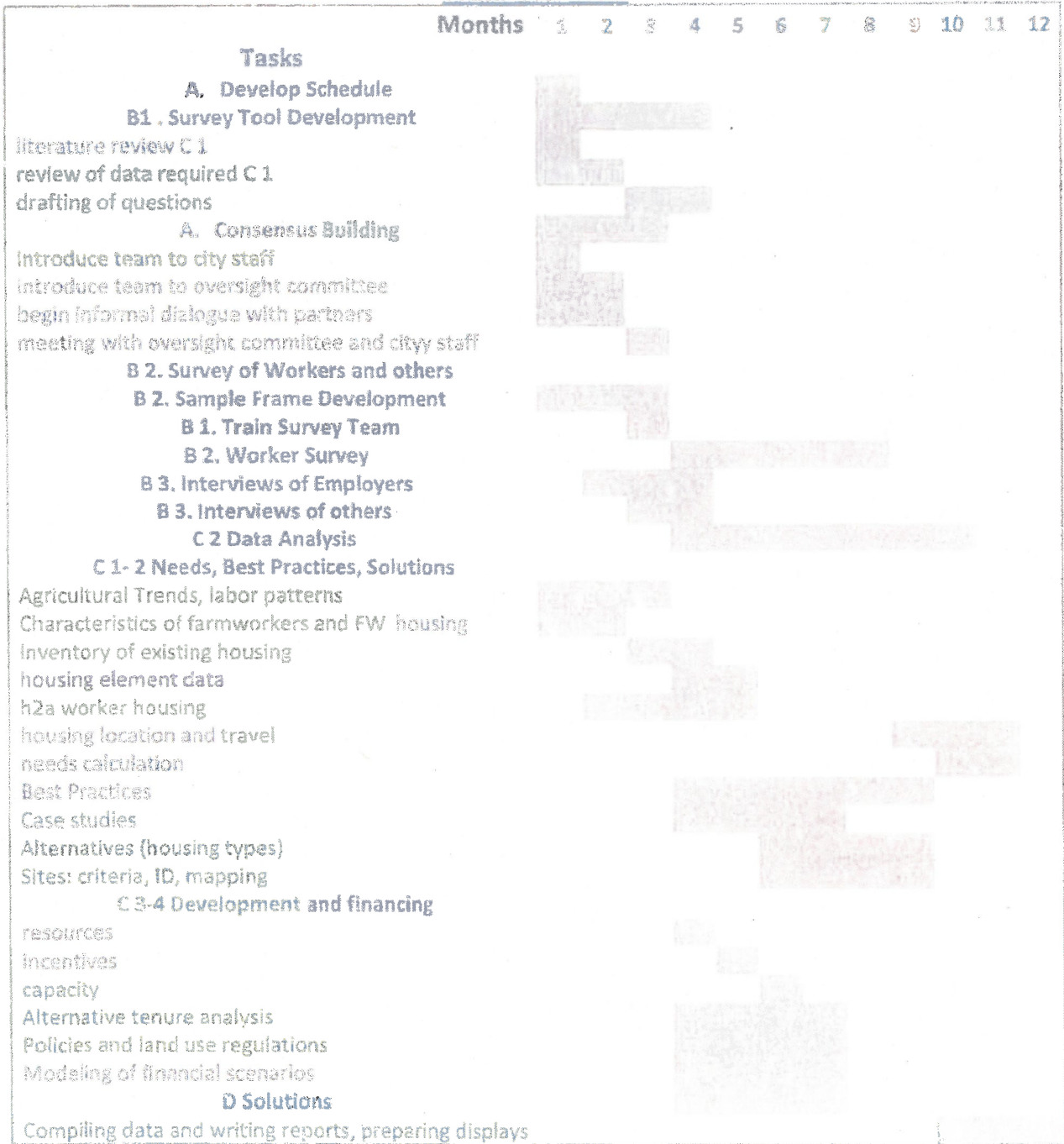
Bilingual presentation material, including handouts (e.g. Fact Sheet summarizing key findings of Study and Action Plan proposals). Fact Sheets of Assessment and Action Plan, Executive Summary of Study and Action Plan in English and Spanish.

Task F. Meeting with Oversight Committee: six (6)

Task G. Project Management

Task H. Presentations – listed above in Tasks D2 and E, also 2 meetings at City Council or Board of Supervisors

Timeline for Work



Continuation

CIRS CCRH Proposal for
Farmworker Housing Study

9/14/2016

		<u>CCRH Costs</u>				<u>CCRH Costs</u>		
		Salinas- Carmichael	Villarejo	Mines	Wadsworth	Winters	Sanborn	Total
<u>Code</u>	<u>Task Description</u>	<u>\$41/hour</u>	<u>\$100/hr</u>	<u>\$600/day</u>	<u>\$50/hour</u>	<u>\$100/day</u>	<u>\$12/hour</u>	<u>per task</u>
	Consensus Building	2,030			1,500			3,530
B.1	Plan Surveys	3,030		27,000	300			30,330
B.2	Community Surveys	12,100		27,000	500			39,600
B.3	Stakeholder Intw/Listening			6,000	2,500			8,500
C1	Ag trends, labor patterns		5,000		500			5,500
C2	Housing Needs Assessment		10,000	30,000	2,000			42,000
	1. Assembly and analysis of current inventory					3,000		3,000
	2. Analysis of jobs-housing- transportation						5,000	5,000
C.3	Site Map, Data Plan, etc. Mines							
C3.1	Sites							
	1. Creation of site suitability criteria					3,000		6,000
	2. Identification and mapping of potential sites						10,000	10,000
C3.2	Best Practices and A/R Types							
	1. Preparation and analysis of 6 case studies					7,000		7,000
	2. Evaluation of alternative housing types					5,000		5,000
C3.3	Planning							
	1. Analysis of existing financing					1,800		1,800
	2. Financial modeling of 8 development scenarios						7,500	7,500
	3. Analysis of alternative tenure types					4,500		4,500
	4. Analysis of development incentives						3,750	3,750
	5. Capacity assessment of existing providers					6,000		6,000
C3.4	Policies and Regs							
	1. Scan of building, zoning, regulatory structures						10,000	10,000
D.1	Solutions/Action Plan							
	1. Summary of solutions and recommendations		2,500		1,250	7,950		11,700
	2. Preparation of Draft Action Plan		3,500		1,250	5,100		8,850
D.2	Community meetings	3,000			1,000	1,200		3,200
E	Summit				1,000	1,200		2,200

F	Mtgs w Oversight Comm				2,500			2,500
G	Project management				2,500			2,500
H	Presentations (2)				1,000	1,200		2,200
	SUB-TOTAL: Personnel Costs	17,250	20,000	90,000	18,000	48,350	36,250	229,850
	<u>Expenses and Indirect Costs</u>							
	Honoraria & Stipends for survey participants				8,000			8,000
	Supplies and printing				500			500
	Travel				2,500			2,500
	Project Accounting				1,000			1,000
	Indirect Costs (less than 10%)				19,000			19,000
	Surveyors: local promotoras				40,000			40,000
	SUB-TOTAL Expenses							571,000
	TOTAL: Staff time and Expenses							300,850

Rates for all personnel are as follows:

Ildi Carlisle-Cummins, CIRS staff: \$40.63/ hour

Don Villarejo, Consultant: \$100 / hour

Rick Mines, Consultant: \$600/ day

Gail Wadsworth, CIRS staff: \$50/ hour

Rob Wiener, CCRH staff: \$150 / hour

Edward Samson, CCRH staff: \$125 / hour

**Agreement for Professional Services Between
the City of Salinas and the California Institute for Rural Studies**

Amendment No. 1

This Amendment to the Agreement for Professional Services ("Amendment") is entered into this ~~14th~~ day of December, 2016, by and between the City of Salinas, hereinafter referred to as "the City," and the California Institute for Rural Studies, a California nonprofit corporation, hereinafter referred to as "the Consultant".

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement for Professional Services on November 15, 2016, ("Original Agreement") pursuant to which the Consultant agreed to complete a farmworker housing study and action plan for the Salinas Valley and the Pajaro Valley (the "Study"); and

WHEREAS, the City joined with the County of Monterey and other governmental entities to collaborate and oversee completion of the Study. The County and the other governmental entities agreed to contribute to the costs of a consultant to prepare the Study; and

WHEREAS, in its agreement with the County of Monterey regarding preparation of the Study and the County's contribution toward the costs of a consultant to prepare the Study the City and the County agreed that the City's agreement with the Consultant will include a provision for the defense and the indemnity of the City and the County; and

WHEREAS, the Original Agreement does not contain a provision for the defense and the indemnity of the County, as it should.

NOW, THEREFORE, it is agreed by the City and the County that the Original Agreement shall be amended as follows:

1. Section 9 of the Original Agreement shall be amended in its entirety to read as follows:

"9. Indemnification and Hold Harmless. Consultant shall indemnify, defend, and hold the City and the County of Monterey, and their officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state, or municipal law or ordinance, or other cause in connection with the negligent, reckless, or intentional acts or omissions of the Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City or County, their officers, employees, or agents. Acceptance of insurance certificates and endorsements required under this Agreement

does not relieve the Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement. The Consultant shall reimburse the City and the County for all costs and expenses including, but not limited to, court costs, incurred by the City and the County in enforcing the provisions of this section."

2. All other terms and conditions of the Original Agreement not otherwise amended in this Amendment shall remain unchanged and in full force and effect.

IN WITNESS, WHEREOF, the undersigned, as authorized representatives of the City and of the Consultant have entered into this Amendment as of the date first written above.

CITY OF SALINAS



Ray Corpuz, City Manager

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

CALIFORNIA INSTITUTE FOR RURAL STUDIES



Gail Wadsworth
Executive Director