

AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & CITY OF SOLEDAD

This Amendment #3 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and the City of Soledad (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for an encampment clean-up of unincorporated areas along and in the riverbed of the Salinas River near the City of Soledad for the period of April 8, 2024 to June 30, 2024 for a contract total of \$25,000.00; and,

WHEREAS, the parties amended the AGREEMENT via AMENDMENT 1 by adding an additional year and \$10,000.00 to the Agreement for an aggregate term of April 8, 2024 to June 30, 2025 and an aggregate total of \$35,000.00; and,

WHEREAS, the parties amended the AGREEMENT via AMENDMENT 2 to add \$5,000.00 for CONTRACTOR to provide motel vouchers for encampment occupants for a total contract amount of \$40,000.00, and to replace Exhibit A-1 with Exhibit A-2; and,

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT 3 to add \$542,756.00, an additional two years for an aggregate term of April 8, 2024 to June 30, 2027 for a total contract amount of \$582,756.00, to replace Exhibit A-2 with Exhibit A-3 and to add Exhibit C and Exhibit D for CONTRACTOR to develop a street outreach and motel voucher program to address encampment concerns for the unsheltered encampment occupants.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, "PAYMENT PROVISIONS", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this agreement shall not exceed \$40,000.00", **and replacing it with** "The total amount payable by County to CONTRACTOR under this agreement shall not exceed \$582,756.00."
2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from April 8, 2024 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from April 8, 2024 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement".
3. **Paragraph 4, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", shall be amended by removing** "Exhibit A-2" **and replacing it with** "Exhibit A-3", **by adding** "Exhibit C: Additional Provisions", "Exhibit D: Invoice and Reporting Form".
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

Amendment No. 3 to Standard Agreement w/City of Soledad for Encampment Clean-up
Term: April 8, 2024 to June 30, 2027

5. A copy of this AMENDMENT shall be attached to the original AGREEMENT, AMENDMENT 1, and AMENDMENT 2 dated April 8, 2024, June 12, 2024, and June 26, 2024, respectively.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

<p>COUNTY ADMINISTRATIVE OFFICE (CAO) Sonia M. De La Rosa, CAO</p> <p>By: _____ Deborah Paolinelli, Assistant CAO</p> <p>Date: _____</p>	<p>CITY OF SOLEDAD</p> <p>Signed by: <i>Megan Hunter</i> By: _____ City Manager</p> <p>Date: 9/11/2024 4:50 PM PDT</p>
<p>CONTRACTS/PURCHASING (C/P):</p> <p>By: _____ Debra R. Wilson, C/P Officer</p> <p>Date: _____</p>	<p>CITY OF SOLEDAD</p> <p>Signed by: <i>Mike Rodriguez, City Attorney</i> By: _____ City Attorney</p> <p>Date: 9/13/2024 10:48 AM PDT</p>
<p>APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blich, County Counsel</p> <p>DocuSigned by: <i>Anne Brereton</i> By: _____ Anne Brereton, Deputy County Counsel</p> <p>Date: 9/13/2024 4:25 PM PDT</p>	
<p>APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blich, County Counsel</p> <p>DocuSigned by: <i>David Bolton</i> By: _____ David Bolton, Risk Manager</p> <p>Date: 9/14/2024 7:07 PM PDT</p>	
<p>APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller</p> <p>DocuSigned by: <i>Jennifer Forsyth</i> By: _____</p> <p>Date: 9/13/2024 4:48 PM PDT</p>	

Amendment No. 3 to Standard Agreement w/City of Soledad for Encampment Clean-up
Term: April 8, 2024 to June 30, 2027

EXHIBIT A-3

**To Agreement by and between
 CAO –Homelessness Strategy and Initiatives Division, hereinafter referred to as “COUNTY”
 AND
 City of Soledad, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 STREET OUTREACH AND MOTEL VOUCHER PROGRAM: By means of an Encampment Resolution ERF-3-R grant (ERF-3-R) awarded to the COUNTY on April 18, 2024, the CONTRACTOR shall use ERF-3-R to develop a street outreach and motel voucher program for the purpose of resolving encampment concerns for the unsheltered individuals living along the Salinas River in unincorporated areas that overlap the City of Soledad (Soledad) and private lands, see map (EXHIBIT B).

The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

STREET OUTREACH AND MOTEL VOUCHER PROGRAM PROJECT DATES: JULY 1, 2024 TO JUNE 30, 2027	
1.	Hire a Soledad Outreach Coordinator a. Recruit and hire one (1) full-time equivalent (FTE) Outreach Coordinator to provide street outreach to encampment occupants with linkages to interim supportive housing, other necessary supportive services, and onsite support as needed.
2.	Motel Voucher Program a. Develop a program to provide vouchers to encampment occupants for temporary housing at local motels.
3.	Provide Engagement and Support to Encampment Occupants a. Perform outreach and referrals to access services and available housing opportunities. b. Provide transportation services, client supplies and consumables as needed.
4.	Alignment of ERF-3-R Programmatic and Fiscal Regulations a. Perform oversight of programmatic operations and fiscal components related to these services under the terms of the Encampment Resolution ERF-3-R (ERF-3-R) grant requirements for use of the funds. b. All ERF-3-R activities must be authorized and approved by the COUNTY.
5.	Homeless Management Information System (HMIS) Record-Keeping a. Maintain HMIS data in coordination with CA-506 Monterey and San Benito County Continuum of Care (CoC) HMIS lead agency to track the street outreach and motel voucher program ERF-3-R data.

A.2 **SALINAS RIVER ENCAMPMENT CLEAN-UP PROJECT. CONTRACTOR** shall provide motel vouchers, engagement community outreach for encampment occupants, and trash and debris clean-up of encampment areas along and in the Salinas River as located on the map of unincorporated/private areas (**EXHIBIT B**) outside the jurisdictional boundaries of Soledad for the purpose of removing multiple abandoned vehicles, large amounts of trash and other unhealthy hazards causing pollution to the river for the safety and wellness of encampment occupants and the community. The encampment clean-up project services include the following:

SALINAS RIVER ENCAMPMENT CLEANUP PROJECT Project Dates: April 8, 2024 to June 30, 2024	
1.	Motel Vouchers for Encampment Occupants a. Provide temporary housing at local hotels to provide for encampment occupants as necessary.
2.	Encampment Community Outreach: a. Provide staff to perform outreach and notification to encampment occupants of the plan to remove debris and trash from the area. b. Provide staff for onsite support to residents for concerns and questions on the day(s) of clean-up as necessary. c. Secure storage unit for encampment occupants' valuables (if needed)
3.	Outsource Debris and Trash Removal Contracts: a. Coordinate and outsource services to remove abandoned vehicles and unload trash dumpsters from the targeted area.
4.	Performance of Debris and Trash Removal: a. Assist with the trash and debris removal. b. Inform encampment residents how to reduce excessive debris and illegal dumping for safety to ensure the area remain free of excessive debris and illegal dumping.

B. PAYMENT PROVISIONS

B.1 **COMPENSATION/ PAYMENT.** COUNTY shall pay an amount not to exceed **five hundred eighty-two thousand seven hundred fifty-six dollars and zero cents (\$582,756.00)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Section A. Scope of Services. **CONTRACTOR'S** compensation for services rendered shall be in accordance with the following terms:

SOLEDAD STREET OUTREACH AND MOTEL VOUCHER PROGRAM (July 1, 2024 to June 30, 2027)	Maximum Cost
For project services, as described in Exhibit A-3, Section A.1, to hire one (1) full time outreach coordinator to provide engagement and outreach services to encampment occupants, provide motel vouchers, purchase a vehicle for outreach services and provide transportation and other supplies and incentives for program participation. See Budget Table for itemization of services and eligible uses for ERF-3-R funding.	\$542,756.00

Budget Table – Soledad Street Outreach and Motel Voucher Program

Eligible Use	Expense Description	Budget
Interim Sheltering	Motel Vouchers	\$199,500.00
Street Outreach	Outreach Coordinator (1 Full-Time Equivalent)	\$203,016.00
Street Outreach	Nutrition and Food Security	\$48,000.00
Street Outreach	Vehicle Costs	\$60,000.00
Street Outreach	Transportation for Participants	\$18,240.00
Street Outreach	Other Direct Financial Assistance	\$8,000.00
Street Outreach	Client Supplies (Hygiene Kits, blankets, etc.)	\$4,000.00
Street Outreach	Professional Services for Electronic Health Records – HMIS	\$2,000.00
TOTAL PROJECT COSTS		\$542,756.00

SALINAS RIVER ENCAMPMENT CLEANUP PROJECT (April 8, 2024 to June 30, 2024)	Maximum Cost
For project services, as described in Exhibit A-3, Section A.2 to provide trash & debris clean-up services for the purpose of removing multiple unhealthy hazards causing pollution to the Salinas River and for the safety and wellness for unsheltered individuals living along the encampment through the use of motel vouchers and outreach.	\$40,000.00
TOTAL PROJECT COSTS	\$40,000.00

B.2 CONTRACTORS BILLING PROCEDURES. COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT C, Section I, PAYMENT BY COUNTY, of this Agreement.**

B.2.1 The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2024, through June 30, 2027, shall not exceed **five hundred forty thousand seven hundred fifty-six dollars and zero cents (\$542,756.00).**

B.2.2 The total amount payable by COUNTY to CONTRACTOR for the period April 8, 2024, to June 30, 2024, shall not exceed **forty thousand dollars (\$40,000.00).**

B.2.3 CONTRACTOR shall submit original signed monthly invoices with supportive documentation by email to HomelessServices@countyofmonterey.gov setting forth the amount claimed no later than 10 days after the end of each month on the form set forth in **EXHIBIT D.**

**COUNTY OF MONTEREY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION OF THE COUNTY
ADMINISTRATIVE OFFICE**

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**.

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 10, 2027. 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 A-3**. CONTRACTOR shall ensure all program operations and objectives advance ERF- 3-R's objective and falls within any combination of the eligible use categories listed in **Exhibit A-3**.
 - 1. Site restoration of the encampment site is not a permitted Eligible Use for ERF-3-R funds.
 - 2. ERF-3-R funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement.
- b) CONTRACTOR nor their agents shall directly or indirectly use ERF-3-R awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-3-R funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.
- c) ERF-3-R program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

1.04 Cost Control: CONTRACTOR shall not exceed by more than ten (10) 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.

1.07 Availability of Funding: This Agreement is valid and enforceable only if sufficient funds are made available from ERF-3-R to COUNTY for the administration of the services under this Agreement.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service objective set forth in **Exhibit A-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-3**, 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.

(a) CONTRACTOR shall cooperate with the COUNTY by providing fiscal and program information by July 10, 2027, to assist with the Final Work Product report required at the end of the ERF-3-R grant expenditure deadline on June 30, 2027. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by CAL ICH.

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 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.

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

2.07 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

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 Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HIS), 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 (a), (c), (h), (1), (i), and (j); and the 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

EXHIBIT C

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**

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:

- 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

EXHIBIT C

- 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 Megan Hunter, City Manager, 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 Homelessness Strategy and Initiatives Division (CAO-HSI) 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 CAO-HSI 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.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VIII. 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 CAO-HSI Contract/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with Contract/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI 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 CAO-HSI 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 Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).
- b) CONTRACTOR's appeal of the Director's decision must be submitted to the CAO Officer 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 CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the CAO Officer 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.

EXHIBIT D

Invoice Template

Agency Name and Address: **City of Soledad**
248 Main Street
Soledad, CA 93960

Remit to: HomelessServices@countyofmonterey.gov
cc: federicos@countvofmonterey.gov

Billing Contact: Beatriz Trujillo, Housing Analyst
Email Address: btrujillo@cityofsoledad.com
Direct Phone Number: 831-223-5056

Project Term: July 1, 2024 to June 30, 2027
Invoice Date: 10-Jul-24
Invoice Number: #04

Total Project Amount: \$ 542,756.00
Remaining Balance \$ 542,756.00
To Date Expenses \$ -

Itemized Expenses Table				
Services Performed By:	Eligible Use Category	Date	Monthly Expense*	Notes
	Interim Sheltering	7/1/24		

*Attach itemized invoices as applicable.

Total Monthly Expenses to be Paid by County:

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.

Beatriz Trujillo, Housing Analyst
Person Completing Invoice

Authorizing Signature Date

Sarah Federico, Management Analyst II
County Contract Manager

Approval/Signature Date