

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:
CITY OF SOLEDAD

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services generally provided are described as follows:
for the development and construction of a non-congregate interim housing facility
to provide temporary shelter for the occupants living in an encampment site located along the
Salinas River adjacent to the City of Soledad.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,955,000.00**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from January 7, 2025 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B: Encampment Site Map
Exhibit C: Interim Housing Facility Site Map
Exhibit D: Additional Provisions
Exhibit E: Expenditure and Activity Report Template
Exhibit F: Budget

5. **PERFORMANCE STANDARDS.**

- 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

- 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after 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 as the County may require. The Contract Administrator or his or her designee 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 30 days of receiving the certified invoice.
- 6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

- 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any

other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of 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, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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, the CONTRACTOR 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days

after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’s Contract Administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Roxanne Wilson, Homeless Services Director	Megan Hunter, City Manager
Name and Title	Name and Title
County Administrative Office Homelessness Strategy and Initiatives Division 168 West Alisal Street, 3rd Floor, Salinas, CA 93901	City of Soledad, 248 Main Street, Soledad, CA 93960
Address	Address
831-755-5341	831-233-5014
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

By: _____
DocuSigned by:
Anne Brunton
A46091E5DE6348...

Date: _____
12/10/2024 | 7:47 AM PST

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management³

By: _____
Signed by:
David Bolton
68FDC263FF6243C...

Date: _____
David Bolton, Risk Manager
12/10/2024 | 9:54 AM PST

CONTRACTOR

CITY OF SOLEDAD

Contractor's Business Name*

By: _____
DocuSigned by:
Megan Hunter, City Manager
3BF2DEB3A143448...
(Signature of Chair, President, or
Vice-President)*

Megan Hunter, City Manager

Date: _____
12/6/2024 | 5:08 PM PST
Name and Title

By: _____
Signed by:
Mike Rodriguez, City Attorney
956A5A4B1459198...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Mike Rodriguez, City Attorney

Date: _____
12/9/2024 | 5:17 PM PST
Name and Title

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

SCOPE OF SERVICES/PAYMENT PROVISIONS

**CITY OF SOLEDAD (“CONTRACTOR”)
ENCAMPMENT RESOLUTION FUNDING PROGRAM
DEVELOPMENT OF A 16-BED NON-CONGREGATE INTERIM HOUSING FACILITY**

- A. FUNDING AMOUNT** **\$1,955,000.00 ERF-3-R Funding**
- B. CONTRACT TERM** January 7, 2025 to June 30, 2027
- C. CONTACT INFORMATION**

COUNTY Contract Manager: COUNTY of Monterey Administrative Office
Sarah Federico, Management Analyst II
168 W. Alisal St, 3rd Floor Salinas, CA 93901
Phone: (831) 755-5341
federicos@countyofmonterey.gov

COUNTY Contract Monitor: COUNTY of Monterey Administrative Office
Dania Valdez, Management Analyst I
168 W. Alisal St, 3rd Floor Salinas, CA 93901
Phone: (831) 796-3049
valdez2@countyofmonterey.gov

CONTRACTOR Information: City of Soledad, City Manager’s Office
Megan Hunter, City Manager
248 Main Street, Soledad, CA 93960
Phone: (831) 223-5043
mhunter@cityofsoledad.gov

Location of Interim Housing: Parcel APN Number: 022-291-010-000
990 Los Coches Road, Soledad, CA 93960

D. SUBAWARD INFORMATION

SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)
CONTRACTOR UEI Number: N/A
Date COUNTY Awarded Funding: April 18, 2024
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: None

SCOPE OF SERVICES/PAYMENT PROVISIONS

E. BACKGROUND

Since 2022, the COUNTY of Monterey (“COUNTY”) has partnered with the City of Soledad (“CONTRACTOR”) and the local Continuum of Care (“CoC”) agency, to address encampment concerns for the unsheltered individuals living at an encampment site located along the Salinas River, on unincorporated, public, and private lands adjacent to the City of Soledad.

CONTRACTOR, in partnership with the COUNTY, will utilize an Encampment Resolution Funding Program grant (“ERF-3-R”) to develop, build and provide property management for a 16-bed capacity temporary, non-congregate interim housing facility in Soledad and will perform oversight of the programmatic and fiscal components under the terms of the ERF-3-R grant requirements of the State Grant Agreement.¹

The goal of the Soledad Interim Housing Facility is to provide low-barrier, temporary living facilities and access to comprehensive services in a housing-focused service model to the unsheltered individuals of the Soledad Salinas River encampments. The daily operations and services for program participants of the interim housing facility will be provided for by an experienced services provider through a separate agreement with the COUNTY.

F. DESCRIPTION OF SERVICES

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

F.1 CONTRACTOR shall in accordance with laws associated with the development and permitting of emergency shelters, manage, arrange, supervise, and coordinate the planning, design, entitlement, permitting, construction, completion and property management for a 16-bed capacity non-congregate Interim Housing Facility (“Interim Housing”) that will provide temporary living facilities to the occupants of an encampment site located along the Salinas River adjacent to Soledad, see Encampment Site Map (**EXHIBIT B**), until the program participants have transitioned to permanent or other transitional housing, no later than the grant expenditure deadline of June 30, 2027.

F.1.a CONTRACTOR and COUNTY agree the Interim Housing shall be constructed on real property owned by the City of Soledad located at 990 Los Coches Road, Soledad, CA 93960 (“Site”), see the Interim Housing property map (**EXHIBIT C**).

F.1.b CONTRACTOR and COUNTY agree CONTRACTOR shall be the owner and developer of the Interim Housing, upon execution of this Agreement.

F.1.c CONTRACTOR agrees to maintain insurance for the Site during and after development of the Interim Housing.

F.1.d CONTRACTOR shall execute a no-fee Interim Housing facility use agreement with the selected services provider contracted by the COUNTY to operate and provide services to the program participants temporarily living at the Interim Housing, upon notification of the Certificate of Occupancy issuance until June 30, 2027.

¹ [State Grant Agreement](#)

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.1.e CONTRACTOR, upon the transition and exit of all program participants of the Interim Housing to other types of housing or permanent housing, may choose to repurpose, deconstruct and/or relocate the Interim Housing at CONTRACTOR'S sole discretion, time, and expense.
- F.2 CONTRACTOR shall identify and contract with an experienced modular unit provider to design and develop manufactured parts to build a temporary, non-congregate and relocatable 16-bed Interim Housing that shall include restrooms, showers, a laundry unit, staff offices and restroom, an intake/security unit, and common areas for indoor/outdoor dining, a pet area, storage, breakroom, bike racks and a parking area, hereinafter referred to as "Interim Housing Project."
 - F.2.a CONTRACTOR shall work with the identified modular unit provider to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Interim Housing Project and COUNTY shall have input on any issues that may arise related to managing, arranging, supervising, and coordinating the planning, design, entitlement, permitting, development, construction, and completion of the Interim Housing Project for oversight purposes and to ensure the project is moving towards successful completion pursuant to the rules set forth in the State Grant Agreement.
 - F.2.b CONTRACTOR shall oversee the development, design and construction of the Interim Housing Project as herein described, in accordance with a mutually approved Construction Plan and all other permits and approvals granted by the Soledad's Public Works and Planning Departments pertaining to the Interim Housing Project.
 - F.2.c CONTRACTOR shall require any subcontractor(s), employees and consultants hired to comply with all directions, rules and regulations of any fire marshal, health officer, building official or other officer of every governmental agency having jurisdiction over the Site or the Interim Housing Project. All design and construction work on the Interim Housing Project shall be performed by licensed design professionals including licensed contractors, engineers, or architects, as applicable and in accordance with state and local laws and regulations.
 - F.2.d CONTRACTOR shall be responsible for obtaining the required permits for the construction of the Interim Housing Project, including but not limited to any required grading, utility connections, and Site improvements.
 - F.2.e CONTRACTOR shall be responsible for ensuring that all contracts related to the Interim Housing Project are prepared and executed in a form and with substantive provisions sufficient to meet all legal, regulatory, and project-specific requirements. CONTRACTOR shall provide copies of any and all executed contracts secured for services to be performed as described in this Agreement to the COUNTY upon request.
 - F.2.f CONTRACTOR shall own all Plans and Specifications and all other materials, prepared in connection with the Interim Housing Project. Upon completion or any termination of this Agreement, the CONTRACTOR shall retain sole custody of all such materials and CONTRACTOR shall provide the COUNTY with any and all copies of such materials upon request by COUNTY within thirty (30) days.
- F.3 CONTRACTOR shall be responsible for the Interim Housing's utilities, property maintenance and onsite security management as follows:

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.3.a CONTRACTOR shall provide Site utilities and property maintenance, which may include basic facilities and gardening maintenance as needed to maintain the Interim Housing Site during the time it is in use under this Agreement. Property maintenance services may be staff or contracted to outside vendors.
- F.3.b CONTRACTOR shall provide nightly on-site security at the Interim Housing from 10:00 pm to 6:00 a.m., seven (7) days a week including weekends and holidays. Security may be provided by CONTRACTOR's staff or contracted to outside vendors.
- F.3.c CONTRACTOR shall provide the Interim Housing with onsite and/or on-call support coverage for scheduling gaps as needed, in coordination with the Soledad Police Department and the Interim Housing's services provider.
- F.4 CONTRACTOR, its employees, agents, third party consultants, general contractors, and any subcontractor(s) hired under this Agreement shall abide by confidentiality and non-discrimination provisions in accordance with Sections II and III of EXHIBIT D and by including the following language in the subcontract agreements:
 - F.4.a During the performance of this Agreement, CONTRACTOR and all subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in the California Government Code section 12940(a), either in CONTRACTOR and/or subcontractors' employment practices.
 - F.4.b CONTRACTOR and all subcontractors shall comply with all federal, state, and local laws and regulations which prohibit discrimination.
 - F.4.c CONTRACTOR and subcontractors shall ensure for the purpose of ERF-3-R evaluation to allow the State, and COUNTY and its officers, employees, agents, consultants, and contractors ("Parties") shall have the right to enter the Soledad Interim Housing during normal business hours to conduct work, inspections, investigations, in accordance with this Agreement.
- F.5 CONTRACTOR shall ensure all Interim Housing Project activities with any subcontractors including the modular unit provider, third party consultants, licensed general contractors, timelines, construction plans, operation schedules, shall be reported to the COUNTY Contract Manager as identified in Section C in regularly scheduled weekly project status meetings and documented in the quarterly project activities report.

G. ERF-3-R FINANCIAL OVERSIGHT AND ACCOUNTING

- G.1 CONTRACTOR shall ensure all development, program operations and objectives advance ERF-3-R's objective and fall under the ERF-3-R eligible use category for Interim Sheltering, with costs limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
 - G.1.a Restoration of the riverbed encampment site is not a permitted eligible use for ERF-3-R funds.
- G.2 CONTRACTOR shall collect data on **all eligible expenditures including subcontractor(s) invoices** in such a manner that all expenses are classified as Interim

SCOPE OF SERVICES/PAYMENT PROVISIONS

- Sheltering, utilizing the template approved by the COUNTY Contract Manager, **EXHIBIT E**.
- G.3 All proceeds from any interest-bearing account established by the CONTRACTOR or subcontractors for the deposit of ERF-3-R funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by the State and reported to the COUNTY in quarterly reporting defined in Section I of this Agreement.
 - G.4 CONTRACTOR and subcontractor(s) shall collaborate with COUNTY Contract Manager to prepare and submit all budget modifications to the State for review and ultimate approval.
 - G.5 CONTRACTOR shall execute all subcontractor agreements by June 30, 2025, and expend all funds by the expenditure deadline of June 30, 2027.
 - G.6 ERF-3-R shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health Safety Code Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, State guidance or directives, the Notice of Funding Availability under which the COUNTY (Grantee) applied, representations contained in the COUNTY's application, and the Purpose of the ERF-3-R Program.
 - G.7 CONTRACTOR nor their subcontractors and/or 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.
 - G.8 CONTRACTOR shall not use ERF-3-R to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.
 - G.9 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient funds are made available from State to the COUNTY for the administration of the services under this Agreement.
 - G.10 In the event ERF-3-R funding is terminated or reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with COUNTY to return any unused funds within thirty (30) days of written notice from the COUNTY.

H. MONITOR EXPENDITURES AND SERVICE PERFORMANCE

- H.1 CONTRACTOR shall inform the COUNTY Contract Manager of the failure to perform any component of this executed agreement and any executed SUBCONTRACTOR agreement, in accordance with the performance standards and compliance provisions defined in this Section and **Section I. of EXHIBIT D**.
 - H.1.a. CONTRACTOR may perform its duties and obligations hereunder with its own employees and/or by engaging consultants, contractors, and subcontractors and in accordance with the provisions outlined in Additional Provisions
 - H.1.b. CONTRACTOR shall be responsible for hiring, supervising, training, and terminating all of its employees and staff members performing any of the Services relating to the Interim Housing Project. The persons designated by CONTRACTOR as its representatives ("**Representatives**") shall represent

SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR as its agents and all written communications given to or by those Representatives shall be as if given to or by CONTRACTOR.

H.1.c. CONTRACTOR and its employees, agents, third party consultants, subcontractors, and general contractors shall at all times perform CONTRACTORS' obligations hereunder in a good and workmanlike manner. Any employee, agent, third party consultant, subcontractor or general contract performing work for the Interim Housing Project who, in the reasonable opinion of the COUNTY and in accordance with **Section IV. EXHIBIT D** does not perform its work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the COUNTY, be promptly removed from performing work on the Interim Housing Project.

H.1.d. CONTRACTOR shall fully comply with all applicable laws and regulations relating to Workers' Compensation Insurance (WCI), social security, unemployment insurance, hours of labor, wages, working conditions, other employer-employee related laws, including the California Labor Code, and the provisions listed in non-discrimination program requirements set forth in **Section III. of EXHIBIT D**, as applicable to CONTRACTOR'S employees, agents, third party consultants, subcontractors' and general contractors

H.2. CONTRACTOR shall participate in annual contract monitoring conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through issuance of a contract monitoring report provided by COUNTY Contract Monitor listed in Section C.

I. REPORTING

I.1. CONTRACTOR shall provide Interim Housing Project updates at regularly scheduled project status meetings to the COUNTY to ensure regular communication and oversight of the Interim Housing Project progress until the project is complete or June 30, 2027, whichever occurs first. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager listed in Section C.

I.2. CONTRACTOR shall submit quarterly reports on ERF-3-R expenditures with invoices and project activities addressing performance of activities as outlined in Section F. Description of Services and expenditures as outlined in the budget (**EXHIBIT F**) for the prior quarterly reporting period, to the COUNTY Contract Manager per the schedule below and using the Expenditure and Activity Report Template provided in **EXHIBIT E**.

I.3. Quarterly Expenditure and Activity Reporting Schedule:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 10, 2025	October 1 2024	December 31, 2024
April 10, 2025	January 1, 2025	March 31, 2025
July 10, 2025	April 1, 2025	June 30, 2025

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October 10, 2025	July 1, 2025	September 30, 2025
January 10, 2026	October 1, 2025	September 30, 2025
April 10, 2026	January 1, 2026	March 31, 2026
July 10, 2026	April 1, 2026	June 30, 2026
October 10, 2026	July 1, 2026	September 30, 2026
January 10, 2027	October 1, 2026	December 31, 2026
April 10, 2027	January 1, 2027	March 31, 2027
July 10, 2027	April 1, 2027	June 30, 2027
October 31, 2027	October 1, 2024	June 30, 2027

- I.4 CONTRACTOR shall submit contract monitoring report defined in Section H.2 to the COUNTY Contract Manager Monitor no later than July 10, 2025, July 10, 2026, and July 10, 2027, respectively.

J. PAYMENT PROVISIONS AND EXPENDITURE REPORTING INSTRUCTIONS

- J.1 The maximum amount payable by COUNTY to CONTRACTOR under the terms of this Agreement shall not exceed **one million nine hundred fifty-five thousand dollars and zero cents (\$1,955,000.00)** as set forth in the budget (**EXHIBIT F**).
- J.2 A pre-payment of **one million nine hundred fifty-five thousand dollars and zero cents (\$1,955,000.00)** shall be paid to the CONTRACTOR upon execution of this Agreement. This pre-payment will have a certified invoice, which will be approved by the COUNTY Homelessness Strategy and Initiatives Division, and is agreed upon now, in this Agreement, for all expenditure amounts claimed shall be offset against the pre-payment until all funds are exhausted or the term of the agreement has ended, whichever occurs first.
- J.3 CONTRACTOR shall submit original signed quarterly expenditure reports per the schedule as defined in Section I.3, reflecting expenditures for the reporting period and a reduction against the advanced amount to the COUNTY setting forth amounts expended with an itemized basis for the amounts claimed and such other information pertinent to the expense on the form set forth in **EXHIBIT E**. The COUNTY Contract Manager shall certify the expenditures for the claimed amounts or in such other amount as the COUNTY approves in conformity with this Agreement within (10) business days of receiving the report.
- J.3.a Allowable claims shall be the CONTRACTOR's actual costs of developing, supervising, and delivering services defined in Sections F, G.1 and G.2 under this Agreement. Only activities related to the expense categories listed in **EXHIBIT F** as contract expenses may be claimed as allowable claims.
- J.3.b Any request to change eligible use of funds defined in Section G.1 must be made in writing to the COUNTY Contract Manager listed in Section C.
- J.3.c If at any time during the term of this Agreement it is determined there will be unspent ERF-3-R funds, CONTRACTOR agrees to cooperate with COUNTY to

SCOPE OF SERVICES/PAYMENT PROVISIONS

return any unused funds within thirty (30) days of written notice from the COUNTY.

- J.3.d All ERF-3-R funds must be expended by CONTRACTOR by June 30, 2027.
- J.3.e The final quarterly expenditure report will be due no later than July 10, 2027, and final work product report due by October 31, 2027.

K. INDEMNIFICATION AND INSURANCE

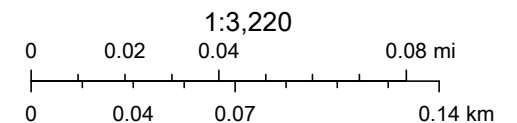
- K.1 CONTRACTOR shall indemnify and make whole the COUNTY should any funds be stolen, used in fraudulent activities, or not used for the purposes set forth in this Agreement.
- K.2 CONTRACTOR shall ensure that any subcontractor agreements for design professionals includes the indemnification provisions as set out in Section 8.0-8.03 of this Agreement to indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents.
- K.3 CONTRACTOR shall ensure that the subcontractor obtains and maintains commercial general liability insurance coverage, worker's compensation, auto and professional liability insurance for any services performed. Subcontractor shall meet the same insurance requirements as set out in Section 9.0 of this Agreement. The subcontractor shall be required to name County of Monterey, its officers, officials, employees, and volunteers as additional insured.

(End of EXHIBIT A)

City Limits and Nearby Properties



1/30/2023



Maxar, Microsoft, Esri Community Maps Contributors, California State Parks,
© OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

CITY OF SOLEDAD
PLANNING DIVISION

990 Los Coches Rd

City Owned Property

APN: 022-291-010-000 Parcel

Size-Acres: 6.94

Legend



-  Property of City of Soledad
-  Property Line

EXHIBIT C PROPERTY SITE MAP

 Property of City of Soledad

Google Earth

900 ft



EXHIBIT D**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE****ADDITIONAL PROVISIONS****I. PERFORMANCE STANDARDS & COMPLIANCE**

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

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

1.03 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.

1.04 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.

1.05 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.

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

1.07 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;

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**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
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- 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.

II. 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 Division of the County Administrative Office (CAO-HSI), 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.

III. 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.

3.01 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

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**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
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ADDITIONAL PROVISIONS

orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

3.02 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.

3.03 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 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);

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**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
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- **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

3.04 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.

3.05 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.

3.06 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.

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**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
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3.07 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.

3.08 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.

3.09 Binding on Subcontractors: The provisions of paragraphs 3.01 - 3.08 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.

IV. ADDITIONAL REQUIREMENTS

4.01 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.

4.02 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 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 4.02(b).

EXHIBIT D

**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
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- 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.

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

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

4.05 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.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its CITY MANAGER OF SOLEDAD 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.

5.02 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.

VI. 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.

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**HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
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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 CAO-HSI 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 Contact/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.

EXPENDITURE AND ACTIVITY REPORT TEMPLATE

EXHIBIT E

Agency Name and Address: **City of Soledad**
Agency Contract Administrator: Megan Hunter, City Manager
Email Address: mhunter@cityofsoledad.com
Direct Phone Number: 831-223-5043

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

Contract Term: **December 3, 2024 to June 30, 2027**
Contract Amount: **\$1,955,000.00**

Initial Payment Balance:	\$1,955,000.00
Unencumbered:	\$ 1,955,000.00
Unexpended:	\$ 1,955,000.00
To Date Expenses:	\$ -

Reporting Period:
Report Date:
Report Number:

Expenditure Table					
Expense Type	Eligible Use Category	Encumbered	Expended	Services Provided By:	Notes/Status Updates
Modular Units	Interim Sheltering			AMEG	

Total \$ - \$ -

Summary of Expenditure and Project Activities [Attach all subcontractor invoices and any other supporting documentation.]

Include Interim Housing Progress

Budget Modification Request: Y*/N *attach proposed budget.

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 ReportTitle

Authorizing Signature/Date

County Contract Manager Approval

BUDGET

January 7, 2025 to June 30, 2027

Agency Name: **CITY OF SOLEDAD – ERF-3-R PROGRAM**Project Description: **Development of a 16-bed non-congregate interim housing facility**

Expense Categories*	Amount
Development and Construction	\$ 1,655,000.00
Property Maintenance & Security (24 months)	\$ 300,000.00
Total Project Budget	\$ 1,955,000.00

Budget Narrative

Expense Categories Line-Item narrative

Development and Construction	Costs for the purchase of modular units, furniture, fixtures & equipment, site development, planning and design, permitting, entitlements, bonding, utility hookups, decking/grading/gravel to build a pet-friendly, non-congregate and relocatable interim housing facility that includes: 16 sleeping quarters, hygiene units, office units, a laundry unit, an intake/security unit, break room unit, outdoor common areas, area for pets, area for parking, bike racks and storage space for residents' belongings.
Property Management, Maintenance & Property Security	Costs for maintaining the Interim Housing Facility property management needs, including monthly utilities, basic maintenance, and repairs to units/appliances/plumbing, and for the provision of onsite security management from 10:00 p.m. to 6:00 a.m. 7-days a week, 365 days a year for up to 24 months.

*ERF-3-R Eligible Use Category	Eligible Use Description	Total Maximum Allowable Amount
Interim Sheltering	Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.	\$ 1,955,000.00

Program Code: ERFG2SOLED

Program Name: Soledad Encampment Resolution Funding Program