

County of Monterey

*Cinnamon Room
1441 Schilling Place, North Building
Salinas, Ca 93901*



Meeting Agenda

Friday, November 3, 2023

10:00 AM

Water Resources Agency Finance Committee

*John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis*

To participate in this Finance Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/92403510520>
OR to participate by phone call any of these numbers below:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push *9 on your keypad.

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4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at WRAPubliccomment@co.monterey.ca.us by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at

WRAPubliccomment@co.monterey.ca.us. In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: WRAPubliccomment@co.monterey.ca.us. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Finance Committee date and agenda number in the subject line.

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8. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to WRAPubliccomment@co.monterey.ca.us. The request should be made no later than noon on the Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Finanzas a través de los siguientes métodos:

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)

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924 0351 0520 PASSWORD: 404237 . Tenga en cuenta que no hay un Código de

participante, simplemente presionará # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:

Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a WRAPubliccomment@co.monterey.ca.us antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la

reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las

5:00 P.M. el Jueves antes de la reunión a: WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a WRAPubliccomment@co.monterey.ca.us (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

1. Approve the minutes of the Finance Committee meeting held on October 6, 2023.

Attachments: [Draft Finance Minutes October 6, 2023.](#)

Scheduled Items

2. Consider receiving the Monterey County Water Resources Agency September 2023 Financials.

Attachments: [WRA FY24 Financial Status Report Sep 30 2023](#)
[WRA Financial BFY2023-24 PPT](#)

3. Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

Attachments: [Board Report](#)
[Amendment No. 2](#)
[Original Agreement for Services](#)
[Funding Agreement](#)

Status Reports

4. • Grants Update

Attachments: [Grants Tracking](#)

Calendar

5. Set next meeting date and discuss future agenda items.

Adjournment



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 23-056

November 03, 2023

Introduced: 10/25/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Approve the minutes of the Finance Committee meeting held on October 6, 2023.

County of Monterey

*Cayenne Room
1441 Schilling Place, North Building
Salinas, Ca 93901*



Meeting Minutes

Friday, October 6, 2023

10:00 AM

Water Resources Agency Finance Committee

*John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis*

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9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

Call to Order

The meeting was called to order at 10:00a.m.

Roll Call

Present: John Baillie, Mark Gonzalez, Matthew Simis
Absent: Mike LeBarre

Public Comment

None

Committee Member Comments

None

Consent Calendar

Upon Motion by Matthew Simis, and Second by Mark Gonzalez the Committee approved the Consent Calendar of the Finance Committee.

Ayes: John Baillie, Mark Gonzalez, Matthew Simis
Noes: None
Absent: Mike LeBarre

1. Approve the minutes of the Finance Committee meeting held on August 4, 2023.

Attachments: [Draft Finance Minutes August 4, 2023](#)

Scheduled Items

2. Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving and authorizing the Auditor-Controller to:
 - a. Increase Fiscal Year (FY) 2023-24 appropriations by \$1,812,000 and revenue by \$1,212,000 to the Adopted Budget of Fund 112 (Pajaro), Appropriation WRA002, Unit 8484 to pay for increased operation needs; and
 - b. Increase FY 2023-24 appropriations in Fund 116 (Dam Operations), Appropriation WRA006, Unit 8485 by \$900,000 to transfer to Fund 112 Appropriation WRA002, Unit 8484 for repair expenses of the 2022-23 winter storm events.

Attachments: [Board Report](#)
 [FY24 Budget Amendment Fund 112 PPT](#)
 [Resolution](#)

Upon Motion by Matthew Simis, Second by Mark Gonzalez the Committee recommended that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution approving and authorizing the Auditor-Controller to: a. Increase Fiscal Year (FY) 2023-24 appropriations by \$1,812,000 and revenue by \$1,212,000 to the Adopted Budget of Fund 112 (Pajaro), Appropriation WRA002, Unit 8484 to pay for increased operation needs; and b. Increase FY 2023-24 appropriations in Fund 116 (Dam Operations), Appropriation WRA006, Unit 8485 by \$900,000 to transfer to Fund 112 Appropriation WRA002, Unit 8484 for repair expenses of the 2022-23 winter

storm events

Ayes: John Baillie, Mark Gonzalez, Matthew Simis

Noes: None

Absent: Mike LeBarre

3. Consider receiving the Monterey County Water Resources Agency August 2023 Financials.

Attachments: [WRA FY24 Financial Status Report Aug 31 2023](#)
 [WRA Financial BFY2023-24 PPT](#)

Upon Motion by Mark Gonzalez, Second by Matthew Simis the Committee received the Monterey County Water Resources Agency August 2023 Financials.

Ayes: John Baillie, Mark Gonzalez, Matthew Simis

Noes: None

Absent: Mike LeBarre

Calendar

4. Set next meeting date and discuss future agenda items.

Adjournment

The meeting adjourned at 10:27 a.m.



County of Monterey

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 23-058

November 03, 2023

Introduced: 10/27/2023

Current Status: Draft

Version: 1

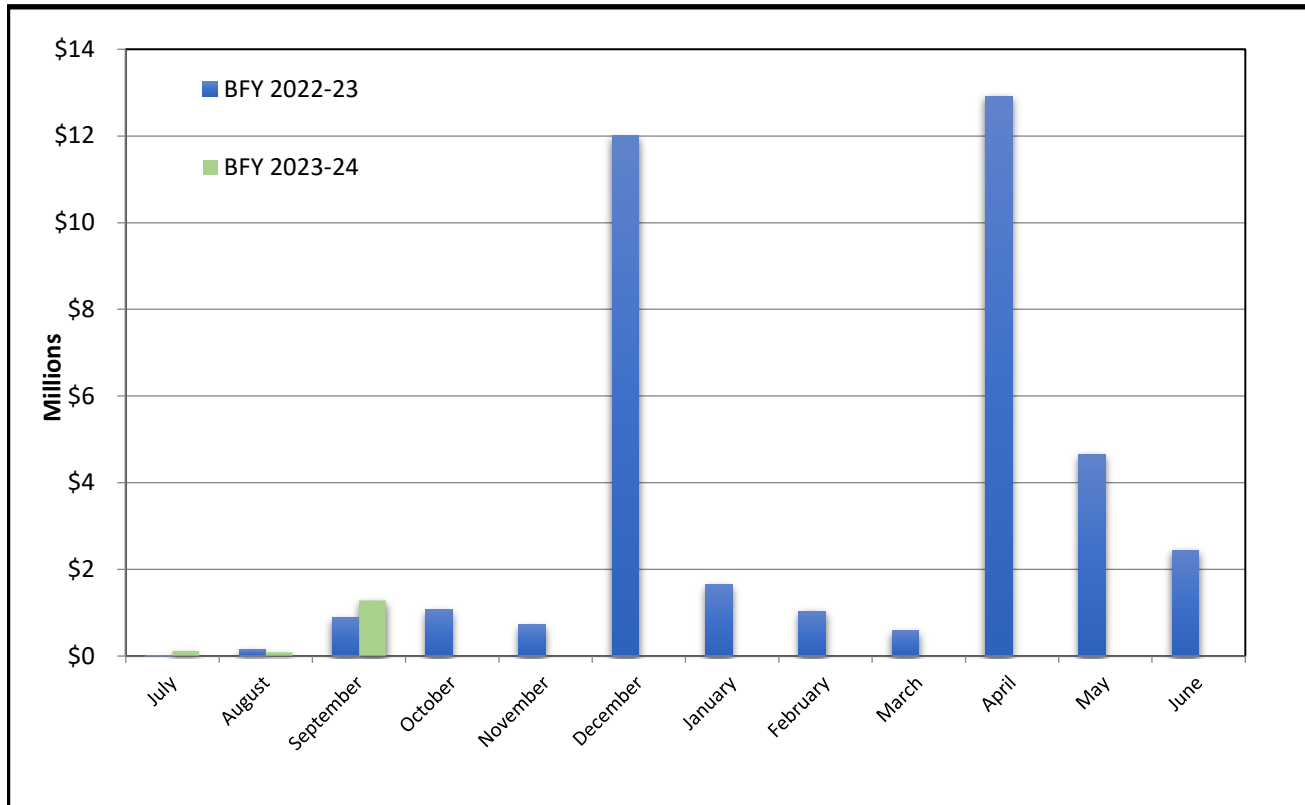
Matter Type: WRA Finance Item

Consider receiving the Monterey County Water Resources Agency September 2023 Financials.

Monterey County
Water Resources Agency
FY 2023-24 FINANCIAL STATUS REPORT

YTD Actual Revenues

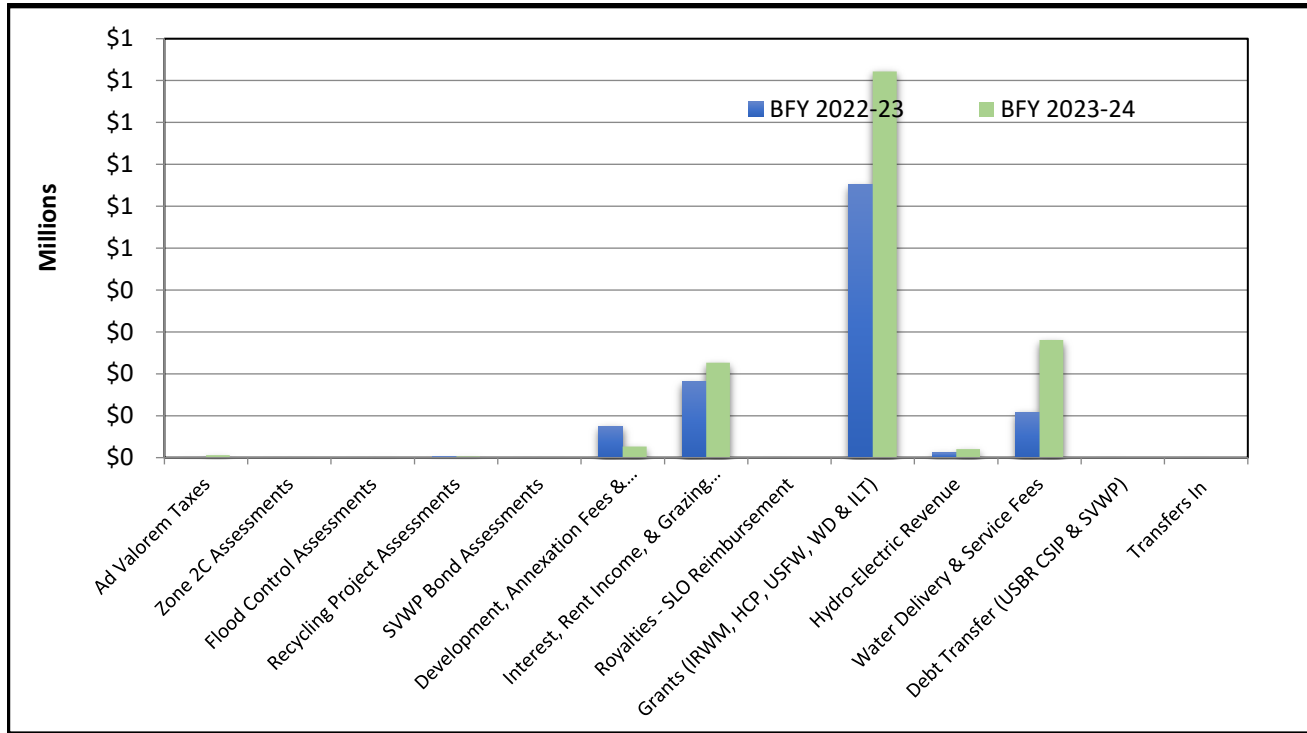
Month By Month Revenues				
	BFY 2022-23	% Received	BFY 2023-24	% Received
July	6,068	0.0%	114,716	0.2%
August	142,866	0.4%	90,494	0.4%
September	881,004	2.4%	1,282,256	3.0%
October	1,070,731	5.0%	-	
November	716,645	6.7%	-	
December	12,004,745	35.0%	-	
January	1,646,748	38.9%	-	
February	1,032,482	41.3%	-	
March	579,827	42.7%	-	
April	12,918,961	73.2%	-	
May	4,660,203	84.2%	-	
June	2,439,775	90.0%	-	
YEAR TO DATE ACTUAL:	38,100,055	90.0%	1,487,466	3.0%
ADOPTED BUDGET:	42,335,652		48,885,830	



YTD Revenues by Source

Monterey County
Water Resources Agency
FY 2023-24 FINANCIAL STATUS REPORT

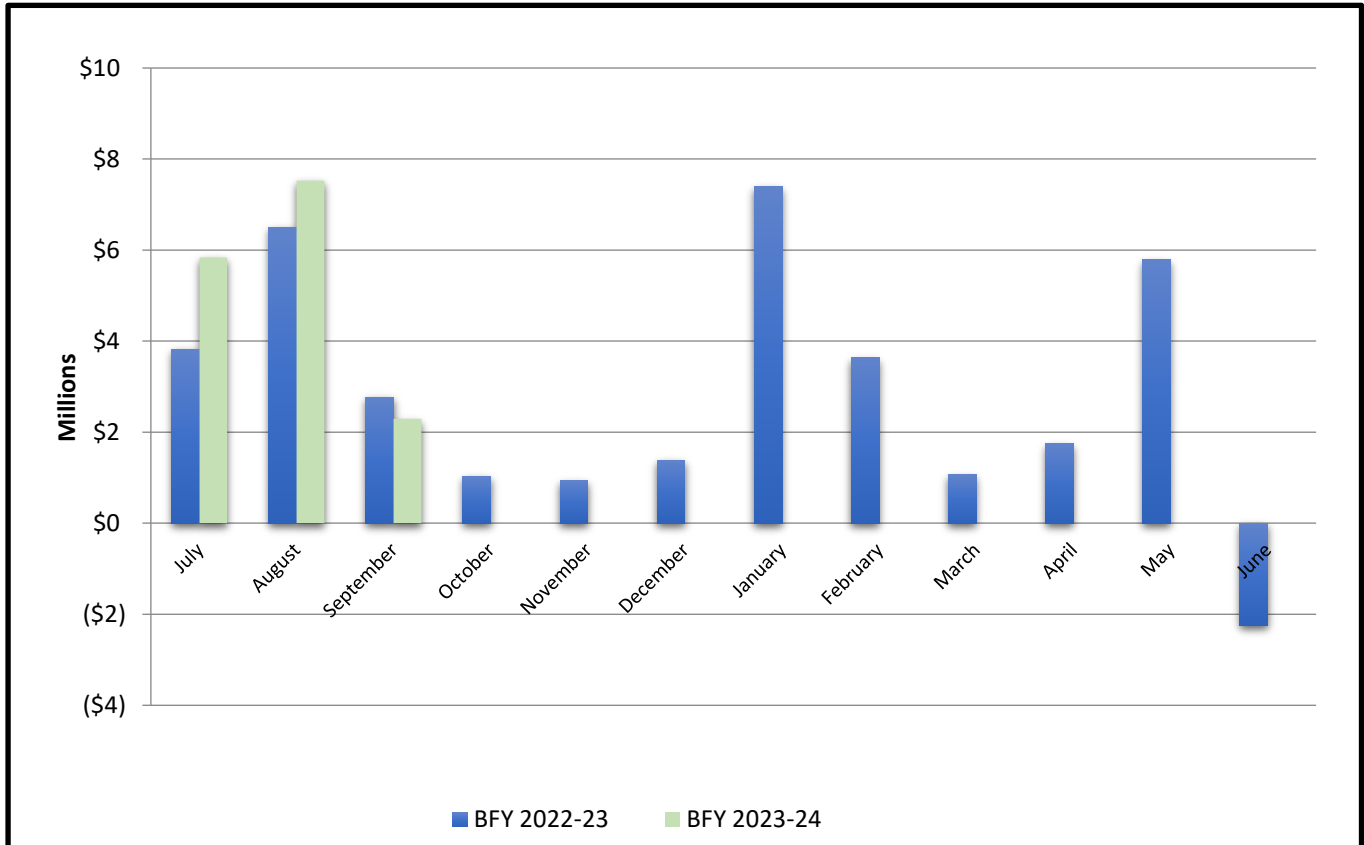
Through Accounting Period 03 - September 30		
	BFY 2022-23	BFY 2023-24
Ad Valorem Taxes	1,348	6,052
Zone 2C Assessments	0	786
Flood Control Assessments	0	975
Recycling Project Assessments	2,050	3,077
SVWP Bond Assessments	0	551
Development, Annexation Fees & Other	75,409	26,266
Interest, Rent Income, & Grazing Leases	180,914	226,878
Royalties - SLO Reimbursement	0	0
Grants (IRWM, HCP, USFW, WD & ILT)	650,846	921,509
Hydro-Electric Revenue	11,112	20,283
Water Delivery & Service Fees	108,258	281,090
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	0	0
YEAR TO DATE TOTAL:	1,029,937	1,487,466



Monterey County
Water Resources Agency
BFY 2023-24 FINANCIAL STATUS REPORT

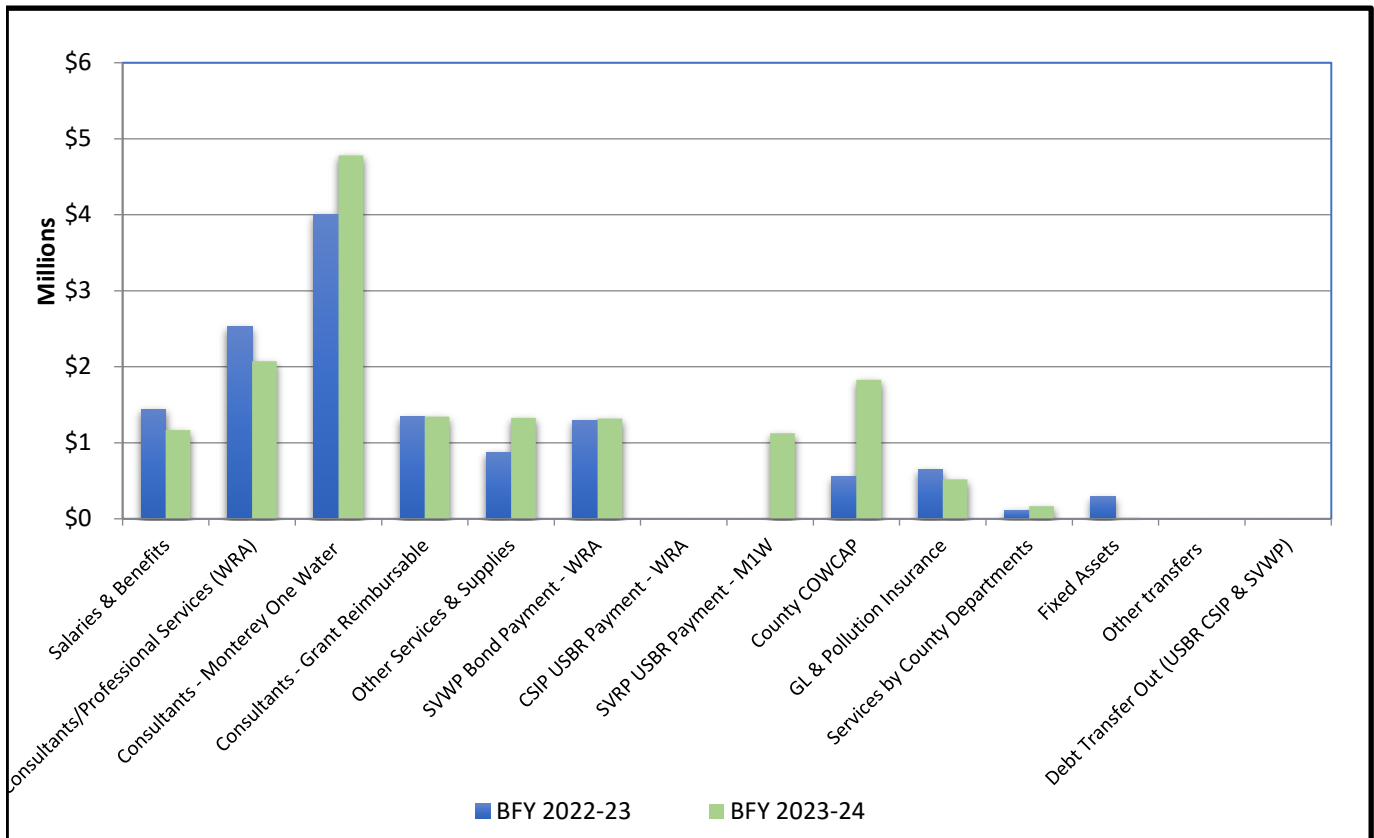
YTD Actual Expenditures

Month By Month Expenditures				
	BFY 2022-23	% Expended	BFY 2023-24	% Expended
July	3,826,260	8.0%	5,838,175	11.2%
August	6,506,256	21.5%	7,527,945	25.6%
September	2,770,110	27.3%	2,295,563	30.0%
October	1,029,596	29.4%	-	
November	935,997	31.3%	-	
December	1,383,500	34.2%	-	
January	7,396,513	49.6%	-	
February	3,634,020	57.2%	-	
March	1,060,889	59.4%	-	
April	1,743,934	63.0%	-	
May	5,791,093	75.0%	-	
June	(2,243,366)	70.4%	-	
YEAR TO DATE ACTUAL:	33,834,802	70.4%	15,661,683	30.0%
ADOPTED BUDGET:	48,072,295		52,148,209	



Monterey County
Water Resources Agency
BFY 2023-24 FINANCIAL STATUS REPORT
YTD Expenditures by Type

Through Accounting Period 03 - September 30		
	BFY 2022-23	BFY 2023-24
Salaries & Benefits	1,442,589	1,167,898
Consultants/Professional Services (WRA)	2,530,124	2,071,041
Consultants - Monterey One Water	4,009,798	4,778,657
Consultants - Grant Reimbursable	1,342,983	1,343,475
Other Services & Supplies	877,456	1,327,987
SVWP Bond Payment - WRA	1,299,919	1,318,419
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	1,125,272
County COWCAP	551,357	1,829,892
GL & Pollution Insurance	645,025	517,335
Services by County Departments	113,822	167,201
Fixed Assets	289,555	14,506
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
YEAR TO DATE TOTAL:	13,102,627	15,661,683



BFY 2023-24 WRA Fund Balances

For Month Ending: September 30, 2023

% Monthly Time Elapsed: 100.00%

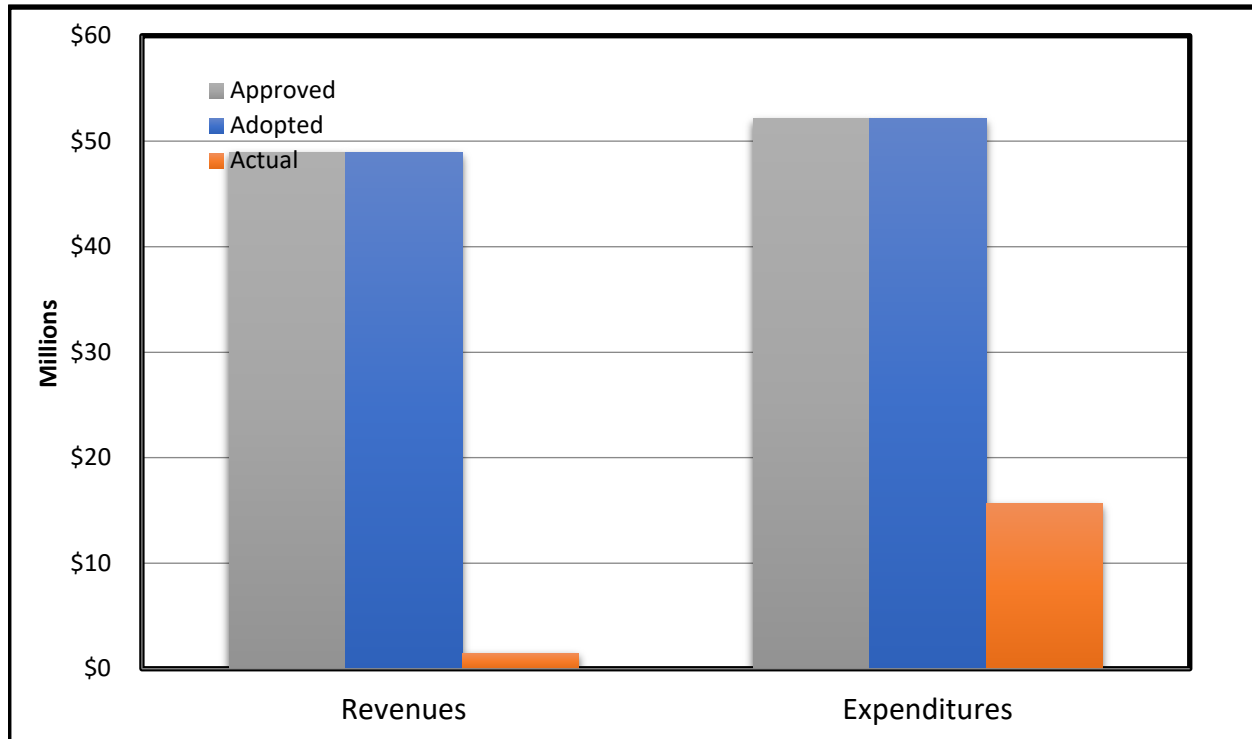
			APPROVED BUDGET				YEAR-TO-DATE					
Fund	Unit	Fund Name	**Estimate Beginning Fund Balance	Approved Budget Expenditures	Approved Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	2,533,679	5,374,265	4,909,517	2,068,931	1,201,771	22.4%	36,810	0.7%	1,368,718	111
112	8484	Pajaro Levee	(111,700)	1,828,108	1,231,673	(708,135)	1,485,891	81.3%	658,500	53.5%	(939,091)	112
116	8485	Dam Operations	2,368,478	14,124,383	15,548,422	3,792,517	3,157,664	22.4%	487,118	3.1%	(302,068)	116
121	8486	Soledad Storm Drain	237,642	147,903	106,435	196,174	40,336	27.3%	(3,312)	-3.1%	193,994	121
122	8487	Reclamation Ditch	1,464,970	2,648,376	2,650,886	1,467,480	505,764	19.1%	670	0.0%	959,877	122
124	8488	San Lorenzo Creek	33,340	51,518	47,249	29,071	15,993	31.0%	10	0.0%	17,357	124
127	8489	Moro Cojo Slough	572,372	610,407	240,667	202,632	40,905	6.7%	(3,284)	-1.4%	528,183	127
130	8490	Hydro-Electric Ops	1,457,439	975,726	789,656	1,271,369	276,271	28.3%	20,283	2.6%	1,201,451	130
131	8491	CSIP Operations	3,945,232	7,908,709	7,527,636	3,564,159	2,460,987	31.1%	31,617	0.4%	1,515,863	131
132	8492	SVRP Operations	2,343,677	6,394,009	5,060,202	1,009,870	2,515,318	39.3%	2,314	0.0%	(169,326)	132
134	8493	SRDF Operations	4,513,943	6,810,286	5,426,002	3,129,659	2,006,305	29.5%	256,037	4.7%	2,763,675	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,034,991	1,755,338	1,755,338	1,034,991	1,318,419	75.1%	704	0.0%	(282,724)	313
426	8495	Interlake Tunnel	767,077	1,851,181	1,924,147	840,043	636,061	34.4%	0	0.0%	131,017	426
TOTAL:			21,931,813	52,148,209	48,885,830	18,669,434	15,661,683	30.0%	1,487,466	3.0%	7,757,596	

**Beginning Fund balance of FY23, actual is not known

**MONTEREY COUNTY
WATER RESOURCES AGENCY
BFY 2023-24 FINANCIAL STATUS REPORT**

For Month Ending: September 30, 2023

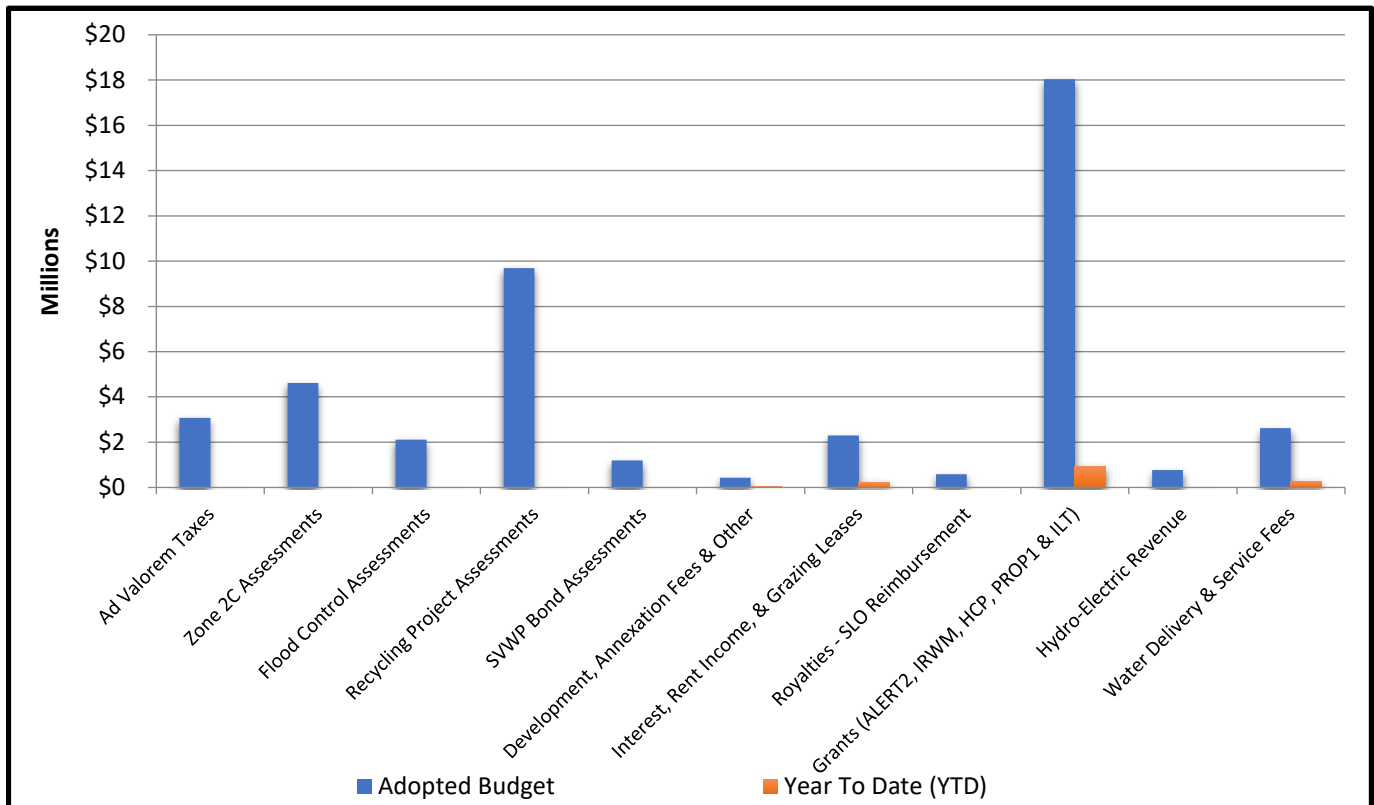
Budget Variance Analysis			
Category	Approved Budget	Adopted Budget	YTD Actual
Beginning Available Fund Balance	21,931,813	21,931,813	21,931,813
Revenues	48,885,830	48,885,830	1,487,466
Expenditures	52,148,209	52,148,209	15,661,683
Ending Available Fund Balance	18,669,434	18,669,434	7,757,596



**MONTEREY COUNTY
WATER RESOURCES AGENCY
BFY 2023-24 FINANCIAL STATUS REPORT**

Revenue Variance

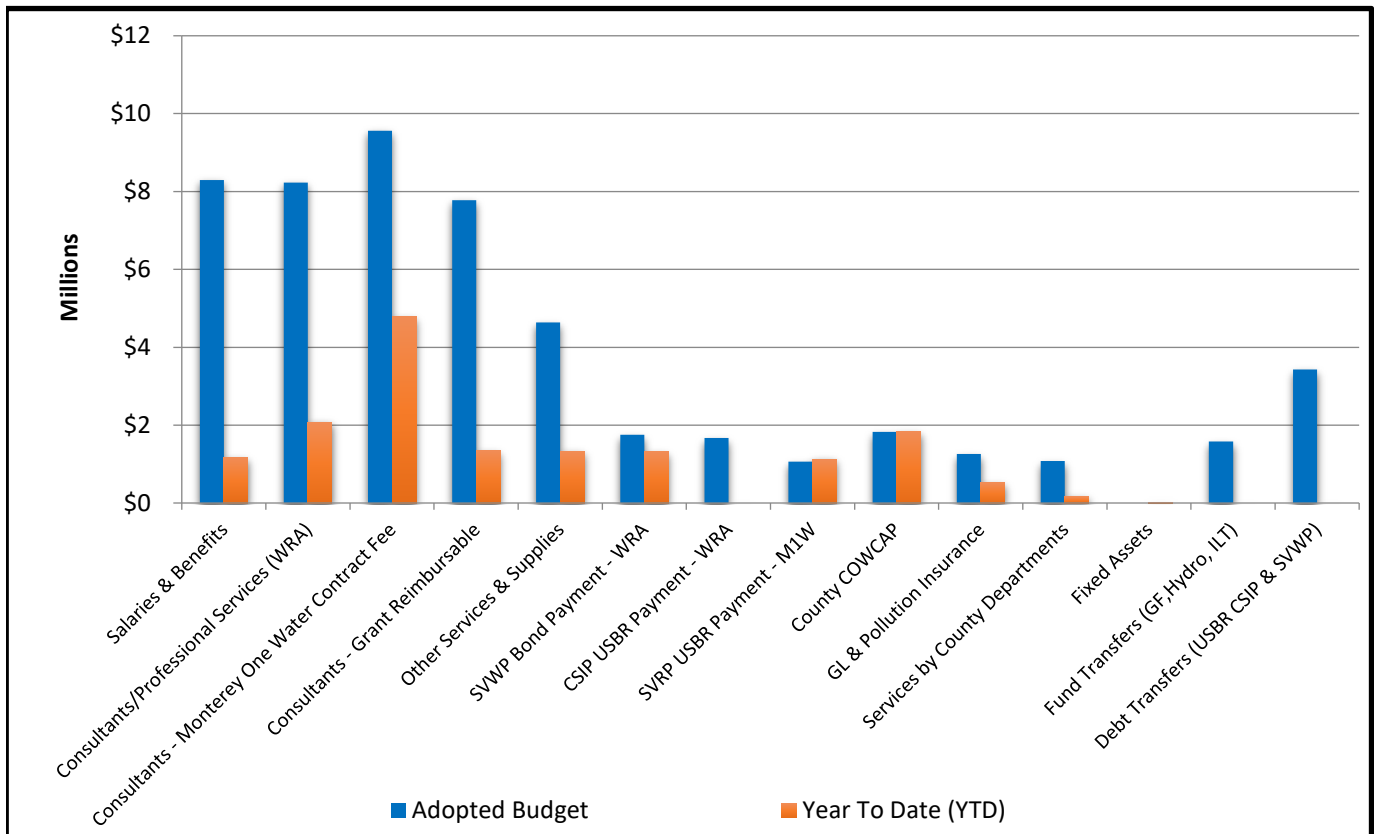
Revenue Variance by Source				
	Adopted Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Adopted
Ad Valorem Taxes	3,073,617	6.3%	6,052	0.2%
Zone 2C Assessments	4,619,495	9.4%	786	0.0%
Flood Control Assessments	2,116,008	4.3%	975	0.0%
Recycling Project Assessments	9,693,962	19.8%	3,077	0.0%
SVWP Bond Assessments	1,199,766	2.5%	551	0.0%
Development, Annexation Fees & Other	436,319	0.9%	26,266	6.0%
Interest, Rent Income, & Grazing Leases	2,302,866	4.7%	226,878	9.9%
Royalties - SLO Reimbursement	582,600	1.2%	0	0.0%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	18,029,290	36.9%	921,509	5.1%
Hydro-Electric Revenue	772,856	1.6%	20,283	2.6%
Water Delivery & Service Fees	2,621,654	5.4%	281,090	10.7%
Transfers In (116-CAMP, Hydro)	1,769,397	3.6%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	1,668,000	3.4%	0	0.0%
TOTAL:	48,885,830	100.0%	1,487,466	3.0%



Expenditure Variance

**MONTEREY COUNTY
WATER RESOURCES AGENCY
BFY 2023-24 FINANCIAL STATUS REPORT**

Expenditure Variance by Type				
	Adopted Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Adopted
Salaries & Benefits	8,297,215	15.9%	1,167,898	14.1%
Consultants/Professional Services (WRA)	8,231,361	15.8%	2,071,041	25.2%
Consultants - Monterey One Water Contract Fee	9,557,314	18.3%	4,778,657	50.0%
Consultants - Grant Reimbursable	7,776,716	14.9%	1,343,475	17.3%
Other Services & Supplies	4,634,880	8.9%	1,327,987	28.7%
SVWP Bond Payment - WRA	1,755,338	3.4%	1,318,419	75.1%
CSIP USBR Payment - WRA	1,668,000	3.2%	0	0.0%
SVRP USBR Payment - M1W	1,063,000	2.0%	1,125,272	105.9%
County COWCAP	1,828,247	3.5%	1,829,892	100.1%
GL & Pollution Insurance	1,260,386	2.4%	517,335	41.0%
Services by County Departments	1,082,110	2.1%	167,201	15.5%
Fixed Assets	-	0.0%	14,506	0.0%
Fund Transfers (GF,Hydro, ILT)	1,581,304	3.0%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,426,338	6.6%	0	0.0%
TOTAL:	52,162,209	100.0%	15,661,683	30.0%







TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
BFY 2023-24 Financial Status Report
through September 30, 2023.



BFY24 YTD Actual Revenues

Revenue as of September 30, 2023

1,487,466

Revenue Source	Amount	% Received
Ad-Valorem	6,052	0.4%
Assessments	5,388	0.4%
Permits, Fees and Other Fees	12,952	0.9%
Interest, Rent Income, & Grazing Leases	226,878	15.3%
Royalties - SLO Reimbursement	0	0.0%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	921,509	62.0%
Hydro-Electric Revenue	20,283	1.4%
Water Delivery & Service Fees	281,090	18.9%
Fund Transfers In	0	0.0%
Other Revenue	13,314	0.9%
Fund Transfer (Debt Payments)	0	0.0%
Total	1,487,466	

FY24 Actual Revenues

Revenue as of August 01, 2023	\$205,210
Revenue as of September 30, 2023	\$1,487,466
Difference (Increase)	\$1,282,256

Revenue Source	Amount
Ad-Valorem	16,934
Assessments	13,282
Permits, Fees and Other Fees	7,574
Interest, Rent Income, & Grazing Leases	31,576
Royalties - SLO Reimbursement	0
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	921,509
Hydro-Electric Revenue	18,779
Water Delivery & Service Fees	279,590
Fund Transfers In	0
Other Revenue	(6,989)
Fund Transfer (Debt Payments)	0
Total	1,282,256

Revenue Variance

Budgeted Revenue	\$48,885,830
Revenue as of September 30, 2023	\$1,487,466
Variance (Shortage)	(\$47,398,364)

Revenue Source	Amount	Reason
Ad-Valorem	(3,067,565)	0.2% received
Assessments	(17,623,843)	0% received
Permits, Fees and Other Fees	(215,367)	5.7% received
Interest, Rent Income, & Grazing Leases	(528,650)	30.0% received
Royalties - SLO Reimbursement	(582,600)	0% received
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(17,107,781)	5.1% received
Hydro-Electric Revenue	(752,573)	2.6% received
Water Delivery & Service Fees	(2,340,564)	10.7% received
Fund Transfers In	(1,769,397)	0% received
Other Revenue	13,314	
Fund Transfer (Debt Payments)	(3,423,338)	0% received
Total	(47,398,364)	3.0% budgeted

BFY24 YTD Expenditures

Expenditures as of September 30, 2023

\$15,661,683

Expenditure Source	Amount	% Expended
Salaries & Benefits	\$1,167,898	7%
Consultants/Other Professional Services	\$2,071,041	13%
Monterey One Water Contract Fee	\$4,778,657	31%
GRANT - Consultants/Professional Services	\$1,343,475	9%
SVWP Bond Payment - WRA	\$1,318,419	8%
CSIP USBR Payment - WRA	\$0	0%
SVRP USBR Payment - M1W	\$1,125,272	7%
Other Charges - COWCAP	\$1,829,892	12%
GL & Pollution Insurance	\$517,335	3%
County Department Charges	\$167,201	1%
Other Services and Supplies	\$1,327,987	8%
Fixed Assets	\$14,506	0%
Fund Transfer Out	\$0	0%
Transfer - Debt Payments	\$0	0%
Total	\$15,661,683	



Notable Expenses

Consultants/Other

\$2,071,041

Significant Vendor(s) as follows:

Fund 111

- ❑ **ICF** Salinas River Lagoon Consulting Svc, **\$110K**
- ❑ **Fieldman Rolapp & Associates:** Auditing Svc, **\$80K**

Fund 116

- ❑ **Aecom:** Naci & S.A. dam seismic stability svc, **\$90K**, surveillance svc, **\$74K**
- ❑ **ICF:**HCP Salinas River Management Plan, **\$500K**
- ❑ **Granite Rock:** Nacimiento Dam spillway emergency repairs proj., **\$100K**
- ❑ **GEI Consultants:** Naci mitigation work \$20K, Naci FERC Part 12D/14R, **\$40K**
- ❑ **Moffett & Nichol:** Bridge engineering svc, **\$46.7K**
- ❑ **John Hollenbeck:** Project management svc for Naci hydroplant & S.A. spillway, **\$44K**
- ❑ **JWC & Welding:** Welding services, **\$50K**
- ❑ **Fishbio:** Fish monitoring svc for Salinas Lagoon, Naci, and Arroyo Seco rivers, **\$90K**
- ❑ **RCD:** Physical assessments & biological function monitoring, **\$44.5K**



Notable Expenses- Continued

Consultants/Other

\$2,071,041

Fund 122

- ❑ **Bunker & Sons:** Services for aggregate material rec ditch, **\$30K**
- ❑ **JM Electric:** Reclamation Ditch/CSIP/Upper & Lower Merritt, **\$27K**

Fund 130

- ❑ **Power Systems:** Hydroelectric Plant Testing, **\$35K**
- ❑ **Viasyn:** Nacimiento Hydro Plant - Utility Mangement svc, **\$30K**

Fund 134

- ❑ **E2 Consulting Engineers:** SRDF: hydraulic modeling and engineering services, **\$430K**

FY24 Actual Expenditures

Expenditures as of August 01, 2023	\$13,366,120
Expenditures as of September 30, 2023	\$15,661,683
Difference (Increase)	\$2,295,563

Expenditure Source	Amount
Salaries & Benefits	\$409,804
Consultants/Other Professional Services	\$200,510
Monterey One Water Contract Fee	\$0
GRANT - Consultants/Professional Services	\$277,489
SVWP Bond Payment - WRA	\$0
CSIP USBR Payment - WRA	\$0
SVRP USBR Payment - M1W	\$1,125,272
Other Charges - COWCAP	\$0
GL & Pollution Insurance	\$576
County Department Charges	\$19,429
Other Services and Supplies	\$247,977
Fixed Assets	\$14,506
Fund Transfer Out	\$0
Transfer - Debt Payments	\$0
Total	\$2,295,563

BFY23 vs BFY24 Comparison

Expenditures as of September 30, 2022 \$13,102,627

Expenditures as of September 30, 2023 \$15,661,683

Difference (Increase) **\$2,559,056**

Expenditure Source	Reason	
Salaries & Benefits	Decrease	(274,691)
Consultants/Other Professional Services	Decrease	(459,083)
Monterey One Water Contract Fee	Increase	768,859
GRANT - Consultants/Professional Services	Increase	493
SVWP Bond Payment - WRA	Increase	18,500
CSIP USBR Payment - WRA		0
SVRP USBR Payment - M1W	Increase	1,125,272
Other Charges - COWCAP	Increase	1,278,535
GL & Pollution Insurance	Decrease	(127,690)
County Department Charges	Increase	53,380
Other Services and Supplies	Increase	450,531
Fixed Assets	Decrease	(275,049)
Fund Transfer Out		0
Transfer - Debt Payments		0
Total	Increase	2,559,056

Expenditure Variance

Budgeted Expenditures	\$52,148,209
Expenditures as of September 30, 2023	\$15,661,683
Difference (Shortage)	(\$36,486,526)

Expenditure Source	Amount	Note
Salaries & Benefits	(7,129,317)	14.1% budgeted
Consultants/Other Professional Services	(6,160,320)	25.2% budgeted
Monterey One Water Contract Fee	(4,778,657)	50.0% budgeted
GRANT - Consultants/Professional Services	(6,422,241)	17.3% budgeted
SVWP Bond Payment - WRA	(436,919)	Payments made in Sep & Mar
CSIP USBR Payment - WRA	(1,668,000)	Payments made in March
SVRP USBR Payment - M1W	62,272	Payments made in March
Other Charges - COWCAP	1,645	
GL & Pollution Insurance	(743,051)	41% budgeted
County Department Charges	(914,909)	15.5% & clearing account
Other Services and Supplies	(3,306,893)	28.7% budgeted
Fixed Assets	14,506	
Fund Transfer Out	(1,581,304)	Majority performed at YE
Transfer - Debt Payments	(3,423,338)	
Total	(36,486,526)	30.0% Budgeted

BFY 2023-24 WRA Fund Balances

For Month Ending: September 30, 2023

% Monthly Time Elapsed: 100.00%

Fund	Unit	Fund Name	APPROVED BUDGET				YEAR-TO-DATE				Estimated Current Fund Balance	Fund
			**Estimate Beginning Fund Balance	Approved Budget Expenditures	Approved Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received		
111	8267	WRA Administration	2,533,679	5,374,265	4,909,517	2,068,931	1,201,771	22.4%	36,810	0.7%	1,368,718	111
112	8484	Pajaro Levee	(111,700)	1,828,108	1,231,673	(708,135)	1,485,891	81.3%	658,500	53.5%	(939,091)	112
116	8485	Dam Operations	2,368,478	14,124,383	15,548,422	3,792,517	3,157,664	22.4%	487,118	3.1%	(302,068)	116
121	8486	Soledad Storm Drain	237,642	147,903	106,435	196,174	40,336	27.3%	(3,312)	-3.1%	193,994	121
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124	8488	San Lorenzo Creek	33,340	51,518	47,249	29,071	15,993	31.0%	10	0.0%	17,357	124
127	8489	Moro Cojo Slough	572,372	610,407	240,667	202,632	40,905	6.7%	(3,284)	-1.4%	528,183	127
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131	8491	CSIP Operations	3,945,232	7,908,709	7,527,636	3,564,159	2,460,987	31.1%	31,617	0.4%	1,515,863	131
132	8492	SVRP Operations	2,343,677	6,394,009	5,060,202	1,009,870	2,515,318	39.3%	2,314	0.0%	(169,326)	132
134	8493	SRDF Operations	4,513,943	6,810,286	5,426,002	3,129,659	2,006,305	29.5%	256,037	4.7%	2,763,675	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,034,991	1,755,338	1,755,338	1,034,991	1,318,419	75.1%	704	0.0%	(282,724)	313
426	8495	Interlake Tunnel	767,077	1,851,181	1,924,147	840,043	636,061	34.4%	0	0.0%	131,017	426
TOTAL:			21,931,813	52,148,209	48,885,830	18,669,434	15,661,683	30.0%	1,487,466	3.0%	7,757,596	

**Beginning Fund balance of FY23, actual is not known





TODAY'S ACTION

Receive the Monterey County
Water Resources Agency
BFY 2023-24 Financial Status Report
through September 30, 2023.







County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 23-059

November 03, 2023

Introduced: 10/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

RECOMMENDATION:

It is recommended that the Finance Committee:

Recommend that the Board of Directors approve Amendment No. 2 to the Agreement for Services between Monterey County Water Resources Agency and Don Chapin Company, Inc. to increase the dollar amount by \$200,000 for a new contract total not to exceed \$385,000 for maintenance and repairs to Monterey County Water Resources Agency facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

On January 2, 2023, the Monterey County Water Resources Agency (Agency) entered into an agreement for services (Agreement) with Don Chapin Co., Inc. (Don Chapin) to provide equipment, material and labor for maintenance and repairs to Agency facilities during and after storm events. This was in response to severe winter storms that began on December 27, 2022, and continued through January of 2023. The labor, equipment and materials were critical to the emergency responses required during and after these events.

Additional severe winter storms impacted Agency facilities in early March 2023 and on March 31 the Agency executed Amendment No. 1 to the Agreement to increase the amount payable by \$85,000 to a not-to-exceed total of \$185,000, and continued storm related activities under the emergency contracting authority.

Don Chapin was secured in January and March 2023, as the contractor to provide services on a Time & Materials (T&M) basis and have expended \$182,565.01 of the contract. Additional services are necessary from Don Chapin to continue work and make necessary repairs at an impacted project site along the Reclamation Ditch near Casentini and North Main Streets in the City of Salinas (City). The Agency was selected by the City as a subrecipient to provide services and staff to repair damages to facilities prior to the upcoming rainy season. The fiscal year 2022-2024 funding agreement between the City and the Agency awarded compensation of services not to exceed \$122,833.75 to support sustained restoration of encampment sites to their intended or original state along the reclamation ditch canal. Therefore, an amendment is necessary for the Agency to continue contracting services with Don

Chapin for facility repair work.

Activities related to this action meet the Agency's Strategic Plan Goal A: Infrastructure Maintenance.

OTHER AGENCY INVOLVEMENT:

City of Salinas, California Interagency Council on Homelessness, County Counsel. The Board of Directors approved the Funding Agreement (22ERF06) between the City of Salinas and Agency at its April 2023 meeting and, authorized the General Manager to execute the Agreement.

FINANCING:

There is sufficient appropriation in the Adopted FY23-24 Budget Unit 122 to fund this agreement and expenses will be submitted to City of Salinas for reimbursement once work is completed.

Prepared by: Jennifer Bodensteiner, Associate Hydrologist (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Amendment No. 2
2. Original Agreement for Services
3. Funding Agreement Number 22ERF06 between City of Salinas and MCWRA



County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers

168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 23-059

November 03, 2023

Introduced: 10/27/2023

Current Status: Agenda Ready

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Attachments:

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2. Original Agreement for Services
3. Funding Agreement Number 22ERF06 between City of Salinas and MCWRA

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Don Chapin Company, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 2, 2023 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a revised Exhibit A – Scope of Work and a dollar increase of \$85,000.00 for a total contract amount not to exceed \$385,000.00 to continue providing services identified in the agreement;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 1, "Employment of CONTRACTOR" to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in **Exhibit A - REVISED**, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in **Exhibit A - Revised**

2. Amend Section 3, "Payment to CONTRACTOR; maximum liability" to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Three hundred and eighty five thousand dollars and no cents (\$385,000.00).**

Original Agreement	\$ 85,000.00
Amendment No. 2	\$100,000.00
Amendment No. 1	<u>\$200,000.00</u>
Total	\$385,000.00

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR: Don Chapin Co. Inc.

By: _____
Ara Azdherian
General Manager

By: _____
Caroline Chapin
Executive Vice President

Date: _____

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Corporate Secretary

By: _____
Assistant County Counsel

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

EXHIBIT A – REVISED SCOPE OF WORK

Services to be provided by contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resources Agency facilities during and after storm events, and for restoration, as directed by WRA personnel.

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co., Inc., a California Corporation hereinafter called "CONTRACTOR".

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
 - (a) The scope of work is briefly described and outlined as follows:
 Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees 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.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on January 2, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is
 One hundred thousand dollars no cents _____,

(\$ 100,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's

action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 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 Agency's Contact, 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 Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 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.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency 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 Agency 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required

endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, 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 at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency 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 Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, 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 shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation 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 harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique

qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties 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 exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, 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.
23. 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.
24. 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.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be
Caroline Chapin

Agency's designated administrator of this Agreement shall be
Charles Lingenfelter

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:


TO AGENCY	TO CONTRACTOR
Name: Charles Lingenfelter	Name: The Don Chapin Company, Inc. attn: Caroline Chapin
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road Salinas, CA 93907
Telephone: 831.755.4860	Telephone: 831-449-4273
Fax: 831.424.7935	Fax:
E-Mail: lingenfelterca@co.monterey.ca.us	E-Mail: cchapin@donchapin.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Payment Provisions
Exhibit C - Deliverables
Exhibit D -
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:


**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: DocuSigned by:

631A724G33274DD...
Lew Bauman
Interim General Manager

2/17/2023 | 4:22 PM PST


Date: 1/25/2023

CONTRACTOR: McDon Chapin Co., Inc.

BY: 
Type Name: Caroline D. Chapin

Title: Executive Vice President

Date: 1/25/2023

BY: 
Type Name: Rosalinda Pollock

Title: Corporate Secretary

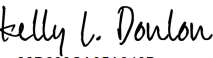
Date: 1/25/2023


* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

(The Don Chapin Co., Inc.)
Agreement/Amendment No # ()

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:

 22D090CA05A940B...
 Assistant County Counsel

DocuSigned by:

 A59152F49ADC476...
 Administrative Analyst

Dated: 1/26/2023 | 10:15 AM PST

Dated: 1/27/2023 | 9:59 AM PST

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: 1/27/2023 | 9:49 AM PST

¹ Approval by County Counsel is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

EXHIBIT A**SCOPE OF WORK/WORK SCHEDULE**

Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel. Work to be performed on a time and material basis.

EXHIBIT B
PAYMENT PROVISIONS

Labor Rates: will be in accordance with general prevailing wage rates.

Equipment Rates: will be in accordance with current Cal-trans equipment rental rates.

Materials: to be provided on a cost basis plus mark up (current mark up rates per Cal-trans).

EXHIBIT C

DELIVERABLES

Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report
one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

FISCAL YEAR 2022-24
ENCAMPMENT RESOLUTION
FUNDING PROGRAM
FUNDING AGREEMENT BETWEEN
THE CITY OF SALINAS AND
MONTEREY COUNTY WATER
RESOURCES AGENCY (MCWRA)



This is an official document.
Do not make any changes to this document EXCEPT to modify your signature block on the last page as needed.

FISCAL YEAR 2022-24
ENCAMPMENT RESOLUTION FUNDING PROGRAM
FUNDING AGREEMENT BETWEEN CITY OF SALINAS
AND
MOTEREY COUNTY WATER RESOURCES AGENCY
FOR THE
SUSTAINABLE OUTCOMES

Agreement Number: 22ERF06

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**FISCAL YEAR 2022-24
ENCAMPMENT RESOLUTION FUNDING PROGRAM
FUNDING AGREEMENT BETWEEN CITY OF SALINAS
AND
MOTEREY COUNTY WATER RESOURCES AGENCY
FOR THE
SUSTAINABLE OUTCOMES**

Agreement Number: 22ERF06

This Encampment Resolution Funding (ERF) Agreement (Agreement), made and entered into this 1ST day of February 2023, by and between the City of Salinas, a charter city and municipal corporation, (City), and, **Monterey County Water Resource Agency (MCWRA)**, a California local government corporation, (Subrecipient).

RECITALS

WHEREAS, The California Interagency Council on Homelessness released the request for applications for the Encampment Resolution Fund (ERF) Program on October 29, 2021, with a total estimated available funding of \$47,000,000; and

WHEREAS, The ERF Program seeks to fund local demonstration projects that provide services to address the immediate crisis of experiencing unsheltered homelessness in encampments, to support people living in encampments onto paths to safe and stable housing and result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter; and

WHEREAS, The City of Salinas Community Development Department submitted a proposal on December 31, 2021, requesting \$4,079,416.72, to address homeless encampments and the environmental impacts along a milelong stretch of land along multiple waterways including Natividad, Alisal and Gabilan Creeks; and

WHEREAS, On February 25, 2022, the California Interagency Council on Homelessness ERF Program provided the City with a “Notice of Intent to Award” funds in the amount of \$4,079,416.72 to the City of Salinas; and

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties hereto agree as follows:

PART I - AGREEMENT

Section 1. Definitions (as used in this Agreement)

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (i), shall have the same meaning when used herein:

- a. “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- b. “Cal ICH” means the California Interagency Council on Homelessness created pursuant to Section 8257 of the Welfare and Institutions Code.

- c. "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- d. "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- e. "Program" means the Encampment Resolution Funding program established pursuant to this Agreement.
- f. "ERF" means Encampment Resolution Funding.
- g. "Subrecipients" are entities that receive subawards to carry out part of the Program.

Section 2. Term

This Agreement shall commence on March 1, 2023, and expires on June 30, 2024, unless suspended or terminated sooner pursuant to the terms of this Agreement. This Agreement may not be extended beyond the term set forth in this section, unless extended in writing by both parties upon written notice.

Subrecipients shall submit a Final Report by July 10, 2024. The Final Report will include programmatic, fiscal data, program outputs and outcomes in City Data Services (CDS) www.citydataservices.net. The City will review submitted Final Report and collaborate with Subrecipient to cure any deficiency by July 10, 2024. Any funds not expended by June 30, 2024, shall be returned to the City pursuant to California Health and Safety Code §50253(c).

Section 3. Scope of Service

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in (Exhibit B), the Program has two, interdependent objectives. First, the City will implement ERF funded local demonstration projects. Second, in close partnership with the Subrecipient, the City will evaluate the manner and outcomes of this implementation.

Subrecipients will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, Agency guidance or directives, and the requirements per the authorizing statutes.

Provisions. Prior to fully executing this agreement, Subrecipients must standardize their budget using the CDS Agreement Source.

Because of the legislative intent to share scalable and replicable encampment resolution models, Subrecipients are expected to be in close partnership with the City. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Monthly reporting requirements are detailed below in (Sections 6 - 8) Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in (Section 2.) Effective Date, Term of Agreement, and Deadlines.

The City maintains sole authority to determine if a Subrecipient is acting in compliance with the program objectives and may direct Subrecipients to take specified actions or risk breach of this

Agreement. Subrecipients will be provided reasonable notice and the City's discretion in making these determinations is absolute and final.

Section 4. Funding

Subrecipient shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B – Scope of Work and Additional Goals.

The funds to be used by the Subrecipient for the payments to Subrecipient hereunder are ERF funds received under a grant from CAL ICH.

- a. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to Subrecipient under this Agreement for services rendered shall not exceed **\$122,833.75.**
- b. **Use of ERF Funds:** These eligible uses and activities must be consistent with Health and Safety Code (HSC) Section 50250 - 50254, other applicable laws, the terms and conditions of this Agreement, the City's guidance or directives, and the Purpose of the Program. Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needed and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Program funds shall not be expended on Ineligible Cost as detailed in subsection (h), below.

- c. **Method of Payment:** City will provide advance payment for estimated program costs of up to six months covered by this Agreement upon approved six months projected expenses and submission of Subrecipient invoice. Subrecipient will continue to submit monthly supporting documentation of actual expenses during the six-month period of advance payment. Supporting documentation will be submitted electronically through an "Expense Report" to the City's online data management system (www.citydataservices.net).

Supporting documentation will indicate the breakdown of expenditures consistent with Subrecipient's budget included agreement source. All costs shall be supported by properly executed invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and purpose of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this

Agreement shall be clearly identified and readily accessible upon request by City and Cal ICH, or designated agents thereof.

City will evaluate Subrecipient's expenditure performance of the advanced payment covered by this Agreement at which time the Subrecipient may request an additional advanced payment of up to six months once it has been exhausted. Or the Subrecipient may request addition time to spend the initial advanced payment.

d. **Financial Management and Accounting Standards:**

Subrecipient shall request funds only for authorized budget item(s) and the request shall be approved by City's Planning Manager (Housing Division) or his or her designee prior to payment. Payment requests are due on the tenth (10th) **day of each month. Agencies that miss City submittal deadlines more than two times in one fiscal year shall be disqualified from submitting a funding proposal for the following year per the Public Services Funding Parameters adopted by Salinas City Council on May 21, 2013.** Payments shall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted electronically. "Expense Report" submitted incorrectly or without the "Activity Report" shall be returned to Subrecipient by City. Funding shall only be provided for expenses incurred or services provided during the period commencing February 1, 2023 and ending June 30, 2024. **Payment requests received by City after July 10, 2024, need not be considered for payment.**

If any portion of the approved funding is neither expended nor encumbered by June 30, 2024, the allocation shall be correspondingly reduced, and the funds made available for other eligible ERF activities as determined in the City's Standard Agreement and any amendment thereto. In order to ensure compliance with the federal regulations concerning timely expenditure of the City's FY 2022-24 ERF Grant the abovementioned project shall be completed within the timeframes specified in the project term (Section 2).

The Subrecipient may request an extension for the completion of the proposed scope of work. The Extension Request may only be approved on a case-by-case basis and only upon written request by submittal of a Request for Extension Form provided by the City of Salinas. Such form shall be completed on the CDS website at www.citydataservices.net.

Upon written request by Subrecipient, the Planning Manager may authorize such extension request, provided all Cal ICH and City requirements are met. Upon review of the Request for Extension form, the Planning Manager will provide a determination in writing to Subrecipient within fifteen (15) City of Salinas business working days.

e. **Budget Details and Expenditures of Funds**

The Subrecipient shall expend Program funds on eligible uses and activities as detailed in the Agreement Source in CDS. Subrecipients must review and adjust the Agreement Source before submitting. The City reserves the right to direct specific line-items change and/or provide preliminary information to be use as a base.

To ensure efficient and reliable processing, Subrecipients shall submit budget changes request though CDS. These request will be reviewed in the first week of each month. Failure to submit by 5pm on the 1st day of the month subjects a Subrecipient to having their

budget change request being reviewed the following month. The City may consider budget change request outside of this timeline and through email as needed due to documented, exigent circumstances. Subrecipients carry the burden to anticipate foreseeable budget change request and should plan accordingly.

They City reserves the right to amend or adjust this process as necessary.

- f. **Budget Modifications:** Upon electronic submission of a “Budget Modification Request” by Subrecipient, City's Planning Manager (Housing Division) may authorize a budget revision. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph a. Such budget modifications shall be completed on the City Data Services (CDS) website at www.citydataservices.net.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the City so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the City and CAL ICH, in writing, before Subrecipient may expend Program funds according to an alternative standardized budget. The City’s authorized designee will respond to Subrecipient with approval or denial of request. Failure to obtain written approval from the Grant Administrator or their designee as required by this section may be considered a breach of this Agreement.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to the City for approval.

- g. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, as per the approved budget within the Proposal (Exhibit A), the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by City's Planning Manager (Housing Division).
- h. **Ineligible Cost:** Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Section 50250 – 50254, other applicable laws, the terms and condition of this Agreement, the City’s guidance or directives, the Agreement Source in CDS.

Cost shall not be used 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.

Moreover, no parties to this Agreement nor their agent shall directly or indirectly use ERF 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 the encampment. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

The City and Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF fund expenditures.

The City reserves the right to request additional clarifying information to determine the reasonableness and eligibility to all uses of the funds made available by this Agreement. If Subrecipients or its agents use ERF funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to the City of Salinas at an amount and timeframe determined by the City.

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. Unless expressly approved by the City in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

- i. **Improperly Expended Funds:** If City has reason to believe that any funds disbursed to Subrecipient under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Subrecipient, in writing, of the facts or conduct which warrant(s) such belief and shall provide Subrecipient reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If Subrecipient fails to demonstrate such compliance to the satisfaction of City within the time specified, upon request by City, Subrecipient shall immediately refund to City the amount determined to be improperly expended. Monies refunded must come from non-ERF resources.

The provisions of this paragraph shall be in effect during the terms of this Agreement and for five years thereafter, or until such time as Cal ICH shall have certified after audit, that all funds disbursed to Subrecipient under this Agreement were expended in accordance with the terms and conditions hereof.

Section 5. ERF Program Requirements

Subrecipient shall comply with the following requirements of the ERF Program as applicable.

- a. Homeless individuals and families identified from Salinas encampments must be given assistance in obtaining: (i) appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, immigration services, immigration Case Management, and other services essential for achieving independent living; and (ii) other Federal, State, local and private assistance available for such individuals.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual served pursuant to this Agreement and/or provided family violence prevention or treatment services and further to ensure that the address or location of any family violence shelter will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
- c. Subrecipient agrees to participate in the local Continuum of Care's Homeless Management Information System (HMIS) including requirements to collect and report an array of data pertaining to homelessness, including unduplicated counts, the use of services, and the effectiveness of the local homeless assistance system. Communities and homeless

assistance providers use the data stored in HMIS to improve homeless assistance programs and better serve homeless persons.

All other requirements consistent with Health and Safety Code (HSC) Section 50250 - 50254.

Section 6. Other Program Requirements

Subrecipients shall carry out each activity in compliance with all applicable state and federal laws and regulations as described below:

Monitoring: The City will monitor Subrecipient to ensure that the ERF funds granted through this Agreement are used in accordance with all program requirements and to determine if Subrecipient is meeting its objectives listed in this Agreement. Performance as determined by the City will constitute non-compliance with this Agreement (i.e. late and/or incomplete reports, not attending collaborative meeting, etc.). If action to correct such performance is not taken by Subrecipient within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i. Subrecipient's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, ERF funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

Remedies for Breach of Agreement

In addition to any other remedies that may be available to the Subrecipient in law or equity for breach of this Agreement, the Subrecipient may withing reasonable time agreed between both parties:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with finding, remedies, and timelines for resolving the findings.
 - ii. Bar the Subrecipient from applying for future ERF funds;
 - iii. Revoke any other existing ERF award(s) to the Subrecipient
 - iv. Require to return any unexpended ERF funds disbursed under this Agreement;
 - v. Require repayment of ERF funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to the City's of all funds derived from the use of ERF Funds
 - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.
- a) All remedies available to Subrecipients are accumulative and not exclusive.
 - b) The City may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 14 days.

Evaluation: All terms and conditions that apply to reporting similarly apply to evaluations:

- i. Subrecipients shall participate in a program evaluation regarding their implementation of ERF award.
- ii. Subrecipients are expected to be close partner with the City for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communicate of success or challenges, and availability of persons, information, or materials. More specifically, Subrecipients must cooperate with the City, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitation the collection of data and materials as reasonably requested by the City or its designee.
- iii. For the purpose of evaluation, the City or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Subrecipient's operations during normal business hours and with reasonable advance notice. The City will comply with Subrecipient's site visit terms during any site visit.
- iv. Subrecipients should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Subrecipient.

Disclosure of Confidential Client Information: The City and Subrecipient will protect the confidentiality of all records pertaining to any individual served under this Agreement and will protect the disclosure of such documents, except as otherwise required under state or federal law or unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient expressly acknowledges that City is subject to the California Public Records Act and may, therefore, be obligated to disclose records pertaining to Subrecipient and its activities and services provided pursuant to this Agreement.

Depending on the nature or timing of the request, or future court decisions, records received by the City pursuant to this agreement may not remain private and may be publicly disclosed. Given the nature of the applicable law under the California Public Records Act, Subrecipient cannot guarantee or warrant that it will be able to keep submitted records confidential. Subrecipient therefore agrees to defend and indemnify the City against any suit brought under the California Public Records act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

Section 7. Records and Reports

Subrecipient shall provide to City's Planning Manager (Housing Division) or his/her designee, a Monthly Activity Report, in a form determined by City, so that City may meet its record keeping and reporting requirements to Cal ICH. These reports shall be due by the tenth (10) day of each month and will reflect the prior month's activities. City may request interim reports as needed and will provide no less than 30 days; notice to Subrecipients. Such Activity Reports shall be completed on the City Data Services (CDS) website at www.citydataservices.net. As required by City and by Cal ICH, Subrecipient shall maintain adequate records to support the reported statistics regarding

beneficiary characteristics and services provided. Such records shall be made available for inspection by the City, Cal ICH or designated agents. Subrecipient shall maintain all records required by the regulations, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. Records demonstrating that funded activities meet the two Interdependent Objectives of the ERF program;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by agreeing to adhere to the accounting principles and procedures required therein, to employ adequate internal controls, and to maintain necessary source documentation for all costs incurred;
- d. Records demonstrating client eligibility for services provided (including-but not limited to- client name, address, income or other basis for determining eligibility, and description of service provided) and reports of milestones and schedules of programs as requested;
- e. The Annual Program Narrative Report due July 10, 2024 (incorporating data on prior year's activities);
- f. Continue confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes;
- g. Pursuant to Health and Safety Code (HSC) sections 50254, Subrecipients shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information Systems (HMIS) for tracking in the statewide Homeless Data Integration System
- h. Performance reports will be provided from HMIS on a monthly basis to City.

They City's discretion in identifying which information shall be included in these reports are absolute and fine. Subrecipient shall retain all records specified under this Agreement for a period of five (5) years after the termination of the Agreement and after the expenditures of all funds from the grant under which the last program participant was served. If the Subrecipient fails to provide any such report, the City may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

Section 8: Indemnity; Insurance

Subrecipient shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Subrecipient, its employees, subcontractors, or agents, or on account of the performance or character of the work, or any other matter arising out of or related to this Agreement, except for any claim arising out of the active negligence or willful misconduct of City, its officers, employees, agents or volunteers. It is understood that the duty of Subrecipient to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Subrecipient shall at its own expense, upon written request of City, defend any such suit or action brought against City, its officers, agents, or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Subrecipient from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not

such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

City agrees to defend, indemnify, and hold CCCIL, their Trustees, and their officers, employees, volunteers, and agents of each of them harmless from and against all liability, loss, expense, or claims for bodily or personal injury or damage to property, including loss of use thereof, arising out of the performance of the work under this Contract but only in proportion to, and to the extent that such liability, loss, expense, and/or claims for bodily or personal injury or damages to property, including the loss of use thereof, are caused by or result from the negligent acts or omissions or the willful misconduct of City, its officers, agents, and/or employees.

Subrecipient shall maintain comprehensive general liability and property damage insurance or commercial general liability insurance, covering all operations of the Subrecipient, its agents and employees, performed in connection with the activities conducted under this Agreement, including but not limited to premises and automobiles.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Subrecipients and their Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Subrecipient or their Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Subrecipient or Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Subrecipient or their Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees,

and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient or Contractor. General liability coverage can be provided in the form of an endorsement to the Subrecipient or Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Subrecipient or **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Subrecipient or Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Subrecipient or their Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Subrecipient, its employees,

agents and subcontractors. u. Subrecipient shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to City's Senior Human Resources Analyst, by certified mail to the City of Salinas Administration Department, 200 Lincoln Avenue, Salinas, CA 93901 and by Subrecipient uploading the Certificate of Insurance into the City Data Service website at www.citydataservices.net on behalf of the City of Salinas, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. Subrecipient shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate. The insurance certificate shall also state the unpaid limits of the policy. v. Subrecipient shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by Subrecipient to provide such substitution and extend the policy expiration date shall be considered a default. In the event Subrecipient is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Subrecipient shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City. w. Maintenance of insurance by Subrecipient as specified in this Agreement shall in no way be interpreted as relieving Subrecipient of any responsibility whatever, and Subrecipient may carry, at its own expense, such additional insurance as Subrecipient deems necessary. x. In lieu of providing proof of insurance as required by Section 9(A) through (G) herein above, Subrecipient may provide a letter of insurance to City which represents and warrants to City that Subrecipient is lawfully self-insured with respect to the liabilities which it may incur in the performance of this Agreement and that, to the best of Subrecipient's knowledge, Subrecipient will be in a financial position to meet such potential liabilities when they occur.

Section 9. Subcontracts

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Section 13 (Terms and Conditions – Subrecipients) or with the prior written approval of the City and a formal amendment to this Agreement to affect such subcontract or novation.

Section 10. Amendment

Where it is determined by the Planning Manager (Housing Division) that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the Planning Manager (Housing Division) - any such changes shall be documented in writing withing reasonable time agreed between both parties.

Section 11. Assignment

There shall be no assignment of rights or obligations under this Agreement without written approval of the Planning Manager (Housing Division). This Agreement restricts the right of the Subrecipient to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible merges. Any changes of this agreement must be signed by the Board of Directors of the Subrecipient, if a corporation, or the management if not a corporation, and by the City of Salinas.

Section 12. Suspension and Termination

If Subrecipient materially fails to comply with any term of this Agreement, City may suspend or terminate the Agreement in whole or in part. City may terminate the Agreement for convenience with the mutual written agreement of Subrecipient. Subrecipient may terminate the Agreement upon no less than thirty (30) days of receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports of Subrecipient, become the property of City and Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, to the date of termination.

In no event shall any payment by City hereunder constitute a waiver by City of any breach of this Agreement or any default, which may then exist on the part of Subrecipient, nor shall such payment impair or prejudice any remedy available to City with respect to the breach or default. City expressly reserves the right to demand of Subrecipient the repayment to the City of any funds disbursed to Subrecipient under this Agreement, which were not expended in accordance with the terms of this Agreement, and Subrecipient agrees to promptly refund any such funds upon demand.

Notwithstanding the above, Subrecipient shall not be relieved of liability to City for damages sustained by City or others by virtue of any breach of the Agreement by Subrecipient, and City may withhold any payments to the Subrecipient for the purpose of set off until such time as the exact amount of damages due City from Subrecipient is determined. Subrecipient is subject to the non-procurement debarment and suspension regulations at 24 CFR Part 576 and 2 CFR Part 200.213.

The City of Salinas may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subrecipient. Cause shall consist of violations of any conditions of this Agreements, any breach of contracts, violation of any federal or state laws; or withdrawals of the City's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the City, any unexpended funds received by the Subrecipient shall be return to the City within 30 days of the City's specified date of termination."

Section 13. Terms and Conditions

This Agreement is subject to and incorporates the provisions attached hereto, and by this reference made a part hereof, which provisions constitute Part II, "Supplemental General Conditions," attached to this Agreement; and/or any written amendment(s) to this Agreement mutually agreed upon by the parties hereto. To the extent that any of the term and conditions of Part I of this

Agreement are inconsistent or otherwise in conflict with any of the terms of Part II of this Agreement, the terms and conditions of Part II shall take precedence and apply.

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the ESG Program, and Subrecipient agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the Housing Division.

State of California

This section is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALApril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC – 04/2017) and the terms of this Agreements and its exhibits/attachments shall be resolved in favor of this Agreements and its exhibits/attachments.

Special Conditions

The City maintains sole authority to determine if a Subrecipient is acting in compliance with the program objectives in the agreement source and may direct Subrecipient to take specified actions or risk breach of this Agreement. Subrecipients will be provided reasonable notice and the City's discretion in making these determinations are absolute and final.

Subrecipients

The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions. These conditions shall be met to the satisfaction of the City prior to disbursement of funds. The Subrecipient shall ensure that all employees working with this grant are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the City and the Subrecipient shall require, if any, to:
 - (i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - (ii) Maintain at least the minimum State-required work's compensation for those employees who will perform the work or any part of it.
 - (iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by performing the Work or any part of it.
 - (iv) Agree to include and enforce all the terms of this Agreement

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PART II - SUPPLEMENTAL GENERAL CONDITIONS

The following conditions take precedence over any conflicting conditions in the Agreement:

Section 1. Program Income

Any income generated by Subrecipient from the use of ERF funds must be immediately reported as earned and returned to the City.

Section 2. Uniform Administrative Requirements

- a. **Establishment and Maintenance of Records:** The Subrecipient or its designee shall have the right to review, obtain, and copy all records and supporting documents pertaining to performance under this Agreement. The Subrecipient agrees to provide the City, or its designee, with any relevant information requested. The Subrecipient agrees to give the Subrecipient or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF Program laws, the City's guidance or directives, and this Agreement.

The Subrecipient further agrees to retain all records described subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

In any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- b. **Documentation of Costs:** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to Subrecipient upon reasonable request.

Section 3. Title VI of the Civil Rights Act of 1964

No person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the performance of this Agreement.

Compliance: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

Subrecipient shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Subrecipient. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP."

Subrecipient shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Subrecipient;
- b. The frequency with which LEP persons come in contact with the program;
- c. The nature and importance of the program, activity, or service provided by the program to people's lives; and
- d. The resources available to Subrecipient and costs of modifying existing procedures.

After performing the four-factor analysis, Subrecipient is encouraged to document the analysis and outcome and to develop a Language Access Plan (LAP). The LAP identifies Subrecipient's immediate and longer-term plans for providing language services, which might include identifying LEP individuals who need language assistance, measures by which Subrecipient's staff will provide language services, how Subrecipient will train its staff to implement the LAP, providing public notice of the language services Subrecipient provides, and self-assessment and monitoring by Subrecipient of its LAP.

Section 4. Nondiscrimination

During the performance of this Agreement, Subrecipient and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law.

The City and Subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its designee shall comply with the provisions of California's law against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provision of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 – 11139.5). Subrecipients and its designees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Section 5. Conflict of Interest

- a. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- b. **Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials:** No member, officer, or employee of City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter,

shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

- c. **Interest of Members, Officers, or Employees of Subrecipients:** All Subrecipients are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provision, will result in the agreement and/or contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Section 10410 and 10411.

Employee of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, §81000 et seq.).

Section 6. Drug Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the law of State of California, that it and its employees will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Subrecipient's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee that works under this Agreement:
 - i. Will receive a copy of Subrecipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Subrecipients conditions of employment

Section 7. Lobbying Prohibited

No Federal nor State appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a Member of Congress or State Legislature in connection with this Agreement.

If any funds other than Federal or State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a Member of Congress or State Legislature in connection with this Agreement, Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 8. Audits and Inspections

The City reserves the right to perform or cause to be performed a financial audit. At the City's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Subrecipient shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Subrecipient shall notify the City of the auditor's name and address immediately after the selection has been made. The contract for this audit shall allow access to the independent auditor's working papers.
- iii) The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Subrecipient must submit a detailed response acceptable to the City for each audit finding within 90 days from the date of the audit finding report.

The City of Salinas or its designee shall have the right to review, obtain, and copy all records and supporting documents pertaining to performance under this Agreement. The Subrecipient agrees to provide the City, or its designee, with any relevant information requested. The Subrecipient agrees to give the City or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF Program laws, the City's guidance or directives, and this Agreement.

Inspections

Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement. The City reserves the right to inspect any work performed hereunder to ensure that all work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the City, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

The Subrecipient shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interest of the City.

Section 9. Cal ICH Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by Cal ICH or City at any time, as amended from time to time, is suspended or terminated.

program costs.

Section 10. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall comply with provisions of the Hatch Act, which limits political activities of employees.

Section 11. Board of Directors

Subrecipient shall provide City with information regarding any changes in the Board of Directors or the management of Subrecipient no later than ten (10) days from the official change.

Section 12. Contract Coordinators

The Subrecipient's Contract Coordinator for this Agreement is the City of Salinas or its agents or employees or authorize designee. Unless otherwise instructed, any communications shall be conducted through email to the Subrecipient's Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred from is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If a Subrecipient is unwilling or unable to sign a document electronically, the City of Salinas shall accept wet or original signed documents. These documents containing, we signatures should be both mailed to the City of Salinas and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents.:

City Administrative:

Maria Cambrón
Community Development Analyst
City of Salinas
Community Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: 831-758-7488

City Programmatic:

Kayshla Lopez
Homeless Services Manager
City of Salinas
Community Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901

Telephone: 831-775-4210

The City of Salinas reserves the right to change their Subrecipients Contractor Coordinator, designee, and/or contract information at any time with reasonable notice to the Subrecipient.

Section 13. Notices

Any notices under this Agreement shall be sent to the parties by personal delivery, by facsimile, or by certified mail, return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The parties designate the following names, titles, addresses, and telephone numbers:

City:

Planning Manager
City of Salinas
Community Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: 831-758-7334

Subrecipient:

Director
Monterey County Water Resources Agency
1441 Schilling Place, North Building
Salinas, CA 93901
831-755-4860

Section 14. Legal Representation

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

Section 15. Joint Representation

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

Section 16. Warranty of Authority

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

Section 17. No Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach.

Section 18. No Third-Party Rights

The parties do not intend for any third party to obtain a right by virtue of this Agreement.

Section 19. Modification

No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by City and Subrecipient.

Section 20. Entire Agreement

This Agreement constitutes the entire agreement between the City and Subrecipient and is the final expression of the City and Subrecipient with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. The City and Subrecipient acknowledge that any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the City and Subrecipient.

Section 21. Rights and Obligations

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

Section 22. Attorney Fees

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

Section 23. State & Federal Laws, Rules, Guidelines and Regulations

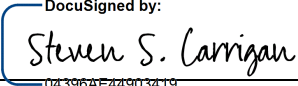
The Subrecipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protections, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program.

Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinance. Subrecipient shall provide copies of permits and approvals to the City upon request.

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IN WITNESS WHEREOF, as authorized representatives of the **CITY OF SALINAS** and **Monterey County Water Resources Agency (MCWRA)**, local government corporation, have executed this Agreement.

City of Salinas

By: 
Steven S. Carrigan., City Manager

Subrecipient:

By: 
Lew Bauman, Interim Executive Director

APPROVED AS TO FORM:

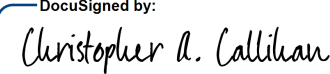
By: 
Christopher A. Callihan, City Attorney

EXHIBIT A - BUDGET

FY 2022-2023 ERF BUDGET:

Approved Funding Amount:				\$122,833.75
Funding by Category:			\$122,833.75	
Budget Category	Services & Housing	Capacity Building	Sustainable Outcomes	Total
Employee Services				
Salaries and Benefit			\$14,733.75	\$14,733.75
Supplies and Materials				
Consumable Supplies				\$0.00
Non-Consumable Supplies			\$0.00	\$0.00
Outside Services				
Telephone				\$0.00
Utilities				\$0.00
Maintenance			\$8,250.00	\$8,250.00
Contract/Consultant Services			\$85,000.00	\$85,000.00
Other Charges				
Rent				\$0.00
Travel (Mileage)				\$0.00
Insurance				\$0.00
Capital Outlay				
Equipment/Furniture				\$0.00
Other				
Encampment Site Cleanup Dump fee			\$8,250.00	\$8,250.00
Design and Engineering			\$6,600.00	\$6,600.00
Total	\$0.00	\$0.00	\$122,833.75	\$122,833.75

EXHIBIT B - SCOPE OF WORK & ADDITIONAL GOALS

Project:

Monterey County Water Resources Agency (MCWRA) will use ERF program to fund clean-up and restoration efforts along a primary water body known as the Reclamation Ditch near the Casentini and North Main St area. The Reclamation Ditch and selected tributaries are operated and maintained by the MCWRA and have recently had an increase in debris and trash to remove from encampments. The program will provide funding needed for site cleanup, mitigation, and restoration including cleaning up the materials resulting from encampments, transporting the trash, and paying dump fees, and design and construction of fencing and restoration improvements.

The personnel and equipment necessary for encampment related ditch clean out and restoration would consist of a private contractor with specialized personnel, pick-up trucks, utility trucks, bobtail trucks, bobcat tractors, and those of MCWRA heavy equipment including dump trucks, a backhoe, a boom truck, and MCWRA equipment operators and supervisory staff. After clean-up of the encampments the contractor and MCWRA would provide restoration of the ditch and affected waterways. The MCWRA would use the placement of permanent fencing, the installation of additional gates, access road restoration, mobilization of a land surveyor, and design/engineering services to construct permanent solutions to prevent the encampments from re-establishing.

Goals/Accomplishments

Qty	Units	Description
1	Site Road	Construction of an access ramp upstream of North Main St culvert
1	Site Cleanup	Cleanup trash and debris at the site & in and along banks of reclamation canal
5	Dump Truck Trip	Trash and debris dump truck trips to the landfill
1	Site Restoration	Removal of an illegal access staircase and restoration of the slope near North Main St
1	Site Fencing	Removal of existing yellow wooden fencing and replace with boundary fencing
1	Site Fencing and Gate	Installation of boundary fencing and gate adjacent to canal and around upstream access



County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 23-060

November 03, 2023

Introduced: 10/27/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

- Grants Update

MCWRA Grant Tracking Fiscal Year 2023-24

Funding Agency	Title	Type	Contract Status	Progress	End Date	MCWRA Reimbursement Amount	MCWRA Match Amount	Note & Project Partners
FUNDING AWARDS								
DWR	Interlake Tunnel	Grant	Contract in Place (Amd #3)	in progress	12/31/2023	10,000,000	0	
DWR	Prop 1E Pajaro River Flood Risk Project	Grant	Contract in Place (Amd #4)	Completed	12/31/2022	500,000	Staff time	Zone 7 (Grant Administrator)
SWRCB-Prop 1 Groundwater Quality	Protection of Domestic Drinking Water Supplies	Grant	Contract in Place (Amd #1)	in progress	3/31/2024	4,927,729 2,986,943	4,197,795 2,555,615	
DWR-IRWMP	Greater MC IRWM Implementation (Reservoir Reoperation & Grant Admin)	Grant	Contract in Place	in progress	4/30/2025	1,096,284	910,000	Salinas; MCRCD
USFW/CDFW	FY19 Salinas River HCP	Grant	Contract in Place (Amd #2)	in progress	3/31/2023 3/31/2024	1,000,000	375,860	
USFW/CDFW	FY21 Salinas River HCP	Grant	Contract in Place	in progress	11/30/2024	1,000,000	459,096	
National Fish and Wildlife Foundation	Salinas River Lagoon Resiliency	Grant	Contract in Place	in progress	6/20/2024	100,000	100,329.66	
FEMA/CALOES Rehabilitation of High Hazard Dams	San Antonio Spillway Repair/Replacement 100% Design Level	Grant	Awarded 130K from Requested >\$2M	TBD	TBD	130,000	75,000	
CA Homeless Coordinating and Financing Council	Encampment Resolution	Grant	Awarded Feb 25, 2022; negotiation	in progress	6/30/2024	127,000	186,500	City of Salinas
SVBGSA	CSIP Optimization	Grant	BOD Approved	in progress	6/30/2025	3,690,000	0	SVBGSA
CA Budget	Nacimiento Reservoir	Earmark	Contract in place	in progress	12/31/2027	6,163,000	0	0
DWR (Subventions) - Zone 7	Pajaro River Flood Risk Project, PED Phase (DA FFY2021 payment)	Grant	Agreement being drafted	TBD	TBD	192,500	0	Zone 7 (Grant Administrator); PRFMA
DWR - Zone 7	Coastal Watershed Flood Risk Reduction Program	Grant	Contract in Place	in progress	6/30/2024	950,000	0	Zone 7 & PRFMA
Federal Government (FY2023 Consolidated Appropriations Act)	CSIP Supplemental Well*	Earmark	TBD - signed on 12/29/22)	TBD		900,000	90,000	

MCWRA Grant Tracking Fiscal Year 2023-24

Funding Agency	Title	Type	Contract Status	Progress	End Date	MCWRA Reimbursement Amount	MCWRA Match Amount	Note & Project Partners
CDFW	Interlake Tunnel - Fish Exclusion Dam Safety Projects (NC & SA)	State Budget SB 104	TBD	TBD	TBD	17,000,000	0	
TOTAL						45,835,727	4,652,071	
APPLICATION SUBMITTED - Award Status Pending								
FEMA/CALOES Haz Mitigation	Nacimiento Plunge Pool 65% Design Level	Grant	Submitted 7/18/2021			407,471	135,833	
Federal Government	CSIP Supplemental Well and Water Meter Rehab/Rep	Earmark	Submitted Feb 2023			3,000,000		
U.S. Dept. of Energy (DOE)	Nacimiento Plunge Pool Design/permitting/Const.	Grant	Submitted 10/06/2023			5,000,000	11,670,000	(Hallmark Group)
US Bureau of Reclamation	Weather Modification	Grant	Application submitted 10/17/23			400,000	133,931	(ICF)
US Bureau of Reclamation	Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs	Grant	Application submitted 10/17/23			400,000	145,605	
DWR -2022 Urban Community Drought Relief funding	New CSIP Supplemental Wells	Grant	Application due 1/31/2023			4,302,500	1,434,167	
TOTAL						13,509,971	13,519,536	
*may be consolidated								
possible	FEMA rehab of high hazard potential dams (San Antonio might be eligible) - NOF TBD							



County of Monterey

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAFIN 23-055

November 03, 2023

Introduced: 10/25/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items.