



# CITY BUSINESS CONTRACT ROUTING FORM

**Instructions:** City business contracts, regardless of value, are to be routed through the originating Department, Finance Department for Purchasing policy compliance and signatory authorization review, City Attorneys' Office for legal evaluation as to the contract form, and the Mayor, City Manager, or authorized Department signatory for review and processing. This form standardizes that process and is to be used as the cover sheet to ensure the complete review by appropriate City staff.

*Please route contract routing form and agreements electronically to [Krystall@ci.salinas.ca.us](mailto:Krystall@ci.salinas.ca.us) until further notice*

## REQUESTING DEPARTMENT

Department Name	Community Development Department, Housing		
Staff Member Responsible for Contract ("DSMR")	Maria Cambron	Tel#	831-758-7488
Dept. Primary Point of Contact for Contracts ("DPPC")	Francisco Brambila	Tel#	831-758-7359

## CONTRACTOR/VENDOR/COMPANY INFORMATION

Contractor Name	Monterey County Water Resource Agency		
Contact Person	Ara Azhderian	Tel#	831-788-3514
Address	1441 Schilling Place, North Building		
City, State, Zip	Salinas, CA 93901		

## CONTRACT DESCRIPTION/INFORMATION

Purpose of Contract (Brief description)	Subrecipient Funding Agreement to increase maximum compensation for original agreement for additional construction cost for restoration and clean up of the reclamation ditch near			
Term of Contract	Start Date	2/1/2023	End Date	6/30/2024
Contract Amount	\$ 202,833.75	Account No	2954.30.3220-63.5010	
Type of Funding	<input type="checkbox"/> General Funds <input type="checkbox"/> Grant Funds/Federal <input checked="" type="checkbox"/> Grant Funds/State <input type="checkbox"/> Restricted Funds <input type="checkbox"/> Revenue Generating <input type="checkbox"/> Other: _____			

Type of Contract (Check all that apply)	<input type="checkbox"/> Personal/Professional/Consultant <input checked="" type="checkbox"/> Amendment/Renewal <input type="checkbox"/> Contract for Workshop/Seminar <input type="checkbox"/> Non-Standard (Vendor-Generated template) <input type="checkbox"/> License / Lease / Use of Facility	<input type="checkbox"/> Construction <input type="checkbox"/> Goods/Materials and Devices <input checked="" type="checkbox"/> Services - General <input type="checkbox"/> Services - Repair &/or Maintenance <input type="checkbox"/> Memorandum of Understanding
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<b>Attachment Checklist</b> (Check all that are attached)	<input type="checkbox"/> Request for Proposal (usually an attachment/exhibit to professional services contract) <input type="checkbox"/> Bid Tabulation (Bid Opening results or Quotes received formal or informal) <input type="checkbox"/> City Council Reso <input checked="" type="checkbox"/> Original contract (Required for Routing Amendments or Renewals)  <input type="checkbox"/> Certificates of Insurance: _____ GL _____ Auto _____ WC _____ Other: _____  <input type="checkbox"/> Endorsements to Insurance _____ General Liability Additional Insured _____ Workers Comp Waiver of Subrogation	<p style="color: #0070C0; font-size: 0.8em;">* Alternatively, if no attachment regarding purchasing process complete this section:</p> <p><input type="checkbox"/> Purchase of \$30,000+ general purchases; PW Projects \$100,000+, adjusted to index annually, or          _____ Informal Purchase quotes or bids obtained.          1) Vendor: _____ Quote: _____          2) Vendor: _____ Quote: _____          3) Vendor: _____ Quote: _____</p> <p><input type="checkbox"/> Exception to Competitive Purchasing – Sole Source Form (attached)  <input type="checkbox"/> Exception to Competitive Purchasing – Cooperative Form (attached) (piggybacking not authorized under existing City Code)</p> <p><input type="checkbox"/> Bonds <input type="checkbox"/> Payment <input type="checkbox"/> Performance <input type="checkbox"/> Warranties <input type="checkbox"/> Sample <input type="checkbox"/> Actual</p>
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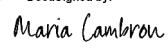
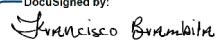
### CERTIFICATION & APPROVALS

Requesting DSMR, DCPP, and Department Head each certify that he/she:

(1) has read the attached contract/agreement and that the requesting department will comply with all its requirements

(2) recognize that while Legal may review the contract from a legal and/or policy perspective, it is the requesting department's responsibility to ensure the business terms and specifications are sufficient and/or practical for departmental needs

(3) is responsible to monitor the contract for compliance, payment obligations, and to obtain effective evidence of insurance, and any required bonds at contract initiation.

	PRINT NAME	SIGNATURE	Date	
<b>Dept. Staff Member Responsible for Contract</b>	Maria Cambron	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">           DocuSigned by:              D199293492674A6...         </div>	1/29/2024   3:32	PM PST
<b>Dept. Primary Point of Contact for Contracts</b>	Francisco Brambila	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">           DocuSigned by:              63BA7CFA2A09489...         </div>	1/31/2024   9:19	AM PST
<b>Department Head</b>	Lisa Brinton	<div style="border: 1px solid blue; padding: 2px; display: inline-block;">           DocuSigned by:              3D4F4A8A84D54A8...         </div>	1/31/2024   10:28	AM PST

### FINANCE/PURCHASING REVIEWED FOR COMPLIANCE

- Reviewed for Compliance with City Purchasing Code and Policy
- Confirmed an authorized signer (title and name) is on contract

Selena Andrews

DocuSigned by:  
  
 DF0F4694345B403...

3/4/2024 | 4:26 PM PST

### LEGAL

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 DF600E62871844E...

3/4/2024 | 5:29 PM PST

Comments respecting Contract being routed that may be helpful to reviews, notifications respecting non-approvals, and/or recommendations for additional City Departments to review (or attached memo):

The City enter into a funding Agreement with Monterey County Water Resources (MCWRA) on February 1st, 2023 to provide clean up restoration services at the reclamation ditch near the Cansentini encampment using Encampment Resolution Funds (ERF).

On December 7, 2023, MCWRA notified the City it had identified additonal crutial work needed and requested additional funds to cover for the extra gardrail and fencing.

The City wishes to enter into Amendment No.1 to increase max compensation to allow MCWRA to cover the additional cost.

**Note:** Please do not send the routing form or any comments or advice from the City Attorney's Office to any third parties/contractor(s) when negotiating or corresponding. Those communications may be attorney-client privileged, and by forwarding them, you could be waiving that protective privilege, and/or doing so could affect negotiations with a third party. **Further Note:** If contractor requests an originally executed contract two (2) contract originals must attached to the City Business Contract Routing Form of a two-party contract.

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**  
**MOTERNEY 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**  
**MOTERNEY 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](http://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](http://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](http://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 1<sup>st</sup> 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.

The 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](http://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 approve 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 within 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](http://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.

The 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 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](http://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 within 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 Agreement, 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 returned 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 terms 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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**

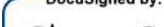
The Subrecipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protections, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution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

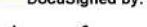
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**IN WITNESS WHEREOF**, as authorized representatives of the **CITY OF SALINAS** and **Monterey County Water Resources Agency (MCWRA)**, local government corporation, have executed this Agreement.

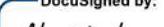
**City of Salinas**

By:   
Steven S. Carrigan  
04396AE44903419  
Steven S. Carrigan, City Manager

**Subrecipient:**

By:   
Lew Bauman  
631A724C33274DD  
Lew Bauman, Interim Executive Director

APPROVED AS TO FORM:

By:   
Christopher A. Callihan  
DF000E62071044E...  
Christopher A. Callihan, City Attorney

**EXHIBIT A -  
BUDGET**

**FY 2022-2023 ERF BUDGET:**

		<b>Approved Funding Amount:</b>		<b>\$122,833.75</b>
<b>Funding by Category:</b>				
<b>Budget Category</b>	<b>Services &amp; Housing</b>	<b>Capacity Building</b>	<b>Sustainable Outcomes</b>	<b>Total</b>
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
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$122,833.75</b>	<b>\$122,833.75</b>

**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

**FUNDING AGREEMENT AMENDMENT No. 1**  
**CITY OF SALINAS**  
**AND**  
**MONTEREY COUNTY WATER RESOURCES AGENCY (MCWRA)**  
**FOR THE**  
**SUSTAINABLE OUTCOMES**

**Agreement No. 22ERF06**

This Amendment No. 1 to the Original Funding Agreement is entered on this 1<sup>st</sup> day of January 2024, between **Monterey County Water Resources Agency (MCWRA)**, a California local government corporation, (Subrecipient) and the **City of Salinas**, a charter city and municipal corporation (City).

**WITNESSETH**

**WHEREAS**, the City and MCWRA first entered into an Subrecipient Funding Agreement (Agreement) effective this 1<sup>th</sup> day of February 2023, pursuant to which MCWRA agreed to act as and provide certain services for compensation; and

**WHEREAS**, MCWRA notified the City of its need for an additional \$80,000 to cover for the construction of the guardrail and fencing; and

**WHEREAS**, the City and MCWRA desire to enter into Amendment No. 1 to increase the maximum compensation from \$122,833.75 to \$202,833.75 out of the original Funding Agreement.

**NOW, THEREFORE**, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

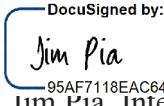
1. Section 4 entitled "Funding", Subsection a "Maximum Compensation" is revised to read as follows:

It is expressly understood that the total compensation to be paid to Subrecipient under this Agreement for services rendered shall not exceed **\$202,833.75**.

2. All terms, covenants and conditions stated in the Original Funding Agreement and Amendment No. 1, which are not herein amended, remain in full force and effect.

**IN WITNESS HEREOF**, the parties have executed this Amendment No. 1 effective as of the date shown above.

**City of Salinas**

By:   
*Jim Pia*  
95AF7118EAC649A...  
Jim Pia, Interim City Manager

**Grantee:**

By:   
Ara Azhderian, Executive Director

**APPROVED AS TO FORM:**

By:   
*Christopher A. Callihan*  
DF600E62871B44E...  
Khoula Combs, Assistant City Attorney  
Christopher A. Callihan, City Attorney