

FISCAL YEAR 2023-24
FUNDING AGREEMENT BETWEEN
THE CITY OF SALINAS AND
THE HOUSING AUTHORITY OF THE
COUNTY OF MONTEREY



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**FISCAL YEAR 2023-24
 FUNDING AGREEMENT BETWEEN
 THE CITY OF SALINAS AND
 THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
 FOR THE
 UNITED WAY HOUSING STABILIZATION PROGRAM**

Agreement Number: 23UWHS01

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Agreement Number: 23UWHS01

This United Way of Monterey County (UWMC) Funding Agreement (Agreement), made and entered into this 15th day of October 2023, by and between the **City of Salinas**, a charter city and municipal corporation, (City), and, **The Housing Authority of the County of Monterey (HACMC)**, a California Quasi-Federal 501(C)(3), with a Unique Entity Identifier (UEI) number L47YWN9ZZD85 (hereinafter referred to as "Subgrantee").

RECITALS

WHEREAS, in 2021, through the United Way Monterey County's (UWMC) administration of funds, initially allocated to the County of Monterey, the City was awarded two rounds of U.S. Department of Treasury Emergency Rental Assistance Program (ERAP) funds, totaling more than \$15,000,000; and

WHEREAS, in late 2022, the City's ERAP experienced a decline in support requests from eligible applicants, and UWMC established a new, allowable Housing Stabilization expense for these funds; and

WHEREAS, UWMC requested that the City transition \$870,000 of its current ERAP balance to establish a newly allowed Housing Stabilization Program; and

WHEREAS, on June 20, 2023, the City Council approved the Resolution No. 22709 to reclassify ERAP available funds to the Housing Stabilization Program, and

WHEREAS, on October 1, 2023, the City amended its Community Impact Agreement with UWMC to create a new Housing Stabilization Program fund; and

WHEREAS, the new amendment to the Community Impact Agreement for Housing Stabilization allows the City to provide Housing Stabilization support through June 30, 2025, while diversifying the scope of services and additional resources available to renters, landlords, and service providers; and

WHEREAS, by entering into the UWMC Funding Agreement with HACM the City will bolster its ability to house families that have been issued a housing choice voucher but are unable to afford required security deposits and other initial move-in expenses required to obtain permanent housing; and

WHEREAS, City’s Resolution No. _____ provides authorization for the City to enter into this \$331,000 subrecipient Funding Agreement with HACM; and

WHEREAS, the Subgrantee agrees to adhere to the regulations set forth by UWMC and the City as described in this Agreement; and

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

PART I - AGREEMENT

Section 1. Definitions

Except to the extent modified or supplemented by this Agreement, shall have the same meaning when used herein.

- a. “Subgrantee” shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified UWMC and the City.
- b. “UWMC” is the acronym to refer to Monterey County Monterey County.
- c. “HACM” is the acronym used to refer to The Housing Authority of the County of Monterey.
- d. “City” refers to the City of Salinas.
- e. “Housing Stabilization” means providing financial assistance in the form of rental application fees, security deposits or owner incentives for Section 8 recipients to obtain and/or retain suitable housing.
- f. “Housing Navigation” means to provide logistical and housing support to households preparing to move into permanent housing by offering access to a case manager to identify housing barriers and needs and create an action plan.
- g. “Proposal” means the agency’s application submitted to the City of Salinas requesting UWMC Housing Stabilization funding.
- h. “Project” means an awarded program.
- i. “SRN” means Smart Referral Network and is the portal used by UWMC for client intake and referrals.

Section 2. Term

The work under this Agreement shall commence October 15, 2023, and shall be completed by May 30, 2025, unless City grants a written extension of time set forth in this Agreement.

Section 3. Scope of Service

This Agreement, including the attached budget, Exhibit A and Exhibit B- Scope of Work and Project Goals, herein made part of this agreement, is to be performed in accordance with Subgrantee’s FY 2023-24 Funding Proposal/ ("Proposal") dated June 30, 2023, and addendums as applicable, on file at the City of Salinas, Community Development Department-Housing Division, and incorporated herein by this reference.

a. Activities

The subgrantee will be responsible for administering funds for the Housing Stabilization Program in a manner satisfactory to the City Regulations. Such program will include the following activities eligible under the UWMC Housing Stabilization Program:

- 1) Housing Stabilization Financial Assistance
- 2) Housing Navigation & Case Management
- 3) Smart Referral Network Referrals

b. Components and Objectives

- 1) Assist Section 8 recipients to obtain and/or retain suitable stable housing.
- 2) Provide owner incentives to landlords who agree to lease their units to Section 8 recipients.
- 3) Provide financial assistance in the form of rental application fees and security deposits.
- 4) Provide essential supportive services and referrals, in support of housing placement and housing retention.

c. Levels of Accomplishment-Goals and Performance Measures

The levels of accomplishment are referenced in Exhibit B – Scope of Work and Project Goals and herein made part of this agreement. HACM staff will use the Smart Referral Network (SRN) to track service provision to program participants. The SRN software is operated by UWMC and captures data points, as noted in Exhibit C. HACM staff will use City Data Services to submit Activities and Expenditures Reports. The levels of accomplishment are referenced in Exhibit B – Scope of Work and Project Goals and herein made part of this agreement.

d. Staffing

The list of staff and time commitments to be allocated to each activity are included in the “Manage Staff List” section in City Data Services (CDS). Any changes in the Key Personnel assisted or their general responsibilities under this project are subject to the prior approval of the Subgrantee and the City must be contacted if any key personnel changes occur during the grant cycle. A Staff Chart shall be uploaded to CDS at the start of the grant cycle and updated as needed.

An awarded Project must maintain adequate staffing throughout the award period. The Project cannot exceed a 20% staff vacancy (or more) for no longer than one (1) quarter in duration. Principals and/or designated Co-Principals are responsible for ensuring continuity of objectives and services during periods of staff vacancy. Project Organizational Chart illustrating staff composition, initially filed in association with the Final Project Budget, must be updated/resubmitted to the City upon change. Please note, if the Final Project Budget and Scope indicate a funded position is fully designated, the Agency may not utilize said Staff on other Projects. The Project staff must receive the appropriate Smart Referral Network (SRN) and City Data Services (CDS) training within (60) days of start of services to comply with the grant’s reporting requirements.

e. Performance Monitoring

The City will monitor the performance of the Subgrantee against goals and performance standards as stated above on a monthly and annual basis. Subgrantee will upload expense and activity reports as mentioned in Section 4d which staff will review to assure compliance with program regulations. If Subgrantee fails to perform as determined by the City, this will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated, and the City may be required to request the Subgrantee to reimburse funds mismanaged or misspent back to the appropriate originating entity.

Section 4. Funding

Purpose:

The Subgrantee hereby agrees to provide to the City the services as described in Exhibit B - Scope of Work and Project Goals of this agreement.

The funds to be used by the City for the payments to Subgrantee hereunder are Community Impact funds received under a grant from the United Way Monterey County.

- a. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to Subgrantee under this Agreement for services rendered shall not exceed **Three Hundred and Thirty-One Thousand (\$331,000.00)**.

It is specifically understood and agreed by Subgrantee that the funds herein authorized for the programs, projects, and services to be undertaken and performed pursuant to this Agreement constitute all of the money presently available for the purpose of this Agreement; that future additional funding of any such programs, projects, or services beyond the term of this Agreement, by any new Agreement or amendment or extension of this Agreement, will depend not only upon the satisfactory performance of this Agreement by Subgrantee, but also upon the availability to City of grant funds allocated for such purposes; that neither City, nor any employee of City, has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to Subgrantee for the purpose of this Agreement over and above the funds expressly allocated thereto under the terms herein.

Subgrantee is advised that because additional funding may not be available beyond the term of this Agreement for the completion of any unfinished project or the continuation of any ongoing program or service, Subgrantee is expected to structure and conduct each project and program in such manner that it may be readily completed or terminated with the minimum of waste or loss in the event no further funding thereof is available.

- c. **Use of Funds:** The Subgrantee shall administer its program in conformance with 2 CFR 200, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- d. **Method of Payment:** City agrees to pay, and Subgrantee agrees to accept as full and fair consideration for the performance of this Agreement, Three Hundred Thirty-One Thousand Dollars, and Zero Cents (\$331,000.00), as more fully described in title of Subgrantee's fee Budget, Exhibit A. Agreement will be covered using Community Impact Grant funds. Subgrantee has no right of reimbursement for expenses under this Agreement. Payment of compensation will become due and payable 60 days after the City approves the execution of the Subgrantee's Agreement, and it will be provided as a one-time lump sum payment. If City determines that the work set forth in the monthly expense reports has not been

performed in accordance with the terms of this Agreement, the Subgrantee shall remove unapproved expenditures from grant charges. The Subgrantee will submit monthly “Expense Reports” through the City’s online data management system (www.citydataservices.net). City staff will review and ensure that the monthly expenses are eligible costs and activities covered by this Agreement.

All costs shall be supported by properly executed redacted invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges while in compliance with the Personally Identifying Information (PII) Policy. Subgrantees are responsible to redact all backup documentation pertaining to client information and replacing it with client’s SRN application number for all clients receiving direct assistance or another method agreed upon the City and HACM. 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 UWMC, or designated agents thereof.

e. **Financial Management and Accounting Standards**

Subgrantee shall use funds only for authorized budget item(s) and the expenses shall be reviewed and approved by City's Planning Manager (Housing Division) or his or her designee. Expense Reports are due on the tenth (10th) day of each month. **Should the 10th fall on a weekend or holiday, the Subgrantee is responsible to provide their reports prior to the weekend or holiday.** *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.* “Expense Report” submitted incorrectly, without being redacted, or without the completed “Activity Report” shall be returned to Subgrantee by City. Approval shall only be granted for expenses incurred or services provided during the period commencing October 15, 2023, and ending May 30, 2025. **Expenses incurred after May 30, 2025, shall not be covered with these funds.**

The Subgrantee may request an extension for the completion of the proposed scope of work, however, it may not be granted. The Extension Request may only be approved on a case-by-case basis, only upon written request, and after City is granted approval by UWMC. Subgrantee shall email extension request to City’s grant administration for consideration and if approved, request shall be uploaded on the City Data Services (CDS) website at www.citydataservices.net.

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

f. **End of Year Reporting** The final report is due on May 30, 2025. The final report should include the following:

- Total number of households served.
- Number and type of housing or case management services provided.
- Number of households who obtained or maintained housing.
- \$ amount of deposit assistance provided per household.
- Number of Smart Referrals made to other services.
- Narrative report aggregating client Economic Mobility Continuum growth and

- documenting program successes, challenges, and recommendations for additional supports, advocacy, and/or strategies.
 - One anonymous Case Study Success Story that highlights how HACM has supported clients to achieve their Housing Stabilization goals.
 - Describe any lesson learned and any organizational or programmatic changes made as a result of this work.
 - A final expense report showing how funds were spent based upon the approved budget proposal.
- g. **Budget Modifications:** Upon electronic submission of a “Budget Modification Request” by Subgrantee, City's Planning Manager (Housing Division) may authorize a budget revision only if the revision is between the same component. Budget Modifications reflecting adjustments between components will not be approved. 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 b. Such budget modifications shall be completed on the City Data Services (CDS) website at www.citydataservices.net. Because the City has required spending thresholds, any budget modification must be approved by the City in order to ensure the City meets the UWMC’s funding requirements.
- h. **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).
- i. **Improperly Expended Funds:** If City has reason to believe that any funds disbursed to Subgrantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Subgrantee, in writing, of the facts or conduct which warrant(s) such belief and shall provide Subgrantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If Subgrantee fails to demonstrate such compliance to the satisfaction of City within the time specified, upon request by City, Subgrantee shall immediately refund to City the amount determined to be improperly expended. Monies refunded must come from non-UWMC resources.

The provisions of this paragraph shall be in effect during the terms of this Agreement and for three years thereafter, or until such time as UWMC shall have certified after audit, that all funds disbursed to Subgrantee under this Agreement were expended in accordance with the terms and conditions hereof. The Subgrantee would be required to re-pay any improperly spent funds to the City of Salinas.

Section 4A. United Way Requirements

Subgrantee shall comply with the following requirements of the Community Impact Grant from United Way Monterey County for the Housing Stabilization Program

- a. Subgrantee will support internal clients and/or clients referred by Smart Referral Network agencies directly from the Smart Referral Network (SRN) software. Upon receiving electronic notification, Subgrantee will log in to the SRN to retrieve client contact info. Grantee will outreach to all clients referred within one week, provide a confidential intake, and a Smart Referral Network Economic Mobility Continuum (EMC) assessment. When

services are provided, Subgrantee will document in the SRN that the client was “enrolled”. After 3 months, Subgrantee will complete a post EMC assessment documenting client improvement. An EMC assessment will be completed every 3 months thereafter until the client no longer received services.

- b. SRN Referrals: Up to five HACM clients per month will receive smart referrals to other supportive services via the SRN. Services may include family assistance with food, health resources, utility assistance, financial literacy, childcare, employment coaching, and/or other services as needed.
- c. Subgrantee is expected to visibly recognize UWMC in all appropriate places including, but not limited to marketing materials, websites, presentations to donors or community groups; using UWMC’s name or logo and following the organizational branding guidelines when communicating about the services made possible by this grant or doing interviews related to it. UWMC encourages Subgrantees to make announcements of grants upon receipt of the grant payment. UWMC also welcomes your photos reflecting services made possible by the grant.

Section 4B. Other Program Requirements

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

Monitoring Grant Activities:

- a. City shall monitor the activities selected to ensure compliance with all UWMC requirements.
- b. The City will monitor the performance of the Subgrantee based on a risk assessment and according to the terms of this Agreement.
- c. If it is determined that the Subgrantee or any of its designees falsified any certifications, application information, financial, or contract report, the Subgrantee shall be required to immediately reimburse the full amount of the UWMC Community Impact Grant Award to the City and may be prohibited from any further participation in this program.
- d. As requested by the City, Subgrantee shall submit all documentation necessary to ensure that Subgrantee is in continued compliance with all UWMC Community Impact Grant Requirements and to determine if objectives listed in proposal are being met.
- e. Substandard performance as determined by City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subgrantee within a specified period of time after being notified by City, contract suspension or termination procedures will be initiated.

Evaluation: The City reserves the right to survey Subgrantee’s clients. If the City elects to survey Subgrantee’s clients, the City will deliver questionnaires to the Subgrantee and the Subgrantee will distribute those questionnaires to Subgrantee’s clients. Subgrantee’s clients may then remit completed questionnaires directly to the City. The method of return to the City would be clarified during the evaluation process. To maintain Subgrantee’s protection of client confidentiality, City agrees that client surveys will not contain questions requiring the survey-taker to reveal any personally identifying client data. Following receipt of clients’ completed questionnaires, the City shall forward a summary of the results to the Subgrantee.

Disclosure of Confidential Client Information: City and Subgrantee 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. Subgrantee expressly acknowledges that City is subject to the California Public Records Act and may, therefore, be obligated to disclose records pertaining to Subgrantee 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 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, City cannot guarantee or warrant that it will be able to keep submitted records confidential. Subgrantee therefore agrees to defend and indemnify City against any suit brought under the California Public Records act to obtain the records; otherwise, City shall not be obligated to defend such suit and may release the records.

Subgrantee shall comply with the Personally Identifying Information (PII) Policy.

Policies and Procedures: Subgrantees are required to produce specific policies and procedures, consistent with federal laws, statues, regulation, and City's requirements. Program policies and procedures must include the use of the SRN; coverage area; participant eligibility; suite of services offered; staffing pattern; problem solving to include diversions and/or rapid exit; participants termination and grievance process. Assistance shall be tailored to each participant's specific needs and housing barriers; implement best practices for returning participants experiencing housing instability via person centered practices that are tailored to each household.

VAWA Requirement: Violence Against Women Act (VAWA), reauthorized in 2013, expanded protections for victims of domestic violence, sexual assault, dating violence, and stalking in City programs. VAWA protections apply to all survivors regardless of age, sex, gender identity, race, national origin, familial status, disability, and sexual orientation, and extend to individuals affiliated with victim, including spouses, parents, siblings, children, and anyone residing in the household. VAWA protects City program participants against denial of assistance and termination of assistance or eviction based on survivor status and factors directly related to domestic violence, including job history, credit history, criminal history, or rental history. VAWA protections must be documented in the lease or rental agreement and provided to the participants served.

A. VAWA Rule Components: A participant cannot be denied assistance, terminated from a program, or evicted based on a status as a victim of domestic violence, sexual assault, dating violence, and stalking. An applicant cannot be denied access to housing or evicted based on factors directly related to the victimization, such as job history, credit history, criminal record, or rental history.

Notice of Occupancy Rights: A VAWA Notice of Occupancy Right and Victim Self-Certification Form (HUD Form-5380) must be given to a tenant by the Subgrantee when:

1. A program participant applies and is admitted to permanent housing or transitional housing.
2. An individual or family applies and is denied permanent housing or transitional housing.
3. A program participant receives notification of eviction.
4. A program participant is notified of termination of assistance.

5. In a tenant-based rental assistance, notice must also be given by the owner when a tenant receives notice of eviction.

Section 5. Records and Reports

Subgrantee shall provide to City's Planning Manager (Housing Division) or his/her designee, a Monthly Activity Report so that City may meet its record keeping and reporting requirements to UWMC. These reports shall be due by the tenth day of each month and will reflect the prior month's activities. Such Activity Reports shall be completed on the City Data Services (CDS) website at www.citydataservices.net. As required by City, Subgrantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by City, UWMC or designated agents. Subgrantee shall maintain all records required by the regulations specified this Agreement that are pertinent to the activities funded under this Agreement.

Subgrantee shall retain all records specified under this Agreement for a period of five years after the expenditures of all funds from the grant under which the last program participant was served.

Section 6: Indemnity; Insurance

Subgrantee 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 Subgrantee, 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 Subgrantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Subgrantee 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 Subgrantee 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.

Subgrantee shall reimburse City for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by City in enforcing the provisions of this Section.

Subgrantee shall maintain comprehensive general liability and property damage insurance or commercial general liability insurance, covering all operations of the Subgrantee, 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. **Subgrantees 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 Subgrantee or their Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Subgrantee 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 Subgrantee or their Contractor shall cause the insurer shall 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 Subgrantee 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 Subgrantee or Contractor. General liability coverage can be provided in the form of an endorsement to the Subgrantee 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 Subgrantee 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 Subgrantee 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

Subgrantee 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. Subgrantee 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 Subgrantee, its employees, agents, and subcontractors.

Subgrantee 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 Subgrantee 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. Subgrantee 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.

Subgrantee shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by Subgrantee to provide such substitution and extend the policy expiration date shall be considered a default. In the event Subgrantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Subgrantee 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.

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

In lieu of providing proof of insurance as required by Section 9(A) through (G) herein above, Subgrantee may provide a letter of insurance to City which represents and warrants to City that

Subgrantee 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 Subgrantee's knowledge, Subgrantee will be in a financial position to meet such potential liabilities when they occur.

Section 7. Subcontracts

Subgrantee may contract with one or more third parties (subcontractors) to carry out a portion of the services and program described in the Proposal, insofar as Subgrantee deems such to be proper and efficient.

Prior to Subgrantee entering into any agreement for any person or organization to render said services, the Subgrantee shall obtain written approval from City's Planning Manager (Housing Division). Such subcontracts, together with all other activities by or on behalf of Subgrantee, shall not require payment in excess of City's portion of the total project budget as stated in Part I, Exhibit A of this Agreement. The subcontractor shall be subject to the same terms and conditions that Subgrantee is subject to under this Agreement and Subgrantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. City shall in no event be liable to any subcontractor or any other creditor of Subgrantee and shall be liable to Subgrantee only in accordance with the terms and conditions of this Agreement.

Section 9. National Flood Insurance Program

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (Public Law 93-234, 42 U.S.C. 4001). The Subgrantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) in accordance with the requirements of Section 102(a) of said Act.

Section 10. Lead-Based Paint

Any grants or loans made by Subgrantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35 Subpart B and 24 CFR 570.608. Subgrantee will comply with the requirements of 24 CFR 92.355 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Subgrantee must provide the lead hazard information pamphlet to any resident who will be residing in a unit built before 1978. The tenant must receive the pamphlet before moving into the unit. If Subgrantee can document the tenant received the pamphlet previously, Subgrantee is not required to provide it again.

Such regulations pertain to all UWMC-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

For units older than 1978 which will house one or more children under the age of 6, landlord and tenant must complete a Lead-Based Paint Disclosure form. The form describes any known current

or previous lead-based paint hazards, and documents tenant's receipt of records and the lead hazard information pamphlet. Additionally, a visual lead-based paint assessment must be completed by a person trained in this inspection process. The inspection may be completed in conjunction with the habitability inspection if the inspector is qualified. At Intake, it should be noted on the Application Form if there will be any child in the household younger than 6 years. This information should be provided to the habitability inspector prior to their examination of the proposed rental unit.

Essential service activities, such as, counseling, case management, street outreach, referrals to employment, etc., are exempt and excluded from the lead-based paint inspection requirements. Subgrantee must keep record in each client file when "Protect Your Family from Lead in Your Home" pamphlet is issued.

Section 11. 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 Salinas City Council and by Subgrantee, 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.

Section 12. 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 Subgrantee 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 Subgrantee, if a corporation, or the management if not a corporation, and by the City of Salinas.

Section 13. Suspension and Termination

If Subgrantee 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 Subgrantee. Subgrantee 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 Subgrantee, become the property of City and Subgrantee 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 Subgrantee, 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 Subgrantee the repayment to the City of any funds

disbursed to Subgrantee under this Agreement, which were not expended in accordance with the terms of this Agreement, and Subgrantee agrees to promptly refund any such funds upon demand.

Notwithstanding the above, Subgrantee shall not be relieved of liability to City for damages sustained by City or others by virtue of any breach of the Agreement by Subgrantee, and City may withhold any payments to the Subgrantee for the purpose of set off until such time as the exact amount of damages due City from Subgrantee is determined.

Section 14. 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 are subject to the UWMC Community Impact Grant regulations, and Subgrantee 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.

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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 Subgrantee from the use of UWMC Community Impact Grant funds must be immediately reported as earned and returned to City.

Section 2. Uniform Administrative Requirements

- a. **Establishment and Maintenance of Records:** Subgrantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular 2 CFR, Part 230, "Cost Principles for Non-Profit Organizations", and 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations." 24 CFR Part 84, Subpart C, Sections 84.40 through 84.48 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

Records shall be maintained in accordance with any other requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of five years after receipt of the final payment under this Agreement per 570.502 (a)(16).

- 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 City upon reasonable request.
- c. **OMB Standards:** Unless specified otherwise within this agreement, the Subgrantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

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 Subgrantee 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.

Subgrantee 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 Subgrantee. 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." Subgrantee 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 Subgrantee;
- 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 Subgrantee and costs of modifying existing procedures.

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

Section 4. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 99-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Subgrantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Section 5. Executive Order No. 11063

Subgrantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy.

Section 6. Nondiscrimination

No person in the United States shall, on the grounds of race, color, sex, national origin, or religion be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. Additionally, discrimination on the basis of age, under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. 794] and the Americans with Disabilities Act of 1990, shall be prohibited under the performance of this Agreement. Subgrantee shall comply with

regulations found at Title 24, Code of Federal Regulations, Part 8, that complement Section 504 of the Rehabilitation Act of 1973.

The Subgrantee agrees to comply with the non-discrimination in employment and contracting opportunities, laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

- a. **Fair Housing Act [42 U.S.C. 3601 et seq.]**. No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- b. **Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.]**. No person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- c. **Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794]**. No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.
 - (i) A Subgrantee that employs less than fifteen (15) persons shall:
 - (a). Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR 8.6]
 - (b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR 8.51]
 - (ii) A Subgrantee that employees fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:
 - (a). Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR 8.53(a)]
 - (b). Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR 8.53(b)]

(c). Take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the Subgrantee does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. [24 CFR 8.54]

d. **Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131].**

No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

(i) A public entity that employs less than fifty (50) persons shall:

(a). Evaluate its current services, policies, and practices, and the effects thereof, and to the extent that such do not or may not meet the requirements of Subtitle A and the implementing federal regulations, shall proceed to make the necessary modifications. [28 CFR 35.105]

(b). Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs, or activities of the public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR 35.106]

(c). TDD's (telecommunication devices for the deaf) or equally effective telecommunication systems shall be used to communicate by telephone with individuals with impaired hearing or speech. [28 CFR 35.161]

(ii) A public entity that employs fifty (50) persons or more shall implement (i)(a), (i)(b) and (i)(c) above and in addition:

(a). Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities including any investigation of any complaint alleging noncompliance or any actions prohibited by ADA, make information about designated person available to all interested individuals, adopt and publish grievance procedures providing prompt and equitable resolution of complaints alleging any prohibited action. [28 CFR 35.107]

(b). Take appropriate steps to ensure communication with applicants, participants, and members of the public with disabilities are as effective as communications with others, furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, enjoy the benefits of, a service, program or activity, determine what type of auxiliary aid and service is necessary, give primary consideration to the requests of individuals with disabilities. [28 CFR 35.160]

Section 7. Affirmative Action

The Subgrantee agrees that it shall be committed to carry out pursuant to the Subgrantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative

Action guidelines to the Subgrantee to assist in the formulation of such program. The Subgrantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

a. **Executive order 11625, 12432, and 12138 Women-and Minority-Owned Businesses (W/MBE):** Subgrantee agrees to take reasonable steps to ensure that small businesses owned by women or by racial or ethnic minorities have the opportunity to compete for contracts resulting from this Agreement. The Subgrantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subgrantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. **Executive Order 11246 Equal Employment Opportunity and Affirmative Action (EEO/AA statement):** The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer. Subgrantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, or any other basis prohibited by applicable law. The Subgrantee shall take affirmative action to ensure that applicants that are employed and employees are treated during employment without regard to their race, color, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regards to race, color, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin or any other basis prohibited by law.

Affirmative Outreach

The Subgrantee will make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subgrantee intends to use to make known the availability of the facilities, assistance, and services will be available to reach persons of any particular race, color, religion, sex, age, national origin, familial status or disability who may qualify for those facilities and services, the recipient or Subgrantee must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subgrantee must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance,

services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subgrantee are required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

Section 8. Business and Employment Opportunities for Lower-Income Residents

Subgrantee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HCD regulations issued pursuant thereto at 24 CFR Part 135. Subgrantee is encouraged to the greatest extent feasible, to provide opportunities for training and employment be given to lower-income residents of the City of Salinas, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the City of Salinas.

Section 9. Labor Standards

Except with respect to the rehabilitation of residential property designed for residential use for less than eight units, Subgrantee and all contractors engaged under contracts in excess of \$2,000 for construction work financed in whole or in part with assistance provided under this Agreement, shall comply with HCD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve Subgrantee of its obligation, if any, to require payment of the higher rates. Subgrantee shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5. and, for such contracts in excess of \$10,000, 29 CFR 5a.3.b.

The provisions of the Davis-Bacon Act, (40 U.S.C. 276a to 276a-5) do not apply to the UWMC program.

Section 10. Acquisition and Rehabilitation of Real Property and Displacement of Persons and Businesses

If Subgrantee causes the involuntary temporary or permanent displacement of any person or business in connection with development of the Project, Subgrantee shall reimburse City for City's out-of-pocket costs and expenses, if any, related to compliance with 24 CFR 576.408, Policies for Displacement, Relocation, Acquisition, and Replacement of Housing, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("1970 Relocation Act"), and, if triggered by 24 CFR 92.353(e), Section 104(d) of the Housing and Community Development Act of 1974, including the costs of all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the 1970 Act, as amended, and the implementing regulations at 49 CFR Part 24. If triggered by 24 CFR 92.353(e), Subgrantee shall also reimburse City for City's out-of-pocket costs and expense to comply with Section 104(d) of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR 576.408. Subgrantee hereby agrees to indemnify City from and against, any and all claims and liabilities for relocation benefits required by the 1970 Act or other federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

Section 11. 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. Subgrantee 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 Subgrantee and Sub Subgrantee:** No employees, officer or agent of Subgrantee or any sub Subgrantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of Subgrantee or his employees must be immediately disclosed to HCD and to City.
 1. The Subgrantee shall maintain a written code of standard conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 2. No employee, officer, or agent of the Subgrantee shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Section 12. Reversion of Assets

Upon expiration of this Agreement, Subgrantee shall transfer to the City's UWNC fund any unexpended funds and any accounts receivable attributable to the use of UWMC funds. Housing Stabilization funds must be spent within the grant period by the Subgrantee. Residual assets derived from Subgrantee's use of UWMC funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of Subgrantee's assets derived from UWMC funding, if any.

Section 13. Lobbying Prohibited

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

If any funds other than Federal 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, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Agreement, Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Subgrantee shall require that this Section be included in the award documents for all sub-awards at all tiers in connection with this Agreement and that all Subgrantee shall certify and disclose accordingly.

Section 14. Faith-based Activities

- a. **Faith-Based Activities Organizations:** Faith-based activities organizations that are directly funded under the UWMC program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the UWMC-funded programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the UWMC-funded programs or services.
- b. **Religious Organizations:** A religious organization that receives UWMC funds will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct UWMC funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, Faith-based organizations may use space in their facilities to provide UWMC-funded services without removing religious art, icon, scriptures, or other religious symbols. An UWMC-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- c. **Religious Discrimination:** An organization that receives UWMC funds shall not, discriminate against a program participant or prospective program beneficiary on the basis of religion or religious belief.
- d. **Subgrantees.** Any sub-grantees of UWMC funds provided under this Agreement shall abide by the terms under faith-based activities with religious activities.

Section 15. Audits and Inspections

Subgrantee will, at any time during normal business hours and as often as City, citizens or the Comptroller General of the United States may deem necessary, make available to City, to citizens in accordance with the state, federal, and local law, and to representatives of the Comptroller General for examination of all of Subgrantee's records with respect to all matters covered by this Agreement, excepting in all circumstances any and all records or materials subject to protection pursuant to California Evidence Code §950 et seq. Subgrantee shall permit City, citizens notwithstanding 24 CFR 85.42 (f), and provide citizens with reasonable access to records regarding the past use of UWMC funds, consistent with applicable State and local laws regarding privacy, including the attorney-client privilege set forth in California Evidence Code §950 et seq. of confidentiality) and representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, and federal laws,

but at all times no information otherwise protected from disclosure pursuant to California Evidence Code §950 et seq.

Subgrantees receiving less than \$750,000 a year in Federal Grants are exempt from Federal audit requirements, but Subgrantee's records, as may be covered by the attorney client privilege, must be available for review upon request by City, or representatives of the Comptroller General for examination. Subgrantees receiving \$750,000 or more in Federal grants within a fiscal year shall have an audit made in accordance with 24 CFR 200

Subgrantee further represents to City that Subgrantee, as a quasi-federal 501(c)(3) organization, represents clients in confidential attorney-client relationships, and therefore neither Subgrantee, nor any of its employees, legal or administrative, are mandatory reporters as described in Welfare & Institutions Code Section 15630 and/or are exempted from reporting pursuant to Welfare and Institutions Code Section 15632(b) and shall maintain at all times the confidentiality of Subgrantee's clients.

Section 16. United Way of Monterey County 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 UWMC or City at any time, or if the grant to City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 17. Prohibition Against Payment of Bonus or Commissions

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission. Title I of the Housing and Community Development Act of 1974, as amended, with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Section 18. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but United Way Monterey County and City each reserve a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, (and to authorize others to use) all copyrighted material and all material which can be copyrighted.

Section 19. Patents

Any discovery or invention arising out of or developed during the course of work aided by this Agreement shall be promptly and fully reported to City for the sole determination by the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Section 20. 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. Subgrantee shall comply with provisions of the Hatch Act, which limits political activities of employees.

Section 21. Board of Directors

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

Section 22. 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

Subgrantee:

Executive Director
The Housing Authority of the County of Monterey (HACM)
123 Rico St
Salinas, CA 93907
Telephone: (831) 775-5000

Section 23. 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 24. 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 25. 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 26. No Waiver of Rights

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure

to provide notice of any breach of this Agreement or failure to comply with any terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or of any other promise. A waiver by City of any one or more of the conditions of performance within this Agreement shall not be construed as a waiver(s) of any other condition of performance under this Agreement.

Section 27. Counterparts

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

Section 28. No Third-Party Rights

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

Section 29. Modification

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

Section 30. Severability

It is the intent of the parties that in the event that any provision herein is held to be invalid, the remaining provisions shall continue in full force and effect unless enforcement of the Agreement so modified would frustrate the purpose of this Agreement.

Section 31. Further Assurances

Each party agrees to do such further acts and things and do and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in a manner contemplated hereby.

Section 32. Entire Agreement

This Agreement constitutes the entire agreement between City and Subgrantee and is the final expression of City and Subgrantee with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. City and Subgrantee 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 City and Subgrantee.

Section 33. 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 34. 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, City's attorneys' fees shall be calculated at the market rate.

Section 35. Credit for UWMC Funding and City of Salinas

The Subgrantee shall include the UWMC logo and the City of Salinas logo, where feasible, on website and written materials about the UWMC-funded program and include a statement such as “This program funded, in part, by UWMC in collaboration with the City of Salinas.”

Section 36. Compliance with Laws

Subgrantee’s performance under this Agreement shall be in accordance and full compliance with all applicable federal, state, and local laws and any UWMC rules or regulations promulgated thereunder.

Section 37. Close-outs

The Subgrantee’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to disposing of program assets (including the return of all unused materials, equipment, unspent funds, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over UWMC funds, including program income.

Section 38. Historic Preservation

The Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, as authorized representatives of the **CITY OF SALINAS** and **THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY**, a quasi-federal 501(c)(3), have executed this Agreement.

City of Salinas

Subgrantee:

By: _____
Jim Pia, Interim City Manager

By: _____
Zulieka Boykin, Executive Director

APPROVED AS TO FORM:

BY: _____
Christopher Callihan, City Attorney

DRAFT

EXHIBIT A – Budget

FY 2023-2024 BUDGET:

Approved Funding Amount:	\$331,000.00
New Landlord Incentives	\$31,000.00
Security Deposits	\$300,000.00

DRAFT

EXHIBIT B - SCOPE OF WORK & ADDITIONAL GOALS

Project Description:

HACM will provide housing navigation, stabilization financial assistance and housing navigation services to participants in Monterey County. Services will assist participants to secure permanent suitable housing.

Additional Goals

Measure	Metric	Target
Housing Stabilization Financial Assistance - Assist Section 8 recipients to obtain and retain affordable housing	Provide a monthly SRN report to demonstrate the unduplicated counts.	Serve a minimum 85 unique Section 8 recipients during the life of the funding.
Housing Navigation and case management	Provide a monthly SRN report to demonstrate the type of housing navigation and case management provided.	10 participants per month during the life of the funding.
Smart Referral Network Referrals	Provide a monthly SRN report to demonstrate the number referrals made.	A minimum of five SRN referrals per month during the life of the funding.

DRAFT

EXHIBIT C – SMART REFERRAL SOFTWARE DATA SHARING AND USER AGREEMENT BETWEEN UWMC AND SUBGRANTEE

BACKGROUND

United Way Monterey County’s Vision is to create a caring and connected community where everyone has an opportunity to succeed. One of our strategies is to help residents navigate systems and access a wide range of services more effectively through referral networks.

[The Active Referral Network](#) (ARN) provides opportunities for front line workers to learn about local organizations that provide critical services in our community. We meet monthly to share service information, learn about important programs addressing immediate needs and learn how to make referrals. The ARN fosters collaboration, develops relationships, and facilitates “active” referrals to a specific staff person.

To increase the scale and impact of the ARN and document outcomes, the United Way Monterey County has developed [Smart Referral Network Software](#) (SRN). The SRN allows users to support whole person care for their clients by making “closed loop” referrals to regional and complementary community benefit organizations. Case Managers, Community Health Workers, other front-line workers, and people in need use the program to search for services in the Monterey County 211 health and human service database. They electronically send referrals and receiving community benefit organizations document when referrals result in services. The SRN is “smart” in that it compares demographics with program eligibility requirements to prioritize search results.

It also allows for the measurement of fifteen social determinants of health outcomes of those services. Dozens of local community benefit organizations have signed this agreement use the SRN to provide wrap around services and ensure referrals lead to impactful outcomes for their clients.

Data Sharing

The SRN is a resource, information and referral hub that connects residents with health and human services; services in the SRN include but are not limited to financial assistance, debt and tax preparation, counseling, housing, food, transportation, employment and job training, and disaster relief. Partners work with their Clients make “closed loop” referrals. Case Managers use the SRN to search for services in the 211 database and/or SRN and generate a prioritized list of complementary services that address the need and would accept the client. Case Managers electronically send referrals and document when referrals lead to services, including the economic mobility and social determinants of health outcomes of those services. Partners have access to client dashboards where they can respond to referrals received, monitor the services their clients receive, keep track of their clients’ outcome improvements, and run reports. This program helps inform any additional services clients might need and allows service providers to work together to ensure Clients have access to the most appropriate services.

In order to generate the list of prioritized services, the SRN matches client demographic information with service eligibility requirements. The SRN collects the following client

demographic information: name, date of birth, education, access to health insurance, race, ethnicity, income, address, veteran status, and disability status.

Cyber Security, Access, Permissions, and Infrastructure:

Each Partner receives personalized onboarding, training, and ongoing technical assistance. Partners are assigned user levels, roles, and permissions. Access is web based and controlled by login with user names and unique passwords.

Before referrals can be made, clients must sign or indicate referral consent. This form is available in English and Spanish on the SRN and can be signed online, on a hard copy or via text message, and attached to the client profile. Clients can provide verbal approval after a Case Manager reads the forms to their Clients. SRN program and client rights information are included in the Referral Authorization & Consent to Release of Information form. See Attachment B for a copy. Clients have the right to access and verify their personal information, to receive a list of Partners belonging to the SRN, to revoke their referral authorization and consent to release of information at any time.

Partners can see client level demographic information only if they have made a client referral to another Partner or received a client referral from another Partner. All referral outcomes including health services will not include Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Users who send referrals to health services cannot see if a referral resulted in a service. Users who receive referrals from health service agencies, cannot see the agency information or referring agent's name or contact information.

United Way Monterey County staff with administrative access credential have access to all partners SRN activity and client level demographic information, referral history, and social determinants of health outcomes.

The SRN is covered with Cybersecurity Insurance protection that includes Security Breach Response Coverage. The policy covers costs to notify individuals affected or reasonably believed to be affected by such "Security Breach", including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail, including "voluntary notification."

Client level data is stored on Amazon Web Services Cloud that is infinitely scalable. Data is secured and encrypted at rest and in transit. Data is redundantly stored for disaster recovery. The SRN benefits from Amazon security oversight, regular penetration testing, and 100% approved audits at Federal government level.

See Data Sharing Agreement [Attachment A](#) for more details, information, and requirements.

Confidentiality and Privacy

Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this agreement without assurance that such information and the value thereof will be distributed only on a need to know basis and will be protected at least at the same level the organization uses to protect its own confidential

information. By signing this agreement, each party agrees to only use personal information for the express purpose of making referrals and providing services and comply with Health Insurance Portability & Accountability Act (HIPAA) Certification. Please refer to Attachment C for HIPAA compliance certification.

PARTNER RESPONSIBILITIES UNDER THIS MOU

- Agree to develop workflow to use SRN.
- Own and maintain its Client data that will be located in Amazon Web Services in the SRN System.
- Respond to its Clients' personal information requests.
- Identify the case managers and team members to be provided access to the SRN System for collaboration purposes.
- Ensure effective onboarding and Client hand over when case managers and/or team members assigned to the SRN system leave the organization.
- Create and maintain users belonging to agency including deletion of users no longer with the organization or who no longer need access to the software.
- Implement reasonable administrative, physical, and technical safeguards to protect confidential or Protected Health Information (PHI) Client information.
 - Report to United Way any use or disclosure of confidential or Protected Health Information (PHI) which is not in compliance with terms.
 - To mitigate, to the extent practicable, any harmful effect that is known to grantee of a use or disclosure of confidential or Protected Health Information (PHI) by grantee.

Referrals:

- Participate in SRN orientation to learn how to access the SRN software.
- Regularly participate in monthly ARN meetings and quarterly SRN Meetings.
- Commit to making Smart Referrals aligned with their business operations and capacity.
- Follow up on all Smart Referrals to ensure referral leads to a service.
- Respond to referrals received and indicate that they are "received" in their Smart Referral Network inbox.

Services:

- Complete 211 SRN intake form to ensure services are in 211 ICarol database.
- Update service information as needed;
 - 211 will send automatic notifications and links to update once per year.

Partners' Clients:

- Review Client Referral Authorization & Consent to Release of Information document with clients and answer any questions to ensure informed consent.
- Collect and input client consent into the SRN.

UNITED WAY MONTEREY COUNTY RESPONSIBILITIES UNDER THIS MOU

Software

- Facilitate, coordinate, and support access to the SRN platform for partner agency noted on this MOU.
- Train Partners on software use, privacy policies, and outcome evaluation.

Reporting

- Grant Partners access to run reports on:
 - # and type of referrals received and made by individual staff members
 - # and type of referrals that lead to services
 - # and % of their Clients that improve in economic mobility and determinants of health (as a result of active referrals or of Partner’s services if used as an outcome measurement tool)

TERM AND TERMINATION

Term. The term of this MOU shall commence on the date signed and continue indefinitely. Partners will be required to sign a new MOU if the SRN MOU is updated.

Termination of MOU

Either party may terminate this MOU without stating a cause or reason upon fifteen (15) days prior written notice to the other party.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

United Way Monterey County

Partner Organization

Signature: _____

Organization: _____

Signature: _____

Name: Josh Madfis

Name: _____

Title: VP Community Investments

Title: _____

Date: _____

Date: _____