

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, September 20, 2022

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Kimbley Craig

Councilmembers:

Carla Viviana González, District 1 - Tony Barrera, District 2

Steve McShane, District 3 - Orlando Osornio, District 4

Christie Cromeenes, District 5 - Anthony Rocha, District 6

Steven S. Carrigan, City Manager

Christopher A. Callihan, City Attorney

City Clerk's Office: (831) 758-7381

PUBLIC NOTICE

This meeting is being conducted consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The public may view the meeting on television and/or online and may participate in-person in the Council Chamber.

PLEDGE OF ALLEGIANCE**ROLL CALL****PROCLAMATION**

Childhood Cancer Awareness Month, September 2022

National Hispanic Heritage Month, September 15 - October 15, 2022

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the City Council meeting in person. Public comment may also be submitted via email at PublicComment@ci.salinas.ca.us and will be entered into the record.

PUBLIC COMMENT TIME RESTRICTIONS

Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

Receive public communications on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consent, Consideration, and Closed session items should be held until the items are reached. The public may request that the legislative body consider adding an item for consideration on a future agenda. The public may comment on scheduled agenda items, including closed session items, as they are considered.

PUBLIC HEARINGS

[ID#22-507](#)

Salinas United Business Association (SUBA) FY 2022-2023 Annual Assessment

Recommendation:

Approve a Resolution to levy and collect the annual assessment in the Salinas United Business Association ("SUBA") Business Improvement Area ("BIA") for Fiscal Year (FY) 2022-2023, following the tabulation of any written protests submitted against the proposed assessment.

[ID#22-484](#)

Submission of Consolidated Annual Performance and Evaluation Report for FY 2021-22 to the United States Department of Housing and Urban Development

Recommendation: Approve a Resolution approving the Fiscal Year (FY) 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submittal to the United States Department of Housing and Urban Development (HUD).

CONSENT AGENDA

All matters listed under Consent Agenda may be enacted by one motion unless a member of the Council or the public requests discussion or a separate vote.

[ID#22-525](#) **Minutes**

Recommendation: Approve minutes of August 23, 2022.

[ID#22-522](#) **Financial Claims**

Recommendation: Approve financial claims report.

[ID#22-489](#) **Janitorial Maintenance Service Agreement**

Recommendation: Approve a Resolution awarding Janitorial Service Agreement to Estrada Janitorial Service in the amount of \$736,980 per year.

[ID#22-498](#) **2023 City Council Meeting Calendar**

Recommendation: Approve the 2023 City Council Meeting Calendar.

[ID#22-499](#) **200 Lincoln Ave City Hall and Rotunda Exterior Painting**

Recommendation: Approve a Resolution authorizing an Agreement for Services with McLaughlin Paint, Inc. to paint the City Hall and Rotunda Buildings at a cost not to exceed \$115,000.

[ID#22-500](#) **California Office of Traffic Safety Grant for the Selective Traffic Enforcement Program**

Recommendation: Approve a Resolution accepting the 2023 California Office of Safety grant in the amount of \$160,000 for the Selective Traffic Enforcement Program.

[ID#22-501](#) **California Office of Traffic Safety Grant for the Pedestrian and Bicycle Safety Program**

Recommendation: Approve a Resolution accepting the 2023 California Office of Traffic Safety grant in the amount of \$110,233 for the Pedestrian and Bicycle Safety Program.

[ID#22-505](#) **2022 California International Airshow Permit at the Salinas Municipal Airport**

Recommendation: Approve a Resolution approving the Airport Use Permit for the 2022 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport.

[ID#22-506](#) **System Wide Playground Repairs, Focusing on 93905 and 93906**

Recommendation: Approve a Resolution authorizing the City Manager to enter into Agreements with Miracle Playsystems and Ross Recreation, Inc., and for the purchase of playground equipment and labor to repair playground structures at designated locations throughout the park system, with a focus on ARPA funding direction provided by Council.

[ID#22-508](#) **Fire Station Security Camera Systems**

Recommendation: Approve a Resolution authorizing the purchase and installation of Verkada security camera systems at all fire stations through MJ Communications at a total cost of \$112,958.84.

ID#22-509 **Amendments to Standard Agreement #5010-197 with the County of Monterey for the Salinas ARPA/PRK Motel Program**

Recommendation: Approve a Resolution authorizing the City Manager or designee to execute Amendment No. 1 to Agreement #5010-197 with the County of Monterey to extend the agreement term through to June 30, 2023 and revise the total contract amount to \$3,858,925; and Amendment No. 2 to Agreement #5010-197 to accept and administer \$1,500,099.92 of County of Monterey American Rescue Plan Act and all applicable agreements.

ID#22-517 **Authorization to Support California Department of Transportation Reconnecting Communities Pilot Project Discretionary Grant**

Recommendation: Approve a Resolution authorizing the Mayor to submit a letter of support for California Department of Transportation (Caltrans) Reconnecting Communities Grant and approving the City's commitment to fund a portion of the required local match contribution, if awarded.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Receive communication from Councilmembers on reports, appointments and future agenda items. Councilmember comments are generally limited to three minutes.

CLOSED SESSION

*Receive public communications from the audience on Closed session items.
The City Council will recess to closed session pursuant to:*

- ID#22-524**
- a. **Existing Litigation** - California Government Code Section 54956.9(a), conference with legal counsel regarding, *Estate of Jorge D. Alvarado v. City of Salinas*, Workers' Compensation Appeal Board Case No.: ADJ16038454.
 - b. **Existing Litigation** - California Government Code Section 54956.9(a), conference with legal counsel regarding, *Sierra Felker v. City of Salinas*, Workers' Compensation Appeals Board Case Numbers: ADJ9687066; ADJ7810031.
 - c. **Labor Relations** - California Government Code Section §54957.6 with its designated labor representatives Steven S. Carrigan, City Manager; Jim Pia, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Mark Roberts, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resources Analyst; and Matt Weatherly, President, Public Sector Personnel Consultants, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Non-Management Employees, Confidential Management Employees, and Department Directors.
 - d. **Labor Negotiations** - California Government Code section 54957.6, with its

designated labor representatives Steven S. Carrigan, City Manager; Jim Pia, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Mark Roberts, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resources Analyst; Che Johnson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees.

- e. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, Santa Rita Union High School District, et al. v. City of Salinas et al., Monterey County Superior Court Case No. 20CV000242.
- f. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, Alisal Union School District, et al. v. City of Salinas, et al., Monterey County Superior Court Case No. 20CV00340.

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings and in accordance with Californian Government Code Section 54954.2, unless otherwise allowed under the Brown Act. City Council agenda item reports may be viewed at the Salinas City Clerk's Office, 200 Lincoln Avenue, Salinas, and are posted on the City's website at www.cityofsalinas.org via the hyperlinks provided on the agenda. The City Council may take action that is different than the proposed action reflected on the agenda.

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Requests should be referred to the City Clerk's Office At 200 Lincoln Avenue, Salinas, 758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the city by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

PUBLIC NOTIFICATION

This agenda was posted on Friday, September 16, 2022 at the City Clerk's Office, in the Council Rotunda, and the City's website.

Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx> and televised

live on Channel 25 at 4 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on the Wednesday, Friday, Saturday and Monday following the meeting. For the most up-to-the-minute Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at <http://tinyurl.com/salinas25>. Recent City Council meetings may also be viewed on the Salinas Channel on YouTube at <http://www.youtube.com/thesalinaschannel>.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-507, **Version:** 1

Salinas United Business Association (SUBA) FY 2022-2023 Annual Assessment

Approve a Resolution to levy and collect the annual assessment in the Salinas United Business Association ("SUBA") Business Improvement Area ("BIA") for Fiscal Year (FY) 2022-2023, following the tabulation of any written protests submitted against the proposed assessment.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: MEGAN HUNTER, DIRECTOR

BY: CRYSTAL CASILLAS, COMMUNITY DEVELOPMENT ANALYST (LIMITED-TERM)

THROUGH: LISA BRINTON, ASSISTANT DIRECTOR

TITLE: RESOLUTION TO LEVY SALINAS UNITED BUSINESS ASSOCIATION (SUBA) FY 2022-2023 ANNUAL ASSESSMENT

RECOMMENDED MOTION:

A motion to approve a Resolution to levy and collect the annual assessment in the Salinas United Business Association (“SUBA”) Business Improvement Area (“BIA”) for Fiscal Year (FY) 2022-2023.

RECOMMENDATION:

It is recommended that the City Council

1. hold a public hearing to consider written testimony regarding the annual levy of assessment in the SUBA BIA for FY 2022-2023;
2. tabulate and confirm any protests; and
3. provided that protests received represent less than 50% of the assessments proposed to be levied, approve a resolution which denies such protests, and confirms the SUBA Annual Report for FY 2021-2022 (“Annual Report”) and its proposed budget for FY 2022-2023, which shall constitute the levy of assessment for this fiscal year; and

EXECUTIVE SUMMARY:

As required by California Streets and Highways Code Section 36535, “Parking and Business Improvement Area Law of 1989”, prior to considering approval of a resolution to levy the annual assessment in the SUBA BIA, the City is to hold a public hearing to receive the testimony of all interested persons for or against the levy of an assessment for FY 2022-2023. Provided that

protests received represent less than 50% of the assessments proposed to be levied, the Council can confirm the Annual Report and its proposed budget for FY 2021-2022, which shall constitute the levy of assessment for this fiscal year.

BACKGROUND:

The Salinas United Business Association (SUBA) is a 501(c)(6) nonprofit corporation appointed by the City Council to serve as the Advisory Board of the Business Improvement Area formed in 2004 under the Parking and Business Improvement Area Law of 1989. Through the levying of assessments, SUBA provides district members with benefit services - support and resources they need to be successful business owners including business training, marketing, and streetscape beautification and maintenance. The SUBA BIA is located in East Salinas, its boundaries include the major commercial corridors of E. Market and E. Alisal Streets and N. Sanborn Road. A boundary map is provided as an attachment to this report. No boundary changes are proposed.

On August 9, 2022, the City Council received SUBA's 2021-2022 Annual Report and approved a Resolution of Intention (R.O.I.) to hold a public hearing on September 20, 2022, to consider the levy and collection of assessment for 2022-2023. As required by the Streets and Highways Code, R.O. I. 632 was noticed in the Monterey Herald, a local newspaper, on August 19, 2022, not less than seven (7) days prior to the public hearing. Since then, the City's Finance Department provided an updated calculation of assessment for 2022-2023 which totaled \$109,149. SUBA has modified its proposed budget for 2022-2023 to reflect the revised assessment amount. The updated 2022-2023 budget has been added as an attachment and will be incorporated into the 2021-2022 Annual Report.

DISCUSSION:

Consideration of Annual Levy of Assessment

At the hearing, Council will hear the testimony of all interested persons for or against the levy. If protests of BIA members are less than 50% of the assessments proposed, the Council can duly overrule protests and deny all said protests and objections. Following the hearing, the Council may confirm the FY 2021-2022 Annual Report as filed by SUBA, (incorporating the revised 2022-2023 budget) or the Council may modify the Annual Report and confirm it as modified. Adoption of the resolution confirming the FY 2021-2022 Annual Report shall constitute the levy of assessment for FY 2022-2023.

If written protests are received from the owners of businesses in the SUBA BIA which will pay 50% or more of the assessments proposed to be levied in FY 2022-2023 and protests are not withdrawn so as to reduce the protests to less than that 50%, no further proceeding to levy an assessment for FY 2022-2023 shall be taken for a period of one year from the date of the finding of a majority protest. If the majority protest is only against the furnishing of a specified type of improvement or activity in the Business Improvement Area, those types of improvements or activities will be eliminated.

CEQA CONSIDERATION:

The City of Salinas has determined that the proposed action confirming SUBA's annual report and considering SUBA's annual levy of assessment is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

STRATEGIC PLAN INITIATIVE:

This staff report and recommendations aligns closely with the City Council's goals (2022-2025) of Economic Development and Public Safety. SUBA utilizes the BIA assessment to provide small businesses with access to the educational, technical assistance and financial resources they need to prosper and expand and engaging businesses in existing beautification efforts and to promote cleanliness and safety in the commercial corridor.

DEPARTMENTAL COORDINATION:

Community Development staff acts as SUBA's city liaison. The Finance Department assisted Community Development with verifying the assessment projections for 2022-2023. As highlighted in the Annual Report, Community Development, Public Works and Police Department staff have collaborated with SUBA to support its goals of improving the safety, cleanliness and appearance of the BIA.

FISCAL AND SUSTAINABILITY IMPACT:

The levy of assessment for FY 2022-2023 will have no fiscal impact on the General Fund. Under the amended Ordinance (2019), SUBA is to remit and collect the assessment. Designated city liaison's time for coordination with SUBA, participation in Board Meetings, and review of the annual report and processing of the annual levy of assessment is already allocated through staff time in the adopted 2022-2023 City budget.

The Salinas Municipal Code Section 21B-40. Collection of assessments; delinquencies. states that assessments will be due and payable in advance on November 1st.

ATTACHMENTS:

1. Resolution to Levy 2022-2023 Assessment
2. 2021-2022 SUBA Annual Report
3. SUBA BIA 2022-2023 Assessment Calculations
4. SUBA Proposed Budget 2022-2023 Revised
5. Map – SUBA Boundaries

RESOLUTION NO. _____ (N.C.S.)

**RESOLUTION LEVYING FISCAL YEAR 2022-2023 ASSESSMENTS FOR THE
SALINAS UNITED BUSINESS ASSOCIATION BUSINESS IMPROVEMENT AREA**

WHEREAS, Division 18, Part 6, of the California Streets and Highway Code authorizes the establishment of a Parking and Business Improvement Area pursuant to the provisions of section 36500, et seq; and

WHEREAS, the former Sunset Avenue Redevelopment Area is occupied by businesses and retail stores which are underutilized and unable to attract customers due to inadequate facilities, services, and activities in the business district; and

WHEREAS, the Salinas City Council adopted Ordinance No. 2437 establishing the Salinas United Business Association Business Improvement Area (“SUBA BIA”) on August 23, 2004; and

WHEREAS, Ordinance No. 2455 adopted by Council on September 20, 2005, revised said BIA’s method of assessment; and

WHEREAS, at its August 9, 2022 meeting, the City Council approved Resolution No. 639 (R.O.I.) entitled “Resolution of Intention to Levy an Annual Assessment in the SUBA Business Area for Fiscal Year 2022-2023,” R.O.I. No. 639 accepted the Advisory Board’s FY 2021-2022 Annual Report and set a public hearing date to consider the levy of assessment; and

WHEREAS, as required by the Streets and Highways Code, R.O. I. 639 was noticed in the Monterey Herald, a local newspaper, on August 19, 2022, not less than seven (7) days prior to the public hearing; and

WHEREAS, since the City Council meeting on August 9, 2022, the City’s Finance Department has provided a calculation of assessments for 2022-2023 for a total of \$109,149 and SUBA has provided a new 2022-2023 budget report to reflect the change in assessment total; and

WHEREAS, as set forth in R.O.I. No. 639, a public hearing was held on September 20, 2022, in the City Council Chambers of the City Council at 200 Lincoln Avenue, Salinas. At the hearing the City Council heard and duly considered protests and objections, both oral and written, to the levy of an assessment for FY 2022-2023 within said BIA; and

WHEREAS, the protests and objections, both written and oral, to the levy that were received and duly considered during said hearing comprised less than 50% of the assessments proposed to be levied; and

WHEREAS, The City of Salinas has determined that the proposed action confirming SUBA’s annual report and considering SUBA’s annual levy of assessment is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL that the Council duly overrules protests of businesses, which will pay less than 50% of the assessments proposed to be levied and denies all of said protests and objections; and

BE IT FURTHER RESOLVED that the SUBA Business Improvement Area FY 2021-2022 Annual Assessment District Report and Budget for FY 2022-2023 is confirmed as originally filed, which shall constitute the levy of assessments for the SUBA Business Improvement Area for FY 2022-2023.

PASSED AND ADOPTED this 20th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



Salinas United Business Association
Board of Directors 2021/2022

President

Juan Jose Mancera-Pueblo Income Tax

Vice-President

Griselda Rodriguez-Electronics Plus

Treasurer

Sylvia Agamao-Leal Bakery

Secretary

Natalie Angulo-Galaxy Party Supply

Past President

Rodolfo Rodriguez-La Plaza Bakery

Directors

Lupe Covarrubias-Martinez- County of Monterey

Tony Valencia-Radio Lazer

Lauren Chavez-Cricket Wireless

Angie Ramos-Salinas Pizza

City of Salinas Liaisons

Orlando Osornio

Crystal Casillas

Executive Director

Alejandro Chavez

2021-2022 Annual Report

Approved by SUBA Board of Directors

VISION

*"The New Alisal is the jewel of the Salinas Valley,
an economic powerhouse and a thriving
community where everyone is welcomed"*

MISSION

*"We are a community driven business
association rising to improve East Salinas
business district"*

Report Index

Organization	2
Goals-Accomplishments	2
Challenges	7
Goals	8
2021/2022 Budget	12
Proposed 2022/2023 Budget	13

Salinas United Business Association

600 East Market Street, Ste. 205, Salinas, CA 93905 subasalinainfo@gmail.com subasalininas.org

(831) 796-0896 Fax: (831) 796-0876

The Salinas United Business Association (SUBA) is a 501 (c) 6 nonprofit corporation appointed by the City Council to serve as the Advisory Board of the Business Improvement Area (BIA) formed in 2004 under the Parking and Business Improvement Area Law of 1989. Through the levying of assessments, SUBA provides area members with benefit services, support and resource they need to be successful business owners including business training, marketing and streetscape beautification and maintenance.

Organization:

The Salinas United Business Association (SUBA) is a 501 (c) 6 nonprofit corporation appointed by the City Council to serve as the Advisory Board of the Business Improvement Area (BIA) formed in 2004 under the Parking and Business Improvement Area Law of 1989. Through the levying of assessments, SUBA provides district members with benefit services, support and resources they need to be successful business owners including business training, marketing, and streetscape beautification and maintenance.

This Annual Report for FY 2021-2022 is required by California Streets and Highways Code Section 36533, so that the City Council may be advised of the previous year's activities and uses of annual assessments levied on businesses within the SUBA Business Improvement Area. With Council approval, the SUBA Annual Report will also provide direction for SUBA activities and use of assessment district funds in the coming fiscal year.

SUBA implements its annual work program and supports the Area's business community through the efforts of its Board of Directors and volunteers. The Board of Directors consists of currently of nine (9) voting members. In addition, there are two non-voting members: one City Council member and a City of Salinas representative (City Manager or designee).

2021-2022 Goals-Accomplishments:

COLLABORATE Collaborated throughout the year with the City of Salinas, in particular with the Community Development Department, Parks and Recreation Department, Salinas Police Department events, public safety meetings, dispersing of information, working on COVID-19 issues and participating in the Small Business Recovery Task Force to name a few.

WORK Worked throughout the year with the County Health Department, the City's Code Enforcement, Salinas City Police Department, Monterey County Work Force Development Program, SUBA members and Cal Trans to improve monitoring of city and county health and safety and had a few clean ups throughout year. SUBA monitored and worked with the Police Department and Public Works to deal with issues with the homeless and a continued increase in crime, especially burglaries throughout the SUBA area. SUBA had three safety meetings throughout the area to try and address many of the issues. Our focus was on assisting SUBA small businesses in providing assistance to apply for EIDL loans, EIDL grants, finding other grants and assisting in applying for these grants.

In addition, SUBA directly assisted small businesses in following guidelines set for by the grant. Assisting various busienssnes with the necessary paperwork in

order to follow the prerequisites and guidelines that were given to the small businesses by the grantors. In many cases small businesses were directly assisted by SUBA through the grant process, sending necessary documentation, and assisting businesses with the grantors request for submittal of reports and/or surveys to the grantors as necessary.

OFFER

SUBA offered and promoted the events from El Pajaro CDC, Negozee, Mission Services Corporation, Cal Coastal and the City of Salinas business workshops and classes for small business growth and development. SUBA partnered with Mission Services Corporation, Negozee and other partners to offer business workshops and classes for small business growth and development. We had a total of 46 businesses that participated in these workshops and classes. SUBA continued its partnership with the partners above, but in particular with Negozee and Contreras Financial to offer Business Classes/Talks for our SUBA members a total of 164 businesses participated in these webinars.

25 Webinars-Holiday Shopping (1), Taxes for Businesses (2), EIDL Loans (2), PPP Loans and the Process (2), Business Preparedness to Re-Open (2), California Relief Grant Application Process (2) PPP Loan Forgiveness (2), Importance of Having a Bank Business Account (1), Financial Planning for the Future (1), How to use Zoom (1), How to apply for Microbusiness Grants (2), The Importance of Taking Care of your Health (1), Basic English and Terminology for Businesses (1), Basics of Computers (1), Basic Accounting for Small Businesses (1), What Employers Need in Today's Business World (1), Labor Law Update (2), Como Crear un Sitio Web (1), State Resources for Businesses (1),

SUBA held its 2nd Annual Día del Niño Event at Cesar Chavez Park. Throughout the day we had approximately 4,000 people come and go. We had 7 kid and youth performances. There were 15 food vendors, there was 37 vendors of products and services and 31 non-profits sharing information. The event was extremely well run and successful. SUBA reached out to many of our small businesses to offer them first chance at being vendors at the event. In addition, many of our businesses sponsored or donated to the event.

Several of our businesses participated as sponsors and vendors. Included in the list of our SUBA businesses were the following:

Galaxy Party Supply, Joya Radio, Juguería La Tropical, Los Arcos del Alisal, Panadería 3 Hermanos, Deli Café 3 Hermanos, United Rentals, Creaciones de Angel, Electronics Plus, Navarro's Furniture and Hernandez Produce.

Other Sponsors included:

Hartnell College Foundation, Reyes Party Supply, City of Salinas, 7 Point Protection, ISA, Salinas Valley Sanitation, Inc., Caliber Home Loans, Self-Help Credit Union, Alejandro 4 Homes, Republic Services, Papé, The Home Depot, Rava Ranches and Lowes.

SUBA held several events promoting the SUBA area this year including the following:

3rd Annual Small Business Saturday, where over 42 businesses participated in. The event drew hundreds of people to the Alisal. The event was promoted through radio and through social media.

Holiday Lotería promotion was held in the SUBA area in conjunction with the City of Salinas. A total of 45 SUBA businesses participated in the SUBA/City of Salinas Lotería. We held the lotería promotion from December 6th through January 7th. A total of 21 winners for the promotion of lotería. Prizes included gift certificates to El Zacatecano, Salinas Pizza, El Pollo Dorado, Leal Bakery and a variety of gift bags as well.

SUBA participated with the City of Salinas and Ciclovía at the Ciclovía Salinas Event. All participants that shopped at any SUBA business could enter into a drawing to win a prize. 12 prizes were given out at the Ciclovía event. The prizes included gift bags full of goodies, as well as gift certificates from various SUBA businesses.

IMPLEMENT

Our plan to implement projects aimed at the beautification of the business corridor within the SUBA area was a bit limited. We planned to have eight clean ups, however there was still a bit of fear of COVID-19 and we also had a few spikes and mandates at times. We did however have 3 clean ups in the SUBA area. In addition to these cleanups there was a collaboration between SUBA, the Salinas Chamber of Commerce, Blue Zones and Amor Salinas to do a cleanup in November. Lastly, SUBA collaborated with the Amor Salinas movement for a small cleanup and kickoff event of Amor Salinas at La Paz Park in the SUBA area.

There was a focus on connecting businesses to the utilization of the Salinas App. In addition, there was a greater amount of small clean ups that occurred by City Staff when complaints came from SUBA through emails, phone calls and/or the Salinas Connect App were utilized this past year.

SUBA assisted in promoting small business members' participation in training and educational opportunities made available through all of the partners mentioned above. This past year there were 173 businesses that participated in various trainings from our classes and webinars that were offered

to our members. Additionally, our partnership with Negozee, Mission Services Corporation and Contreras Financial offered SUBA opportunities for face-to-face workshops.

SUBA met with hundreds of businesses to talk to them about COVID-19 related matters including grants and loans as well as closures, PPE equipment etc. We went directly to the businesses with our laptop to fill out applications and/or they came by making appointments to the SUBA office. We assisted with vaccination information, vaccination appointments and supporting our businesses through the pandemic.

We handed out some PPE equipment as needed and this happened various times throughout the year. Along with information regarding closures, openings, re-openings, grants, loans were handed out, calls were made, social media posts were made and emails were sent with the information throughout the year. **Over 400 businesses were given information throughout the year.**

SUBA maintained the Business Resource Center available to our members and provide basic marketing support to business members, social media training through our business partners. SUBA will continue to foster and advocate for our members in this upcoming year and will continue to assist businesses through the bureaucracy that sometimes occurs in government that can be a barrier and sometimes discouraging for our small businesses. However, this year the focus was primarily concentrated on assisting businesses directly by filling out applications for grants, loans, financial assistance and loan forgiveness to endure the COVID-19 pandemic and hopefully to prosper as well.

SUBA assisted directly with filling out applications, gathering needed financial information, preparing financial information, scanning needed information and providing assistance throughout the grant and loan application and loan forgiveness process.

SUBA assisted with 68 Small Business Administration (SBA) Economic Injury Disaster Loan (EIDL) Applications*

SUBA assisted with 24 California Relief Grant Program Applications in the last round of funding

SUBA assisted with 23 Paycheck Protection Program Applications

SUBA assisted with 12 Monterey County Cares/Monterey County Workforce Development Grant Applications

SUBA assisted with 7 California Restaurant Association Restaurant Revitalization Fund Grant Applications

SUBA assisted 1 SBA Shuttered Venue Operators Grant Application

SUBA assisted with 29 Targeted EIDL Advance Grant Applications

SUBA assisted with 21 the Supplemental EIDL Advance Grant Applications

SUBA assisted with 17 Paycheck Protection Program Forgiveness Applications

SUBA estimates that the total amount received in loans and grants nearly \$3 Million in loans and grants that came into our SUBA area.

Many of our businesses received information from SUBA directly and indirectly regarding many of the grant and loans available and either they themselves applied and called SUBA regarding questions they had and/or they had their Accountants fill out the applications for them.

SUBA further understands that without this assistance many of our businesses would not have survived and it would have been disastrous to our area and to our small businesses and to the City of Salinas. SUBA is grateful that the Federal Government, State Government, local government recognized the need and assisted these businesses through these grants and loans that allowed for many of our businesses to endure.

Many of our SUBA businesses were awarded these grants and loans. Throughout this year and in the coming year we will continue assisting many of our businesses to apply for forgiveness as well as with supporting our businesses with the process of repayment for the loans that they received through SBA.

SUBA met with City Staff throughout the year to address code enforcement issues and policies regarding illegal vendors, trash, homeless issues catering trucks as well as crime issues. This is ongoing and we will continue assisting with this role.

SUBA worked in partnership with various agencies and non-profit groups such as Building Healthy Communities, Center for Community Advocacy, CCCIL, Blue Zones, CRLA, SVMH, Santa Cruz Ventures and other partners, etc. to address the barriers in the community that impact the quality of life for East Salinas residents but in particular our businesses. Although SUBA may not always have the same purpose or goal of all our partners, we continue working alongside these organizations for the betterment of quality of life for businesses and residents in East Salinas. We see increasing this upcoming year as implementation with the Alisal Vibrancy Plan takes place.

We have continued to work with City of Salinas Public Work staff to establish parking zone restrictions along E. Alisal Street and E. Market Street as well as have looked at other streets and will be assisting our businesses to make the requests for changes as needed.

SUBA held three safety meetings with business members and with the Salinas Police Department and have continued to work in collaboration in addressing the ongoing concerns of members regarding crime and safety of the residents and businesses including homelessness and various code enforcement issues.

SUBA and its Board assisted in promoting special events such as a Holiday Sales and Valentine's Day Sales along with Small Business Saturday. The City of Salinas assisted us tremendously by promoting and assisting with the SUBA Loteria as mentioned previously in the report. We had hundreds of participants and gave out 21 prizes to winners. We expect that the pilot program that SUBA and the the City of Salinas created will be implemented in and other parts of the City by the business

community to try and increase foot traffic for retail sales during the holiday seasons again this upcoming year. This past year we participated in working a bit more with the Chamber of Commerce in order to create more synergy around small businesses. This upcoming year we will be holding a combined mixer and we will be working more closely with the Salinas Chamber of Commerce to benefit our combined members.

SUBA processed 30 Temporary Land Use Permits for participating business owners in good standing this year. This is an approximate value of \$6,000 to SUBA members. This does not include all the work that the City of Salinas did along with the Salinas City Council to create opportunities for our Restaurants to have TULP's to have outdoor dining at most of our restaurants in order to comply with State of California tier guidelines.

SUBA promoted Small Shop Saturday and marketing for Holiday Sales in the SUBA area as mentioned before. SUBA had 42 businesses that participated in Small Shop Saturday directly and many others that did so indirectly. SUBA utilized radio, social media and live videos promoting the Small Shop Saturday event.

SUBA in partnership with Salinas Lowes, Radio La Campesina and Radio Lazer gave away 53 Christmas trees to the community. The Christmas Trees were donated to SUBA by Lowes and were distributed PSA's were announced through various radio stations including: Radio Lazer, La Campesina Radio, Luna Radio, La Buena Radio. This assisted in marketing the free Christmas trees to the community through radio announcements. SUBA in addition to this put out phone calls to previous members of the community that had received Christmas Trees and SUBA also used social media to announce the free Christmas Trees. Navarro's Furniture assisted SUBA in picking up the trees from Lowe's.

SUBA began promoting Associate Memberships and we were able to get 4 new Associate Members. We plan to get another 5 Associate Members this upcoming fiscal year.

SUBA continued to expand the SUBA "branding" campaign to help increase SUBA's visibility and name recognition within and outside of the SUBA District through Social Media. SUBA will continue developing this branding effort.

SUBA sent out thirty-two newsletter updates through emails for a total of 8,032. In addition, there were direct emails sent to businesses related to information related to COVID-19 updates and vaccines. Lastly, there was 7 robocalls made throughout the year related to COVID-19 in particular to hairdressers and beauty salons that had several changes due to procedures moved forward by the California Board of Barbering and Cosmetology. This does not account for the direct phone calls made to many of them regarding COVID-19 changing in guidelines.

SUBA responded to members' request for information about the City's graffiti abatement program and information regarding services provided by the code enforcement department along with concerns and issues brought to SUBA. SUBA worked with the City of Salinas Finance Department and Community Development Department to keep the BID roster updated and helped maintain the City's assessment procedures.

Challenges

SUBA 's primary challenge continues to be accomplishing a work plan that can encompass all that is needed within the SUBA Area with limited staff and scarce and declining financial resources. A huge issue for SUBA is the manner in which money is collected. The City of Salinas moved two years ago to have SUBA collect the assessments directly. This has diminished the collection amounts and percentages.

Although SUBA has been able to build trust with many SUBA Members, more work is needed. An issue that affected some of our businesses and some of our board members was a loss of employees due to COVID-19. In some cases, this in part caused one of our board members to inform us that they no longer were available to serve as they needed to tend to their business. (Therefore, we lost one board member.)

Low collection rate of assessments is a large challenge.

Approximately 49 percent (49%) of assessment amounts were uncollected FY 21/22.

Of the 518 businesses billed for a total assessment value of \$110,442.00- \$54,828.00 was not collected.

Of those businesses, none were sent to collections **(due to COVID-19 and last years practice).**

In total SUBA collected nearly 51% of the businesses total assessed value. SUBA received a total of \$55,614.00 in assessments for the year. In other words, \$12,679 less than last year received.

We lost 1 Board Member last Fiscal Year.

We certainly had a number of challenges and none greater than making certain businesses stayed in business. SUBA assisted immensely along with the City of Salinas staff through education, handouts, distribution of flyers, PPE equipment and getting financial resources to them.

A new challenge is the updated food truck ordinance that has affected a number of restaurants and other businesses that are complaining in the SUBA area. SUBA believes this new update seems to have been done in haste. The stakeholders throughout the year complained to SUBA about their new locations, about safety concerns and a number of other issues. Additionally, adjacent restaurants and other businesses complained of unfair advantages, of garbage and a number of issues pertaining to traffic and safety concerns in relation to food trucks. The Updated Food Truck Ordinance created hostility between restaurants and food trucks and in some cases, arguments occurred where intervention occurred. SUBA believes more work is needed regarding this issue.

2022-2023 Goals

SUBA's goal this upcoming year will be to continue to reestablish SUBA's Relationship with its members and assist and provide resources for those that would like to take advantage of them. There has been much improvement over the past three years in providing much needed resources to our businesses. However, much more can be attained by building more partnerships. SUBA assisted many businesses; however, it still needs to continue pushing forward to develop even more profound relationships with all its businesses. SUBA plans to provide more training opportunities and workshops aimed at increasing the capacity of our business community. SUBA will continue to develop our board to become stronger business leaders and community advocates. SUBA feels confident about holding a minimum of two Strategic Development Sessions and also a minimum of 4 mixers for our businesses. Additionally, SUBA will partner to hold a minimum of 2 fundraisers to get the Board and businesses more involved to support SUBA's mission. SUBA will continue to collaborate with the City of Salinas Community Development Department and Public Works Department, Salinas Police Department to augment and support SUBA's business area.

SUBA has developed partnerships with various non-profit and for-profit organizations and businesses to further develop our training/workshops. Our partnership with the City of Salinas has developed more strongly and are working closely to further develop our organization's capacity. SUBA is making certain to be part of the Alisal Vibrancy Plan Steering Committee and will have business members partake in its meetings. SUBA Executive Director is part of the Vision Salinas General Plan Steering Committee. It is important for SUBA to integrate into shaping a vision for our area. The Alisal is a great place to live, to shop and it is vital for the City of Salinas.

Marketing and Promotions

SUBA will expand communication with the membership by doing surveys and collecting more data to be able to communicate with our members. SUBA will work with other stakeholder groups, by expanding use of electronic communication and social media. These past two Fiscal Year we have marketed throughout the year the majority of our businesses and our industries on a continuous basis in various manners that included holiday promotions, event promotions and marketing through social media and radio. SUBA will continue to focus in these areas this upcoming Fiscal year. SUBA met door to door with many businesses. SUBA will continue to develop its relationship with other business organizations and in particular with the Negozee, El Pajaro CDC, Mission Community Services Corporation, Salinas Valley Chamber of Commerce to promote small businesses and cultural events in the SUBA area and beyond. SUBA is part of the City of Salinas Small Business Taskforce. Furthermore, SUBA will continue developing more advertising opportunities for our members in good standing to promote and market their businesses through social media marketing purchased by SUBA and other means. There is an allocation of time utilized by staff in this program within the budget. Our goals for the upcoming Fiscal Year for Marketing and Promotions:

Goal 1A-	Provide Social Media Marketing for 300 SUBA businesses throughout the 22/23 Fiscal Year
----------	-----------------------------------------------------------------------------------------

- Goal 2A- Provide 36 Social Media Posts Marketing the SUBA area throughout the 22/23 Fiscal Year
- Goal 3A- Provide 6 Interviews on the Television/Radio regarding promoting the SUBA area and/or services SUBA provides its members for 22/23 Fiscal Year
- Goal 4A- Provide 6 Ribbon Cutting Ceremonies for SUBA businesses for 22/23 Fiscal Year.

Business Resources

SUBA will work directly with lenders, business organizations, non-profit groups, businesses and governmental agencies to provide SUBA members information and training on financing opportunities to improve their businesses. We will partner with organizations such as the El Pajaro CDC, Negozee, Mission Community Services Corporation, Salinas Chamber of Commerce and Cal Coastal as well as others to make certain we offer members opportunities for training and gathering of information. We offered business workshops and webinars for small business growth and development through these partnerships. Over 164 businesses took advantage of these free workshops and webinars this past year. Within the budget includes the allocation of time utilized by staff in this program. Our goals for the upcoming Fiscal Year for our members under Business Resources is as follows:

- Goal 1B- Provide 24 classes/webinars for SUBA members on Business Development for 22/23 Fiscal Year.
- Goal 2B- Provide 8 workshops/webinars regarding business related topics such as: Exit Strategy for Business Owners, Retirement Plans for Business Owners, How to Complete Your PPP Forgiveness Application, Social Media Marketing, How to Start an Online Store, Holiday Shopping in SUBA, Taxes for Businesses etc. for 22/23 Fiscal Year.
- Goal 3B- Provide 150 one-on-one meetings with SUBA members in 22/23 Fiscal Year.

Safety

SUBA staff will continue working with the City's Code Enforcement and County Health Department along with many business members to address and improve monitoring of city and county health and safety codes throughout our business area. SUBA facilitated community meetings with business owners and Salinas Police Department. We coordinated 3 meetings this year in part due to COVID-19. Additionally, we worked with Code Enforcement on safety concerns and code violations. Within the budget includes the allocation of time utilized by staff in this program. Our Safety goals for the upcoming Fiscal Year are as follows:

- Goal 1C- Provide 4 Public Safety Meetings throughout the SUBA BIA for 22/23 Fiscal Year.

- Goal 2C- Coordinate and Develop a Safety Strategies for our BIA in coordination with our businesses and the Salinas Police Department for 22/23 Fiscal Year.
- Goal 3C- Monitor and Contact City, County and State agencies regarding Health, Safety and Sanitary Issues in the SUBA BIA for 22/23 Fiscal Year.

Beautification & Cleaning

SUBA will work to implement projects aimed at the beautification of the business corridor within the SUBA area. We will continue to monitor and work on plans to provide more regular clean ups and work with the City staff to further opportunities to clean within our business area. The focus this upcoming year is to have more regular clean ups in conjunction with clean ups that the City of Salinas is doing through the Alisal Vibrancy Plan and Clean California Grant project. The budget includes the allocation of time utilized by staff in this program. The following goals are in our 22/23 Fiscal Year for Beautification and Clean Ups:

- Goal 1D- Create a SUBA Beautification and Art Project Plan for the SUBA BIA for 22/23 Fiscal Year. *(This plan will be coordinated with the City of Salinas to complement the Clean California Grant that is focusing on art and clean ups in our area and will focus on coordinating with businesses.)*
- Goal 2D Schedule and Implement 6 Cleanups throughout the SUBA BIA for 22/23 Fiscal Year.

Salinas United Business Association Budget 2021-2022

Income	Approved	Actual	% of Budget
SUBA BID Assessments & Associated Membership (<i>*projected</i>)	\$ 110,442	55,614	50%
Grants	\$ 0	4,500	450%
Donations	\$ 5,000	12,878	258%
Fund Balance from FY 2012/21	\$ 8,527	15,253	
Total Income	\$123,969	\$ 88,245	71%
Expense	Approved	Actual	% of Budget
Operations	\$ 123,969	\$ 88,245	71%
Accounting	\$ 4,500	1,326	29%
Conferences/Staff Development	\$ 1,500	0	0%
Insurance	\$ 4,250	1,444	34%
Permits	\$ 500	674	135%
Dues and Subscriptions	\$ 200	0	0%
Office Furniture & Equipment	\$ 1,750	0	0%
Office Supplies,Postage	\$ 2,850	1,497	53%
Telephone, Website & Internet	\$ 4,250	2,655	62%
Rent*	\$ 10,000	9,360	94%
Personnel Costs	\$ 62,000	41,588	67%
Miscellaneous	\$ 1,500	7,623*	508%
Beautification and Landscaping	\$ 7,500	659	9%
Marketing & Promotion	\$ 6,500	4,359	67%
Safety	\$ 3,200	923	29%
Business Resources	\$ 4,000	8,569	214%
Total Expenses	\$ 114,500	\$ 80,667	71%
Fund Balance for 2021/2022	\$ 9,469	\$ 7,568	

**Día del Niño Expenses included in Miscellaneous Category*

Proposed Budget 2022/2023

Salinas United Business Association Proposed Budget 2022/2023

Income	2022/2023 Budget
SUBA BID Assessments & Associated Membership <i>(projected)</i>	\$ 110,442*
Grants	\$ 2,500
Donations	\$ 6,000
Current Balance from FY 2019/2020	\$ 7,568
Total Income	\$ 126,510
Expense	
Operations	\$ 126,510
Accounting	\$ 2,500
Conferences/Staff Development	\$ 1,750
Insurance	\$ 3,000
Permits	\$ 600
Dues and Subscriptions	\$ 250
Office Furniture & Equipment	\$ 1,850
Office Supplies	\$ 3,500
Postage	\$ 1,750
Telephone & Internet	\$ 4,250
Rent	\$ 12,000
Staff	\$ 65,000
Miscellaneous	\$ 2,000
Beautification and Landscaping	\$ 2,000
Marketing & Promotion	\$ 6,500
Safety	\$ 1,300
Business Resources	\$ 6,000
Total Expenses	\$ 114,250
<i>Estimated Fund Balance</i>	\$ 12,260

*Projected Estimated Figure from the City of Salinas Finance Department of 2021/2022-Have not received updated numbers they have been requested.

Company	Mailing Address
Gali & Co	545 E Alisal St #a
Walgreens #03446	P.O. Box 901
European Auto	276 E Market St
China House	848 E Alisal St
Nelida M Torres	716 E Alisal St
Salinas Pawn	431 E Market St
Ria Financial Services	7001 Village Dr # 200
Western Motel	6 S Wood St
Realty Income Properties 16, LLC	11995 El Camino Real
Monterey County Soccer League	443 E Alisal St Ste A1
Cava Brothers	PO Box 51610
Allisal Commercial Partners LL	1205 Freedom Blvd Ste 2
Groeniger & Company	PO Box 8000
RI Flooring And Moulding Co	372 E Market St
El Tapatio Snack Bar	856 Mescal Ct
Alisal Market	825 E Alisal St
Panaderia Ortega	916 N Sanborn Rd
All Purpose Mini Storage	P.O. Box 657
Guadalajara Bakery	699 E Market St
Gomez Adan & Maria Lucrecia	710 E Market St
Mina's Cleaning Services	516 Roosevelt St #A
LA MICHOACANA ES ARTESANAL RP	1504 Cougar Dr
Boys and Girls Clothes	676 Saint Edwards
Maya Productions	470 E Market St #B
Rubio's Auto Care	241 E Market St
Everyones Harvest	P.O. Box 1423
Emilio & Rosa Rossi	750 Sierra Madre
Libreria Alicias	856 Mescal Ct
Tiffany's Body Shop	248 Merced Street
Viva Lingerie	626 East Alisal Street #B5
Salinas Insurance Agency LLC	443 E Alisal St Ste B4
Rossi Bros Tire And Auto Service	81 N Sanborn Rd
Francisca C Leal	849 N Madeira Ave
Mon's Auto Repair	227 Commission St
Ramirez Ice Cream	1130 D St
K & K Laundromat	1921 Lavender Way
Subway #5062	1114 E Alisal St
Betty Beauty Style	8 Newlyn St
Mariscos Costa Azul	658 E Market St
G L Liquor	606 E Alisal St
La Oaxaquena	1145 Hamilton Ave #B
WINCHELL'S DONUT HOUSE FRANCHISE9866-A	969 E Alisal St
Carl's Jr. Restaurant	40 Winham Street

Betty Beauty Style
Domino's Pizza
Patricia Magallon
7-Eleven Store 2233-17327e
La Perla Mexican Food #2
Graniterock Company
Burke's Upholstery
Juan M. Covarrubias Shoes
Mirsa's
United Rentals (North America), Inc
Ramirez Auto Service
Angel De La Salud
California Del Sur #7
Central Coast System
LDR Properties T.I.C.
New Image Hair Salon
KTGE
La Plaza Bakery
Cardenas #205
California Del Sur Commissary
Pronto Income Tax Service
Rainbow Wash & Dry
Natura Vida
Claudia Hevia
El Primo Western Wear
El Zacatecano Restaurant, Inc.
Tala V. Gredinberg DDS, Inc
California Del Sur #29
Stage 1 Auto Care And Tire
Galvez Tires & Wheels
Andy's Store
Green Cellular Inc/Digicom Wireless
Casa De Lavanderia
Changing Faces Beauty Studio
Navarro's Wedding Decorations
Tina's Beauty Salon
El Taco Rico de Salinas
Calidad Market Y Carneceria
Mireya's Vanity Beauty Salon
Family Awareness Consulting
Zig Auto Parts Distributing, Inc
Nelly's Beauty Salon
Isabella's Flowers And Gifts
Horacios Auto Repair

8 Newlyn Street
1101 N Main St
P.O. Box 1244
P.O Box 219088
PO Box 1775
PO Box 50001
266 East Market Street
545 E Alisal St #G
288 E Market St
140 Grand St Ste 300
222 Ivy St
114 Oregon St
467 E Market St #1
312 Kings St
PO Box 777
972 Acosta Plaza
548 E Alisal St A
20 N Sanborn Rd Suite #A
2501 E Guasti Rd
467 E. Market Street #D
600 E Market St #100
273 River Rd
611 E Alisal St
901 S Main St
645 E Alisal St
655 E. Alisal St
323 N Sanborn Rd #F
467 E Market St #1
231 Commission St
678 E. Market St
716 Elkington Ave Apt #2
801 E Market St
730 East Alisal Street Suite A
813 East Alisal Street
440 E Alisal St
1611 Piazza Dr
753 Meyers Ct
949 N Sanborn Rd
824 E Alisal St
1116 Jean Avenue
276 E Market St
322 Addington Lane
510 Fremont St
704 Madeira Cr

Creaciones de Angel
Ruperta G. Garcia Diaz
Neighborhood Market & Taqueria
Tacos El Jaliscience
La Movida
Miguel Gutierrez
California Check Cashing Stores, LLC
Transmission Center
El Compita Mariscos
Salinas Smog, Inc
Mountain Mike's Pizza
Lemus Insurance
Salinas Valley Pro Squad
Diana Beauty Salon
Maria A Silva
Toys And Cosmetics
Corona Market
Comfort Control
El Sol Motors Inc
Tacos El Jaliscience II
Discoteca Rincon de los Exitos
Goyitos Auto Repair
La Chilindrina Ice Cream Truck
Marquez Handyman Services
Gate's Decorating Supplies
Frutti Rana
El Caporal Family Western Wear
A C Mobile Repair
Watermill Express
Trujillo Tax Service & Bookkeeping
E-Z Wash and Dry
Kimmies Cork N Bottle
Mobile Management LLC
Oliver Kimmie
Polo's Income Tax Service, LLC
Mesina Key
Carmelitas Kid's
Electronics Plus
Boost Mobile
Paleteria Rosi
El Volcan
Aesthetic And Wellness Clinic
Costa Central Medical Group
Divas Closett

119 Orange Dr
1017A Mohar Street
505 E Market St
505 East Alisal Street
1537 N First St
PO Box 335
5165 Emerald Parkway, Suite 100
P.O. Box 9013
1478 Tecopa Way
297 E Market St
315 E Alisal St
PO Box 11152
221 Griffin St
908 E Market St
58 Mirtle Ct
1733 Lennox Way
695 E Alisal St
263 E Market Street
16250 Blackie Rd
441 N Sanborn Rd
1942 Oxford Court
770 N Sanborn Rd
18478 Northridge Dr
841 Meadow Dr
602 East Alisal Street
630 E Market St #b
905 East Alisal Street
610 Roosevelt St
958 Goodwin Dr
901 E Alisal St
975 N Sanborn Rd #A
210 North Sanborn Road
4352 SE 95th St
210 N Sanborn Rd
924 219th Place S E
63 N Madeira Ave #B
P.O. Box 10254
646 E. Alisal St
10717 Country Meadows Rd
639 Fremont St #A
1729 First Ave
622 E Alisal St #2
323 N Sanborn Rd #E
630 E MARKET ST A

E & R Investments, LLC
Andrews Blueprint, Inc
Laboratory Corporation Of America
Taqueria el Tarasco
West Coast Commercial Inc
Radio Lazer
CVS Pharmacy #9349
Bill and Wanda Martin
Los Altos Restaurant #2
Athena Medical Group, Inc
Aloha Inn
Morales Gardening
Young's Market
Discoteca La Mexicana Plus
El Kiosko #2
NG Repair Auto Body
El Pollo Dorado
Regalos Happy Face
Deli-Cafe 3 Hermanos, Inc.
Navarros Furniture
Haircuts In Shape
Redbox Automated Retail LLC
El Potocino Western Wear
La Michoacana #10
Bar Rio
Alisal Laundry Fluff & Fold
Amigas Para Siempre
Nutricion Y Vitalidad
Thiel E Fritz
Nicky Fruteria
El Faro Tax Service Y Envios Inc
Gabilan TV Sales
Conectate Media
C & J Autobody Parts Distribut
West Market Auto Body & Detailing
M & R Auto Repair
West Market Auto Body & Detailing
Alisal Pizzeria Restaurant
Holiday Inn Express & Suites
Tire & Wheel World
Factory 2 U
Paul Faro Automotive
Nature Sunshine Health Center #2
Nancy's Shoewear

19652 Woodcrest Dr
11 La Miranda Ct
231 Maple Ave
910 N Sanborn Rd
260 Rianda Circle Suite #D
P.O. Box 6940
One CVS Dr MC1160
1122 Montecito Cir
107 Kern Street
PO Box 10627
235 Kern St
PO Box 3815
660 East Market Street
38 Oregon St
1759 Great Island St
811 Garden Way
701 E Alisal St
467 E Market St
545 E Alisal St #E
440 E Alisal St
326 E Alisal St #F
1 Tower Lane Suite 900
372 Mendocino Dr
237 E Market St #4
1537 N First St
605 E Alisal St
1019 Garner St
1305 Firehaven
13615 Paseo Terrano
1729 Cambrian Dr
607 E Alisal St #b
470 Market Suite #A
915 E Alisal St
355 E. Market St
1356 Palmera Ave
424 East Alisal Street
1356 Palmera Ave
706 E. Alisal St
195 Kern St
328 E. Alisal St
15001 S Figueroa Ave
56 Echo Valley Rd
626 E Alisal St C-1
1942 Oxford Ct

Navarro Income Tax and Service
Carlos Auto Repair
NMSO, Inc #68199
Kol Electric Inc
El Primo Western Wear
Hernandez Toy Store and Car Access
La Movida
La Michoacana #11
East Market Store
Medina's Bridal Shop
Peter C Miller
Bill Winchester
Paleteria Vanilla
Estetica Unisex Lety's
Healey Mortuary & Crematory
Kelly-Moore Paints
Armando Jumpers
Heriberto Alba
M & M Cars
Decoraciones Bertha
Ruth Ruiz Tax & Services
Jugeria La Tropical
Panaderia Pasteleria Deli La Estrella
All Safe Mini Storage
E.Z. Autosales
Pablo Espinoza
Mary's El Rinconsito Mex Art
Franci & Mike Weaver
Jim Vaninetti
El Milagro #2
La Michoacana #8
East Salinas Family Center
Galarza Jewelry & Omega Video
Cava Brothers Properties
Thomassin Used Cars
Autozone #5512
Taco Bell #25510
Salinas Premium Pure Water
Paleteria Wendy #1
G L Liquor
R D H Enterprises
Alisal Pharmacy
Ramirez Auto Service
Tres Marias #2

14 S Wood Street
301 E Laurel Dr
1450 N Benson Ave
P.O. Box 910
489 Arcadia Way
1943 Princeton Court
1537 North First Street
2185 North Main Street #4
701 E Market St
30295 Chualar Canyon Road
10295 Hawley Rd
520 Crocker Ave
730 Mae Ave #A
7 S Wood St
4901 Vineland Rd Ste 300
987 Commercial St
530 Terrace St #B
1951 Chelsea Ct
10 Sherwood Dr #21
238 E. Wilson St
437 E ALISAL ST C/A
822 E Alisal St
613 N Sanborn Rd
110 Kern St #Bldg-A
739 E Alisal St
P.O. Box 5692
626 E Alisal St
52 Corral De Tierra
4100 Dark Hollow Rd
1118 E Alisal St
2185 N. Main St #4
995 N Madeira Ave
984 Acosta Plaza
P.O. Box 51610
275 E Market St
P.O. Box 2198
7888 Wren Ave
335 Kings St
1014 Pacific Avenue
606 E Alisal St #b
1405 Branham Lane
37323 fremont Blvd
222 Ivy St
5 Randall Rd

La Esperanza Market
Cynthia Hair Salon
Sanborn & Market Gas
Top Fashion
Nancy Moreno Insurance Services
Variedades Marina's
Country Motors, Inc.
Vizza Investments, LLC
Maas Accessories
Redbox Automated Retail LLC
Hernandez Produce
Patel Dahyabhai & Sumatiben
Cabanas Lawn Service
Casa De Telas
Abarrote's Challos
Clinica De Salud Del Valle De Salinas
Sanborn Medical Center
Seon Esther
Curiosidades Saga
Market Auto Service
La Malucada
Imperiouz Autobody, Inc.
McDonalds #690
York F. Gin Family Partnership
Calderon Brothers Tires LLC
Kentucky Fried Chicken #152
Islas Lawn Service
Gemini T-Shirt
1 2 3 Laundromat
Patania Masonry Inc
Salinas Cellular
Pronto Dollars
Miranda Envios Inc
Alisal 99 Cent Bargain
America Tax Service
A. Cordova Insurance Services, Inc.
Alexis Flore's & Regalo's
Sergio Studio's Beauty Salon
Jose's Auto Repair
Aqualight Water Stores Inc
Salinas Furniture Gallery
La Popular c/o Rogelio Monroy Vargas
McDonald's #36262
La Popular #4

490 E Market St
674 Saint Augustine Dr
1000 E Market St
1229 Tahiti Pl
P.O. Box 9528
695 E Alisal St
435 East Alisal Street
409 Washington St Ste 201
922 North Sanborn Road
1 Tower Lane Ste 900
65 Kings Street
1682 Great Hwy #4
37 Center St
626 E Alisal St
607 East Alisal Street Suite A
440 Airport Blvd
1034 Baywood Place
626 E Alisal St
795 Mimbrera Way
288 E Market St
5 Randall Rd
297 E Market St
P.O. Box 10130
556 Thomson Ln
115 Ivy St
P.O. Box 572530
61 N Pearl St #B
626 E. Alisal St
1248 San Angelo Dr
1176 Loyola Dr
549 E Market St
559 E Alisal St Suite #108
528 E Alisal St
626 East Alisal Street Suite F
635 E Alisal St
PO Box 2057
629 East Alisal Street
45 S Sanborn Rd #C
382 E Market St #B
454 E Alisal St #B
801 E Alisal St
902 E MARKET ST
P.O. Box 10130
719 East St #A

Hector's Meat
Cellular Connections
La Popular #3
Country Motors, Inc.
JV Construction
Los Dos Potrillos Restaurant
CMT Tax & Services
Variedades Y Regalos Anai
Don Roberto Jewelers #46
Maribel Hair Studio
Salinas Pizza
Number 1 Sox
Lopez Photography Productions
Mireya's Vanity Beauty Salon
Pacific Coast Battery Service, Inc.
Seraph Rates
Trini's Hair Shop
GTO Printing
El Kora Restaurant
Lydia's One Day Tax
Arco Iris del Sabor
Sanborn Launderland
July's Underwear
Scarbrough Prop. Maint.
Wireless Tech Shop
Clinica De Salud Del Valle De Salinas
Little Ceasar Pizza #5055
Haydee Beauty Salon
Novedades Rubi
Mercadito Alegria
J J's Auto Sales
Graniterock
Paleteria Mathew
Haydee Beauty Salon
La Barata Tienda
Taqueria & Dulceria El Guero
La Princesa #1
Mexico Lindo Deli
Foods, Co. #769
Mj Collection
Right Way Auto
El Volcan
Carla Mattress Company
ES Car Wash #3

549 E Market St
924 N. Sanborn Rd
719 East St #A
435 East Alisal Street
749 Elton Pl
88 Webb Rd
930 N Sanborn Rd
1269 Decunha Ct
205 Avenida Fabricante
600 East Alisal Street
988 Acosta Plaza
1116 Woodside Circle
823 East Alisal Street
824 E Alisal St
311 East Alisal Street
15570 Weather Rock Way
1280 Los Olivos Drive
526 E Alisal St
153 Griffin St
15 Geary Circle
515 E Alisal St #B
706 Nacional Ct
1515 Del Monte Ave
285 E Market St #2
454 E Alisal St #A
440 Airport Blvd.
2211 Woodward Ave, 8th Floor
819 E Alisal St
1151 Alma Ave
727 E Alisal St
349 East Market Street
P.O. Box 50001
730 Mae Ave #A
819 E Alisal St
836 East Alisal Street
834 North Sanborn Road Suite A
516 E Alisal St
443 Victoria Avenue
P.O. Box 54143
626 East Alisal Street #D-3
212 MERCED ST 6
1729 First Ave
285 E Alisal St #E
186 4th St

Dieta Maxima
Hair 2000
ES Car Wash #2
ES Car Wash #1
Alteraciones Mary
Curiosidades Saga
Big Lots #4705
Gifts & Etc Outlet
Mission Linen Supply, Inc.
J L Williams Janitorial Services
J.J.R. Gardening Services
Sierra's Cleaning
Gomez Auto Repair
American Medical Response
California Del Sur #9
Quality Inn Salinas
Tacos Pacheco #3
Jose Luis Sandoval Attorney At Law
Smart Computer Repair
Novia's Rossy's
Miranda Envios Inc
Smart Computer Repair
El Primo
F. Tofield Auto Repair
A-1 Sweeping Service
Audio Express - Retail
Taqueria El Grullense
Ramirez Ice Cream Truck
Jaquez Fast Food Service
Morelia's .99 Store and Up
GIS Plumbing Inc
Tacos Pacheco #2
Fernando Auto Repair
La Michoacana #3
Eva's Ice Cream
La Michoacana #4
Armando's Machine Shop, Inc.
El Pollo Loco #3592
Paleta Payaso
Galaxy Party Supply
Saba's Car Upholstery Mobile
Top Bluejean
Jorge's Auto Detail's
Joyeria y Botanica

10 Sherwood Dr #16
20 North Sanborn Road Suite F
186 4th St
186 4th St
860 E Alisal St #B
623 E Alisal Street
4900 E Dublin Granville Rd
43 S Sanborn Rd #B
P.O. Box 1299
P.O. Box 482
P.O. Box 2592
Po Box 9751
710 East Market Street
2511 Garden Rd SUite # A140
467 E Market Street Apt #1
144 Kern St
1250 Old Stage Rd
428 Tudor Way
1851 Cherokee Dr Apt #2
645 Alisal St Suite #E
913 E Alisal St
1852 Cherokee Dr Apt #2
503 James St #A
231 Kern St
281 Commission St #A
278 E Alisal Street
976 Acosta Plaza
1130 D Street
433 Navajo Dr
669 East Market Street
30 Bardin Cir
1250 Old Stage Rd
268 E Alisal Street
2185 N. Main St #4
740 Saratoga Dr
2185 N. Main St #4
55 Tarp Cir
400 Santa Clara St Ste 206
255 E Bolivar St # 246
426 E Alisal St
526 Fremont St #C
654 East Alisal Street
63 Kings St #B
1775 Massachusetts Drive

Salinas Collision Center
Interactive Sound & Wireless
Tri County Fire Protection Inc.
Mi Fiesta Smoke Shop
Productos Mexicanos
Cha Cha Real Estate Holdings, LLC
La Paz Dental Care
Pablo Espinoza
Best Western Salinas Valley Inn & Suit
Griffin Wash House
O'reilly Auto Parts #2702
Casa De Novias Liz
America Travel
Redbox Automated Retail, LLC
Green Lite Auto Glass
Cuevas Tires Inc
Green Lite Auto Glass
Lucy's Auto Registration
Damian's Jewelry
Valley Auto Insurance Brokers
Fiesta Auto Insurance
Margarita Tax & Valley Auto Ins Broker
El Primo Western Wear
Comida Economica
Leon Motors
Fruteria Quiroz
Tolo's Body Shop
Midway Engine Rebuilders & Auto
King Thrift Store
Smart Komm Inc.
Jax Pacific West Insurance
Latino Beauty Salon
Salinas Furniture Gallery
Griffin Wash House
Total Knockout Sounds, Inc
La Michoacana #1
Cuevas Tire I I, Inc.
Azteca Cosmos Insurance Income Tax Svc
La Michoacana #2
Culturas Hidalgo & Oaxaca
Dem Enterprises, LLC
J&N Collision
Adriana S. Garcia
C&L Family Shoes

382 E Market St #A
728 East Alisal Street
260 Rianda Circle, Suite A
1033 E Alisal St #G
372 Mendocino Dr
P.O. Box 361945
559 E Alisal St
607 E Market St
187 Kern Street
1336 N Central Avenue
P.O. Box 9167
631 East Alisal Street
635 East Alisal Street
1 Tower Lane Ste 900
245 Commission St
619 N Sanborn Rd #A
245 Commission St
212 Merced St #1
60 N Sanborn Rd
58 Ragsdale Ct
554 E Alisal St
58 Ragsdale Ct
489 Arcadia Way
113 Primrose Dr
615 E Market St
76 Saint Brendan Way
18 Murphy Street
482 E Market St
330 Kings St
4720 W Jennifer Ave #107
1674 Story Rd
548 E Alisal St #D
656 East Alisal Street
1336 N Central Avenue
326 E Alisal St #G
2185 N. Main St #4
601 East Alisal Street
1184 Monroe St, Suite 1
2185 N. Main St #4
473 E Market St
548 E Alisal St #C/A
327 Commission St
P.O. Box 9389
846 Van Ness Ct

Cyndi's Lace & Craft
Salinas Radiator Shop
Peniel Men's Wear
Mercado Mi Rancho
J & M Appliance Repair
Exitos Latinos
Jorge Haro
Tommy's Glass Service, Inc.
La Michoacana Love Inc
Rock Boxing Gym
Gladys Inmigracion Y Servicios
Andrews Blueprint
Leal Bakery
Garcia Chiropractic Clinic
Gorditas Maria Dulceria
Platt Electric Supply
Salinas Meat
Miranda Envios Inc
Hojas Para Medicina #2 Aquarich
Raygoza Lorenzo Et Al
Dale's Glass Shop
Prime Time Nutrition
Dale's Glass Shop
Larry Mak
Patricia Mendez
Peninsula Petroleum LLC
Botanica Misxteca
Sowder Tax Service
Della Mora Plumbing, Inc.
Gary R & Sharon K Waller
Isabela Fashion
Jim Russo State Farm
Elenas Day Care
Casablanca Travel
Prime Time Nutrition
Fernando Luque D.C.
\$10 Store
El Primo Express
Los Arcos Del Alisal
Centro De La Gente
Dem Enterprises LLC
One Stop Market
Espinoza's Furniture
Mari's Closet

732 East Market Street Suite F
231 East Market Street
10717 Country Meadows Road
495 E Market St
86 Ragsdale Ct
1110 Alisal Suite
7816 Luxor St
21 South Pearl Street
PO Box 1588
1277 Nogal Dr #D
509 East Alisal Street
269 Griffin St
805 E Alisal St
909 E Alisal St
420 Rico St #A
PO Box 9085
229 N Sanborn Rd
648 E Alisal St
811 E Alisal St
2975 E Clinton Ave
275 Griffin St
19315 East San Jose Avenue
275 Griffin St
200 Estate Dr
75 San Benancio Rd
1324 5th St.
P.O. Box 3663
24 North Sanborn Road
245 Merced St #A
23 Via Contenta
1427 Tecopa Way
921 E Alisal St
770 Elton Pl
915 East Alisal Street
19315 E. San Jose Ave
622 E Alisal St #1
1031 Harding St
345 Williams Rd #101
52 Oregon St
P.O. Box 4485
548 E Alisal St #C/A
980 Acosta Plaza
P.O. Box 5692
626 E Alisal St

Works Auto Body
Kids R
Fans' Soccer Shop
In-N-Out Burgers #99
Catracha's Fashion
Obhet Auto Repair Shop
Salinas Market Inc
Sobadora Janeth
Casa De Flores
El Primo Express
127 Market
Nikys
A M D Recycling
Anaya Produce
Marion's Place, Inc.
Corner Market
L'Amour Shoppe
Pina's Crafts
Salinas Auto Transmission
Best Western Salinas Monterey
Chicali Hot Dogs
Maritza Market
La Plazita Market
General Auto Repair
East Market Shell
Classic Weddings
Burger King # 6813
Wienerschnitzel
USA Station
Salinas Discount Plus
Tapias Sport Wear Fashion
Clasico Shoes
Joemary Am/Pm
Torres Auto Service
Aqualight Company
Villaltas Furniture
Alan's Auto Sales, Inc
Aqualight Company
Torres Auto Service
Alicia's Boutique
Prestige Roofing LLC
Encanto Beauty Salon
Alta Tax & Immigration Services
Encanto Beauty Salon

10 Murphy St
545 E Alisal St #g
624 Roosevelt St
4199 Campus Drive, 9th Floor
727 E Alisal St
205 Maryal Drive
315 Riesling Way
530 Roosevelt St #e
934 N Sanborn Rd.
345 Williams Rd #101
1000 N Sanborn Rd
578 Los Coches Ave
324 Kings Street
1011 Eagle Drive
487 East Market Street
497 Alisal St E
1157 Sweetwater Road
613 East Alisal Street
249 Griffin St
175 Kern St
211 Kings Street #2
549 E Market St
617 N Sanborn Rd
1839 Redondo Way
458 East Market Street
650 Alisal St.
PO Box 780356
1200 W Yosemite Ave #193
19100 Ridgewood Pkwy
648 E Alisal St
1229 Tahiti Place
3070 Sunset Ave #13
385 East Alisal Street
369 E Market St #G
454 E Alisal St #A
668 E Market St
365 E Market St
454 E Alisal St #A
369 E Market St #G
649 E. Alisal Street
44 N Pearl St
622 E Market St
911 E Alisal St
622 E Market St

Magda's Flowers
Super 8 - Salinas
Panaderia Tres Hermanos
Best Water
Maria's Used Stuff
Ulises Auto Smog 2
Taqueria Mi Ranchito
Centro Jewelry
Target Pest Control
Western Exterminator Company
Primo Auto Sales
Motel 6 #1370
Exclusive Auto Body
GrowGeneration
T-Peino Beauty Salon & Nails
Number 1 Sox
Family Outlet
Eduardos Department Store
Ortiz Asuntos Migratorios, Inc
Champion Sports
Mundo Saludable
Primo Wireless
Dulceria El Guero
Miranda Envios Inc
Clothing & Things Thrift Shop
Laurel Heights Shell
Rex Motel
Super Sales Auto Accessories
Ramirez Insurance Services
Smart & Final #431
Dulceria Vargas, LLC
Goodwill Central Coast
Lim Family Enterprises LLC
Teamsters Local Union No.890
Berenice Ice Cream
Lianna Avila, Marriage & Family

1178 Cobblestone St
251 El Camino Real
545 E Alisal St #D
20 N Sanborn Rd #G
822 N Sanborn Rd
1100 E Market St
45 South Sanborn Road Suite D
1546 Military Ave
235 Griffin St
1125 Berkshire Blvd Ste #150
714 E Market St
P.O. Box 8000
518 E Alisal St
1000 West Mississippi Ave
1252 Trazado Ave
1116 Woodside Cir
10717 Country Meadows Rd
1033 E Alisal St Suite C
10 Sherwood Dr #27
20402 Franciscan Way
1138 Acosta ST Apt 5
10 S Filice St #4
834 N Sanborn Rd #B
920 N Sanborn Rd
32 Hebert Rd
346 Greenpark Way
305 Kern St
627 E Alisal St
600 E Market St Suite 105
Attn: Financial Accounting
60 N Sanborn Rd #a
1566 Moffett St
31240 Pudding Creek Rd
207 N Sanborn Rd
1131 E. Laurel Dr.
1522 Constitution Blvd #409

Mailing Address	City	State	Zip	Amount
	Salinas	CA	93905	\$ 522.00
	Deerfield	IL	60015-4600	\$ 750.00
	Salinas	CA	93901	\$ 104.40
	Salinas	CA	93905	\$ 609.00
	Salinas	CA	93906	\$ 43.50
	Salinas	CA	93905	\$ 435.00
	Buena Park	CA	90621	\$ 182.70
	Salinas	CA	93905	\$ 130.50
	San Diego	CA	92130	\$ 174.00
	Salinas	CA	93905	\$ 50.00
	Pacific Grove	CA	93950	\$ 87.00
	Watsonville	CA	95076	\$ 130.50
	Monsey	NY	10952	\$ 130.50
	Salinas	CA	93905	\$ 87.00
	Salinas	CA	93905	\$ 87.00
	Salinas	CA	93905	\$ 522.00
	Salinas	CA	93905	\$ 174.00
	Watsonville	CA	95077	\$ 87.00
	Salinas	CA	93905	\$ 43.50
	Salinas	CA	93905	\$ 43.50
	Salinas	CA	93905	\$ 87.00
	Salinas	CA	93905	\$ 87.00
	Salinas	CA	93905	\$ 21.75
	Salinas	CA	93905	\$ 174.00
	Salinas	CA	93901	\$ 95.70
	Marina	CA	93933	\$ 50.00
	Salinas	CA	93901	\$ 43.50
	Salinas	CA	93905	\$ 87.00
	Salinas	CA	93901	\$ 348.00
	Salinas	CA	93905	\$ 43.50
	Salinas	CA	93905	\$ 174.00
	Salinas	CA	93905	\$ 750.00
	Salinas	CA	93905	\$ 21.75
	Salinas	CA	93901	\$ 130.50
	Salinas	CA	93905	\$ 87.00
	Gilroy	CA	95020	\$ 130.50
	Salinas	CA	93905	\$ 174.00
	Salinas	CA	93906	\$ 21.75
	Salinas	CA	93905	\$ 130.50
Suite #B	Salinas	CA	93905	\$ 609.00
	Seaside	CA	93955	\$ 43.50
	Salinas	CA	93905	\$ 21.75
	Salinas	CA	93901	\$ 750.00

Loc.0277t

Salinas	CA	93906	\$	43.50
Salinas	CA	93906	\$	750.00
Gonzales	CA	93926	\$	43.50
Dallas	TX	75221-9088	\$	750.00
Salinas	CA	93901	\$	87.00
Watsonville	CA	95077-5001	\$	21.75
Salinas	CA	93901	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	87.00
White Plains	NY	10601	\$	750.00
Salinas	CA	93901	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	165.30
Salinas	CA	93902	\$	87.00
Salinas	CA	93905	\$	208.80
Salinas	CA	93905	\$	200.10
Salinas	CA	93905	\$	750.00
Ontario	CA	91761	\$	750.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	182.70
Salinas	CA	93908	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	750.00
Salinas	CA	93905	\$	750.00
Salinas	CA	93905	\$	522.00
Salinas	CA	93905	\$	200.10
Salinas	CA	93905	\$	87.00
Salinas	CA	93901	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	348.00
Salinas	CA	93905	\$	696.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	348.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	174.00
Salinas	CA	93901	\$	121.80
Salinas	CA	93907	\$	43.50
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	43.50

Salinas	CA	93901	\$	21.75
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	696.00
Salinas	CA	93905	\$	750.00
Salinas	CA	93906	\$	43.50
Soledad	CA	93960	\$	130.50
Dublin	OH	43017	\$	348.00
Salinas	CA	93915	\$	95.70
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	287.10
Salinas	CA	93901	\$	750.00
Salinas	CA	93915	\$	191.40
Salinas	CA	93901	\$	522.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	43.50
Salinas	CA	93906	\$	261.00
Salinas	CA	93905	\$	348.00
Salinas	CA	93901	\$	130.50
Salinas	CA	93907	\$	261.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93906	\$	21.75
Salinas	CA	93905	\$	87.00
Salinas	CA	93906	\$	87.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	21.75
Ripon	CA	95366	\$	121.80
Salinas	CA	93905	\$	217.50
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	696.00
Ocala	FL	34480	\$	21.75
Salinas	CA	93905	\$	87.00
Bothell	WA	98021	\$	182.70
Salinas	CA	93905	\$	87.00
Salinas	CA	93912	\$	130.50
Salinas	CA	93905	\$	696.00
Salinas	CA	93907	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	191.40
Salinas	CA	93905	\$	200.10
SALINAS	CA	93905	\$	21.75

Salinas	CA	93908	\$	43.50
Salinas	CA	93901	\$	21.75
Burlington	NC	27215	\$	95.70
Salinas	CA	93905	\$	348.00
Salinas	CA	93901	\$	130.50
Oxnard	CA	93031	\$	191.40
Woonsocket	RI	02895	\$	750.00
Salinas	CA	93901	\$	21.75
Salinas	CA	93905	\$	750.00
Salinas	CA	93912	\$	191.40
Salinas	CA	93905	\$	87.00
Salinas	CA	93912	\$	87.00
Salinas	CA	93905	\$	261.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	113.10
Salinas	CA	93905	\$	261.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	750.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93901	\$	43.50
Villa Park	IL	60181	\$	43.50
Salinas	CA	93906	\$	87.00
Salinas	CA	93901	\$	87.00
Salinas	CA	93906	\$	21.75
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93908	\$	87.00
Salinas	CA	93906	\$	43.50
Salinas	CA	93905	\$	182.70
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93901	\$	609.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93905	\$	95.70
Salinas	CA	93905	\$	95.70
Salinas	CA	93905	\$	130.50
Salinas	CA	93905	\$	261.00
Salinas	CA	93901	\$	750.00
Gardena	CA	90248	\$	750.00
Salinas	CA	93907	\$	348.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93906	\$	21.75

	Salinas	CA	93905	\$	217.50
	Salinas	CA	93906	\$	87.00
	Upland	CA	91786-2157	\$	130.50
	Gonzales	CA	93926	\$	258.39
	Salinas	CA	93906	\$	750.00
	Salinas	CA	93906	\$	43.50
	Salinas	CA	93906	\$	43.50
	Salinas	CA	93906	\$	87.00
	Salinas	CA	93905	\$	174.00
	Chualar	CA	93925	\$	21.75
	El Cajon	CA	92021	\$	43.50
	Pacific Grove	CA	93950	\$	87.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	43.50
	Orlando	FL	32811	\$	252.30
	San Carlos	CA	94070	\$	750.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93906	\$	21.75
	Salinas	CA	93901	\$	87.00
	Rialto	CA	92376	\$	43.50
	Salinas	CA	93905	\$	174.00
	Salinas	CA	93905	\$	130.50
	Salinas	CA	93905	\$	130.50
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93901	\$	43.50
	Salinas	CA	93905	\$	43.50
	Salinas	CA	93908	\$	43.50
	Medford	OR	97501	\$	21.75
	Salinas	CA	93905	\$	130.50
	Salinas	CA	93906	\$	87.00
	Salinas	CA	93905	\$	50.00
	Salinas	CA	93905	\$	87.00
	Pacific Grove	CA	93950	\$	43.50
	Salinas	CA	93901	\$	174.00
	Memphis	TN	38101-9842	\$	750.00
Suite C137	Gilroy	CA	95020	\$	750.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	696.00
	San Jose	CA	95118	\$	750.00
	Fremont	CA	94536	\$	750.00
	Salinas	CA	93901	\$	43.50
	Salinas	CA	93907	\$	87.00

Salinas	CA	93905	\$	522.00
Salinas	CA	93905	\$	52.20
Salinas	CA	93905	\$	261.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93915	\$	469.80
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	750.00
Monterey	CA	93940	\$	87.00
Salinas	CA	93905	\$	174.00
Villa Park	IL	60181	\$	21.75
Salinas	CA	93905	\$	87.00
San Francisco	CA	94122	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	50.00
Salinas	CA	93901	\$	130.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93901	\$	21.75
Salinas	CA	93907	\$	43.50
Salinas	CA	93901	\$	87.00
Salinas	CA	93912	\$	750.00
Copperopolis	CA	95228	\$	87.00
Salinas	CA	93905	\$	130.50
Salt Lake City	UT	84123	\$	750.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	174.00
Salinas	CA	93901	\$	208.80
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	191.40
Salinas	CA	93905	\$	104.40
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	200.10
Salinas	CA	93902	\$	182.70
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	43.50
Salinas	CA	93901	\$	104.40
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	522.00
SALINAS	CA	93905	\$	21.75
Salinas	CA	93912	\$	750.00
Salinas	CA	93905	\$	87.00

Salinas	CA	93905	\$	348.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Watsonville	CA	95076	\$	750.00
Salinas	CA	93905	\$	95.70
Salinas	CA	93906	\$	174.00
San Clemente	CA	92672	\$	750.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93901	\$	174.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	21.75
Salinas	CA	93901-4302	\$	750.00
Salinas	CA	93908	\$	182.70
Salinas	CA	93901	\$	60.90
Salinas	CA	93905	\$	130.50
Salinas	CA	93905	\$	261.00
Salinas	CA	93907	\$	210.54
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	348.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93901	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	50.00
Detroit	MI	48201	\$	750.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	87.00
Salinas	CA	93901	\$	750.00
Watsonville	CA	95077-5001	\$	750.00
Salinas	CA	93905	\$	63.51
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	435.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	750.00
Salinas	CA	93906	\$	130.50
Los Angeles	CA	90054	\$	750.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93901	\$	121.80
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	21.75
Greenfield	CA	93927	\$	130.50

Salinas	CA	93901	\$	130.50
Salinas	CA	93905	\$	43.50
Greenfield	CA	93927	\$	174.00
Greenfield	CA	93927	\$	261.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	21.75
Westerville	OH	43081-7651	\$	750.00
Salinas	CA	93905	\$	65.25
Santa Barbara	CA	93102-1299	\$	750.00
Salinas	CA	93902	\$	43.50
Salinas	CA	93902	\$	87.00
Salinas	CA	93915	\$	87.00
Salinas	CA	93905	\$	243.60
Monterey	CA	93940	\$	348.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	217.50
Salinas	CA	93908	\$	87.00
Salinas	CA	93906	\$	174.00
Salinas	CA	93906	\$	174.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	104.40
Salinas	CA	93906	\$	261.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	52.95
Salinas	CA	93901	\$	130.50
Salinas	CA	93901	\$	130.50
Salinas	CA	93905	\$	750.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93906	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	113.10
Salinas	CA	93908	\$	87.00
Salinas	CA	93901	\$	87.00
Salinas	CA	93906	\$	76.56
Salinas	CA	93906	\$	87.00
Salinas	CA	93906	\$	76.56
Salinas	CA	93901	\$	121.80
Vallejo	CA	94590	\$	750.00
Salinas	CA	93906	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	95.70
Salinas	CA	93905	\$	261.00
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	261.00

Salinas	CA	93901	\$	87.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93901	\$	130.50
Salinas	CA	93905	\$	130.50
Salinas	CA	93906	\$	130.50
Milpitas	CA	95035	\$	261.00
Salinas	CA	93905	\$	226.20
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	217.50
San Jose	CA	95128	\$	348.00
Springfield	MO	65801	\$	750.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	174.00
Villa Park	IL	60181	\$	21.75
Salinas	CA	93901	\$	95.70
Salinas	CA	93905	\$	156.60
Salinas	CA	93901	\$	43.50
Salinas	CA	93901	\$	174.00
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	182.70
Salinas	CA	93905	\$	200.10
Salinas	CA	93905	\$	174.00
Salinas	CA	93906	\$	750.00
Salinas	CA	93906	\$	87.00
Salinas	CA	93905	\$	750.00
Salinas	CA	93906	\$	21.75
Salinas	CA	93901	\$	95.70
Salinas	CA	93905	\$	191.40
Salinas	CA	93905	\$	21.75
Fresno	CA	93722	\$	261.00
San Jose	CA	95122	\$	182.70
Salinas	CA	93905	\$	43.50
Salinas	CA	93905	\$	750.00
San Jose	CA	95128	\$	104.40
Salinas	CA	93901	\$	174.00
Salinas	CA	93906	\$	76.56
Salinas	CA	93905	\$	87.00
Salinas	CA	93906	\$	174.00
Salinas	CA	93906	\$	76.56
Salinas	CA	93905	\$	261.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93901	\$	87.00
Salinas	CA	93915	\$	43.50
Salinas	CA	93907	\$	130.50

Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	104.40
Salinas	CA	93907	\$	87.00
Salinas	CA	93905	\$	750.00
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	174.00
Downey	CA	90241	\$	43.50
Salinas	CA	93905	\$	435.00
Salinas	CA	93902	\$	609.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93901	\$	95.70
Salinas	CA	93905	\$	261.00
Salinas	CA	93905	\$	200.10
Salinas	CA	93905	\$	104.40
Addison	TX	75001	\$	750.00
Salinas	CA	93905	\$	139.20
Salinas	CA	93905	\$	104.40
Salinas	CA	93905	\$	435.00
Fresno	CA	93703	\$	43.50
Salinas	CA	93901	\$	121.80
La Puente	CA	91748	\$	750.00
Salinas	CA	93901	\$	435.00
San Bruno	CA	94066	\$	43.50
Salinas	CA	93908	\$	43.50
Eureka	CA	95502-0661	\$	130.50
Salinas	CA	93912	\$	43.50
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	121.80
Carmel Valley	CA	93924	\$	87.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	130.50
Salinas	CA	93905	\$	182.70
Salinas	CA	93905	\$	174.00
La Puente	CA	91748	\$	750.00
Salinas	CA	93905	\$	208.80
Salinas	CA	93906	\$	261.00
Salinas	CA	93905	\$	95.70
Salinas	CA	93905	\$	130.50
Salinas	CA	93912	\$	87.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	609.00
Salinas	CA	93915	\$	87.00
Salinas	CA	93905	\$	43.50

Salinas	CA	93901	\$	87.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93905	\$	21.75
Irvine	CA	92612	\$	750.00
Salinas	CA	93905	\$	43.50
Salinas	CA	93906	\$	95.70
Salinas	CA	93906	\$	750.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	104.40
Salinas	CA	93905	\$	348.00
Salinas	CA	93906	\$	130.50
Salinas	CA	93905	\$	750.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	130.50
Salinas	CA	93905	\$	750.00
Spring Valley	CA	91977	\$	609.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93901	\$	95.70
Salinas	CA	93905	\$	217.50
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	609.00
Salinas	CA	93905	\$	130.50
Salinas	CA	93906	\$	87.00
Salinas	CA	93905	\$	750.00
Salinas	CA	93905	\$	130.50
Wichita	KS	67278	\$	750.00
Manteca	CA	95337	\$	750.00
San Antonio	TX	78259	\$	750.00
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	87.00
Marina	CA	93933	\$	130.50
Salinas	CA	93901	\$	750.00
Salinas	CA	93905	\$	87.00
Salinas	CA	93905	\$	113.10
Salinas	CA	93905	\$	130.50
Salinas	CA	93901	\$	348.00
Salinas	CA	93905	\$	21.75
Salinas	CA	93906	\$	130.50
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	156.60
Salinas	CA	93905	\$	21.75
Salinas	CA	93905	\$	174.00
Salinas	CA	93905	\$	174.00

	Salinas	CA	93905	\$	130.50
	San Carlos	CA	94070	\$	217.50
	Salinas	CA	93905	\$	750.00
	Salinas	CA	93905	\$	21.75
	Salinas	CA	93905	\$	43.50
	Salinas	CA	93905	\$	261.00
	Salinas	CA	93905	\$	261.00
	Seaside	CA	93955	\$	174.00
	Salinas	CA	93901	\$	609.00
	Reading	PA	19610	\$	121.80
	Salinas	CA	93905	\$	750.00
	Monsey	NY	10952	\$	261.00
	Salinas	CA	93905	\$	87.00
	Denver	CO	80223	\$	750.00
	Salinas	CA	93906	\$	43.50
	Salinas	CA	93901	\$	87.00
	Salinas	CA	93907	\$	87.00
	Salinas	CA	93905	\$	130.50
	Salinas	CA	93901	\$	87.00
	Salinas	CA	93908	\$	130.50
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	750.00
	Salinas	CA	93905	\$	104.40
	Salinas	CA	93906	\$	130.50
	San Jose	CA	95136	\$	750.00
	Salinas	CA	93905	\$	130.50
	Salinas	CA	93905	\$	21.75
	Salinas	CA	93905	\$	104.40
PO Box 512377	Los Angeles	CA	90051-0377	\$	750.00
	Salinas	CA	93905	\$	750.00
	Salinas	CA	93905-3342	\$	50.00
	Fort Bragg	CA	95437	\$	43.50
	Salinas	CA	93905	\$	50.00
	Salinas	CA	93905	\$	87.00
	Salinas	CA	93905	\$	22.62
Grand Total				\$	<u>109,148.90</u>

*Proposed Budget 2022/2023

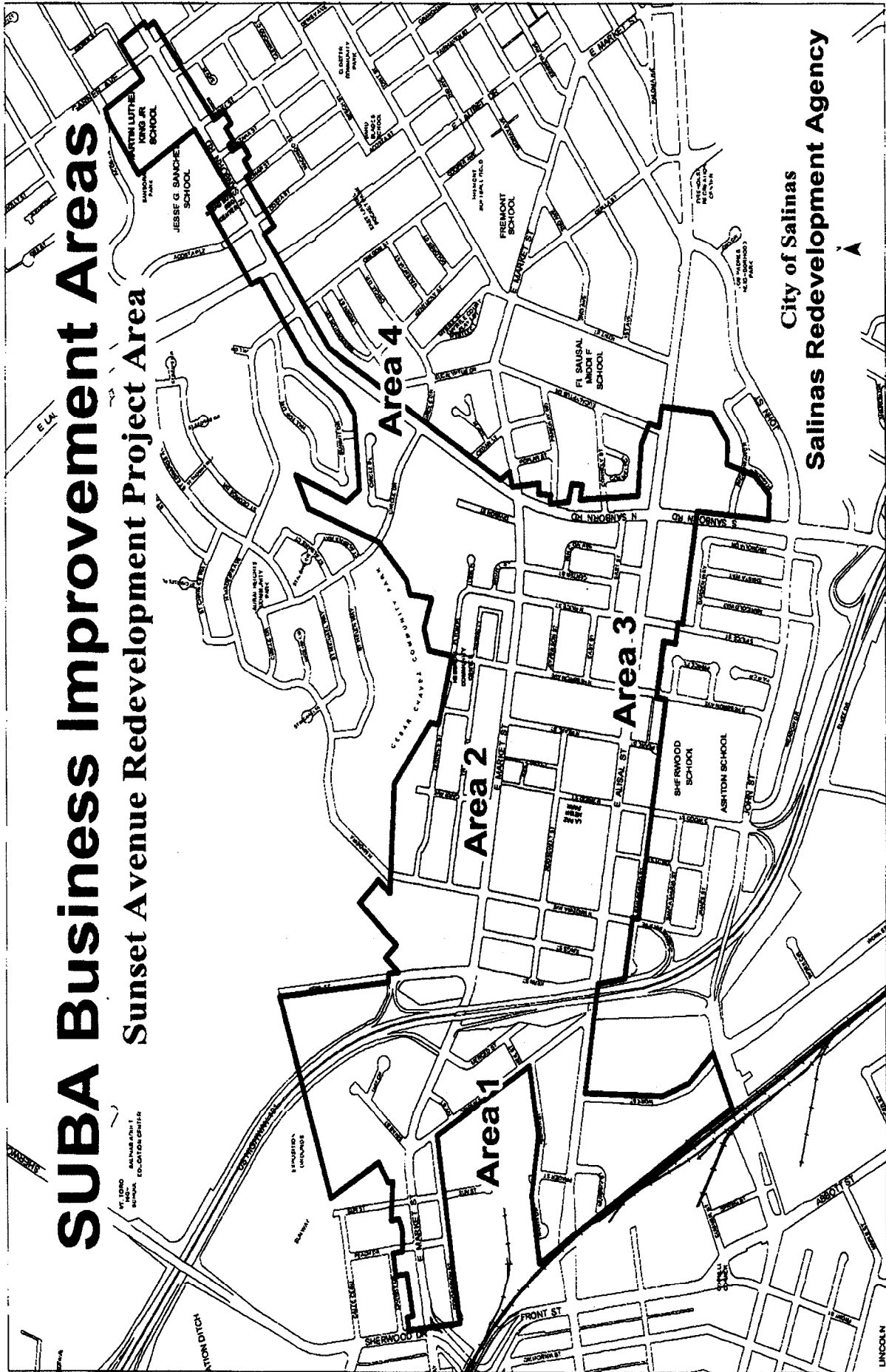
Salinas United Business Association

*Proposed Budget 2022/2023

Income	2022/2023 Budget
SUBA BID Assessments & Associated Membership (<i>projected</i>)	\$ 109,149
Grants	\$ 2,500
Donations	\$ 6,000
Contracts	\$ 52,000
<u>Current Balance from FY 2019/2020</u>	<u>\$ 7,568</u>
Total Income	\$ 177,217
Expense	
Operations	\$ 177,217
Accounting	\$ 2,705
Conferences/Staff Development	\$ 1,750
Insurance	\$ 4,320
Permits	\$ 600
Dues and Subscriptions	\$ 250
Office Furniture & Equipment	\$ 1,850
Office Supplies	\$ 3,500
Postage	\$ 1,750
Telephone & Internet	\$ 4,250
Rent	\$ 12,000
Staff	\$ 103,800
Miscellaneous	\$ 2,000
Beautification and Landscaping	\$ 2,000
Marketing & Promotion	\$ 6,500
Safety	\$ 1,300
Business Resources	\$ 6,000
Total Expenses	<u>\$ 154,575</u>
<i>Estimated Fund Balance</i>	\$ 22,642

*Revised Proposed Budget.

Sunset Avenue Redevelopment Project Area





Legislation Text

File #: ID#22-484, **Version:** 1

Submission of Consolidated Annual Performance and Evaluation Report for FY 2021-22 to the United States Department of Housing and Urban Development

Approve a Resolution approving the Fiscal Year (FY) 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submittal to the United States Department of Housing and Urban Development (HUD).



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: MEGAN HUNTER, DIRECTOR

THROUGH ROD POWELL, PLANNING MANAGER

PREPARED BY: CRISTINA GONZALEZ

TITLE: SUBMISSION OF CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT FOR FY 2021-22 TO THE UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

RECOMMENDED MOTION:

It is recommended that City Council approve a resolution approving the Fiscal Year (FY) 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submittal to the United States Department of Housing and Urban Development (HUD).

RECOMMENDATION:

The Community Development Department (CDD) recommends that City Council approve a resolution approving the FY 2021-22 CAPER and authorize submittal to HUD.

EXECUTIVE SUMMARY:

The City of Salinas (City) is designated as a HUD Entitlement jurisdiction which allows for the direct receipt of funding from HUD's Community Development Block Grant (CDBG), CDBG-CARES Act COVID-19 (CDBG-CV), HOME Investment Partnerships (HOME), HOME American Rescue Plan (HOME-ARP), and Emergency Solutions Grants (ESG), and ESG CARES Act COVID-19 (ESG-CV) Programs. As a requirement of the continued receipt of entitlement funding, each year the City must submit a CAPER to HUD. The CAPER provides a comprehensive summary of expenditures, activities, and accomplishments for each of the City's HUD programs for the past fiscal year. This document also serves as a mechanism and opportunity for public evaluation regarding the City's progress in carrying out goals and objectives as stated in its FY 2020-24 Consolidated Plan (Con Plan) and FY 2021-22 Annual Action Plan (AAP). The CAPER is due to HUD no later than ninety (90) days after the end of the City's FY 2021-22. This year, the CAPER is due to HUD no later than September 30, 2022.

BACKGROUND:

The CAPER is a one-year evaluative summary document which describes all eligible projects, programs and activities funded through CDBG, CDBG-CV, HOME, HOME-ARP, ESG and ESG-CV funds and their relationship to the City's housing, homelessness, and community development priorities and needs. In accordance with the City's adopted Citizen Participation Plan (CPP), HUD requires a minimum fifteen (15) day public comment period for the CAPER. In compliance with this mandate, a draft CAPER public notice was published in The Californian and El Sol newspapers on September 3, 2022. The draft CAPER was also made available to the public on the City's website, at City libraries, City Hall, and the Community Development Department office, and by request through mail or email. The public comment period for the FY 2021-22 CAPER began on September 3, 2022 and ends on September 20, 2022. This City Council public hearing provides an additional opportunity for the public to provide City Council feedback regarding the draft CAPER and provide input on community development needs within the City. A summary of all public comments received during the public comment period will be included in the City's final CAPER submission to HUD.

DISCUSSION:

Entitlement Funding & Program Income (PI)

The City is an entitlement jurisdiction for CDBG, CDBG-CV, HOME, HOME-ARP, ESG and ESG-CV programs. HUD provides annual grants on a formula basis to entitled cities and counties to develop urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The City also utilizes program income (PI) to further fund certain eligible activities on an annual basis. PI is the gross income received by the City that is generated from the use of CDBG and HOME funds. The table below represents total entitlement funding and PI available for FY 2021-22 for CDBG, CDBG-CV, HOME, HOME-ARP, ESG and ESG-CV.

Funding Source	Entitlement Amount	Program Income	Total Funding Available
CDBG	\$2,128,725	\$144,572	\$2,273,297
CDBG-CV	\$1,379,528*	\$0	\$1,379,528*
HOME	\$803,851	\$281,767	\$1,085,618
HOME-ARP	\$145,938	\$0	\$145,938
ESG	\$172,631	\$0	\$172,631
ESG-CV	\$3,447,936*	\$0	\$3,447,936*
Total	\$8,078,609	\$426,339	\$8,504,948

* Remaining funding from FY 2020-21

The table below represents total entitlement and PI expenditures incurred in FY 2021-22 for CDBG, CDBG-CV, HOME, HOME ARP, ESG and ESG-CV.

Funding Source	Total Available Funding	Total Expenditures
CDBG	\$2,273,297	\$892,489
CDBG-CV	\$1,379,528*	\$595,065
HOME	\$1,085,618	\$1,028,321
HOME ARP	\$145,938	\$0
ESG	\$172,631	\$138,297
ESG-CV	\$3,447,936*	\$2,772,470
Total	\$8,504,948	\$5,426,642

** Remaining funding from FY 2020-21*

Community Development Block Grant (CDBG)

CDBG Entitlement Funds may be used to provide decent housing, support suitable living conditions, and expand economic opportunities, principally for low- and moderate-income persons. CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services (up to 15% of CDBG allocation)
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

In FY 2021-22, the City utilized CDBG funds to support public services, economic development, and public facilities. The following tables show the activities performed with CDBG Entitlement and CDBG-CV funds and their accomplishments for FY 2021-22. Due to the Covid-19 pandemic, implementation of some programs and activities have been delayed.

CDBG Program					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration (20% Grant & PI)	Administration	\$466,487	\$378,993	N/A
City of Salinas	Grow Salinas Fund	Economic Development	\$14,501*	\$14,501	9 Businesses
City of Salinas	Sherwood Recreation Center – Phase 4	Public Facility	\$1,100,000*	\$0	Public Facility
City of Salinas	Hebron Recreation Center	Public Facility	\$1,406,613*	\$0	Public Facility
City of Salinas	Chinatown Improvements	Public Facility	\$0	\$0	Public Facility
First United Methodist Church	Kitchen Remodel	Public Facility	\$466,866*	\$28,694	Public Facility
Alisal Union School District	Buckhorn Early Childhood Development Center	Public Facility	\$968,000*	\$0	Public Facility
Interim Inc.	Catalyst Apartments Rehabilitation	Housing	\$547,855*	\$373,063	5 Housing Units
City of Salinas	Natividad Creek and Closter Park Restroom Renovation	Public Facility	\$798,633*	\$4,344	Public Facility
Interim Inc.	Sun Rose Apartments	Housing	\$540,996*	\$65,171	1 Unit / 8 people
Girl Scouts of California	Girl Scouts Alisal Program Center	Public Service	\$35,000	\$27,722	221 Youth

** Remaining funding from previous fiscal years*

CDBG-CV Program <i>(Remaining Funding from FY 2020-21)</i>					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration (20% of Grant)	Administration	\$266,687	\$126,330	N/A
City of Salinas	Housing Information, Referral Services & Fair Housing	Public Service	\$358,478	\$73,880	1204 Households
City of Salinas	Grow Salinas Fund	Economic Development	\$0	\$0	24 Businesses
City of Salinas	Economic Development and Technical Assistance	Public Service	\$335,395	\$113,428	240 Businesses
Downtown Streets Inc.	Salinas Downtown Streets Team	Public Service	\$206,693	\$189,846	113 Persons
Eden Council for Hope and Opportunity	Fair Housing & Tenant/Landlord Services (CV)	Public Service	\$100,000	\$91,582	171 Households
Unallocated Funds	To be determined (TBD)	TBD	\$112,275	\$0	N/A

Emergency Solutions Grant (ESG)

The ESG and ESG-CV programs utilize federal funds to support communities in providing street outreach, emergency shelter, rental assistance, and related services. These programs provide resources for adults and families with children experiencing or are at-risk of homelessness. The street outreach and emergency shelter program components are capped at 60% of the ESG total funding. This 60% cap was waived by HUD for ESG-CV funds. Additional uses of the ESG and ESG-CV are to provide homelessness prevention assistance to households who are at risk of homelessness, and assistance to rapidly re-house persons who are experiencing homelessness. ESG and ESG-CV funds provide a variety of assistance, including short-term or medium-term rental assistance, housing navigation and placement, and housing stability case management.

For FY 2021-22, the City received a HUD ESG allocation of \$172,631 and also had \$3,447,936 of remaining ESG-CV funds from FY 2020-21. The following tables show the agency name, program funded, total number of unduplicated persons served, budgeted amount, and total FY 2021-22 expenditures.

ESG Program					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration (7.5% of Grant)	Administration	\$15,056*	\$3,436	N/A
City of Salinas	Salinas Outreach and Response Team (SORT)	Public Service	\$79,000	\$61,942	36 Persons
Central Coast Center for Independent Living (CCCIL)	Rapid Re-Housing and Homeless Prevention Program	Public Service	\$55,176*	\$33,418	27 Persons
Bay Area Community Services (BACS)	Rapid Re-Housing	Public Service	\$80,684	\$39,501	78 Persons

*Remaining funding from FY 2020-21

ESG – CV Program (Remaining Funding from FY 2020-21)					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration (10% of Grant)	Administration	\$268,333	\$215,133	NA
Step-Up on Second Street Inc.	Homekey Project	Public Service	\$141,600	\$141,600	1,657 Persons
University Corporation at Monterey Bay	Rapid Re-housing (RRH) Program	Public Service	\$221,949	\$182,626	
CCCIL	RRH, Outreach, and Shelter Services	Public Service	\$333,000	\$328,576	
Coalition of Homeless Services Providers	Hotel / Motel Vouchers and Case Management	Public Service	\$49,8880	\$49,880	
Community Homeless Solutions	Chinatown Navigation Center, Shelter and Trailers Operations	Public Service	\$780,290	\$780,290	
Downtown Streets Team, Inc.	Salinas Downtown Streets Team - Street Outreach	Public Service	\$450,000	\$337,106	
Interim, Inc.	MCHOME	Public Service	\$150,000	\$109,095.00	

ESG – CV Program (Continued)					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	SORT & Sanitation Stations	Public Service	\$380,430	\$209,265.53	36 Persons
City of Salinas	Sprung Structure and RV Trailers	Public Facility	\$115,889	\$115,889	Public Facility
Bay Area Community Services	SHARE Center Operations	Public Services	\$563,865	\$303,010	78 Persons

HOME Investment Partnerships Program

The HOME Investment Partnerships Program supports local housing strategies intended to increase home ownership and affordable housing opportunities for low- and very low-income Americans. Eligible uses of funds include tenant-based rental assistance, housing rehabilitation, assistance to homebuyers, and new construction of housing. HOME funding may also be used for site acquisition, site improvements, demolition, relocation, and other necessary and reasonable activities related to the development of non-luxury housing.

In FY 2021-22, the City used HOME grant funds for housing activities that expanded the supply of decent, safe, and affordable housing. The FY 2021-22 HOME housing development funds have not yet been allocated. It is the City's intent to commit these funds to a project in the near future. The City conducted a Housing and Development Forum in February of 2022 to advertise and promote the availability of funds including HOME funding to produce affordable housing units.

HOME Program					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration	Administration	\$299,539*	\$72,457	N/A
Monterey County Housing Development Corporation	Parkside Manor Phase I	Housing	\$1,017,540*	\$955,864	6 Housing Units
To be committed in the future	To be committed on the future	Housing	\$ 1,133,147	\$0	TBD

**Funding from previous fiscal years.*

HOME American Rescue Plan

The Allocation Plan for the HOME-ARP is currently being developed and will be submitted to HUD by the end of 2022. To assist in development of the plan, the City received an initial amount of \$145,938.70 in January 2022 for administration and planning, out of the total funds \$2,918,774.

Remaining funds will become available once HUD approves the City's Allocation Plan and executes the required substantial amendment to the FY 2021-22 AAP. There were no HOME ARP expenditures accrued during FY 2021-22.

HOME-ARP Program					
Agency	Activity Name	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration (Awarded)	Administration	\$145,939	\$0	N/A
City of Salinas	Program Administration (Pending HUD approval)	Administration	\$291,877	\$0	N/A
To be committed in the future	To be committed on the future	TBD	\$ 2,480,958	\$0	TBD

CEQA CONSIDERATION:

The City of Salinas determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) per Guidelines Section 15378.

STRATEGIC PLAN INITIATIVE:

Funded activities and projects support the City of Salinas Strategic Plan 2022-2025 Goals and Strategies for Economic Development, Housing/Affordable Housing, and Effective and Culturally Responsive Government.

DEPARTMENT COORDINATION:

This agenda item originates from the City's CDD Housing Division. However, other City departments including the City Attorney, Finance, Public Works and Library and Community Services have also contributed staff time and resources.

FISCAL AND SUSTAINABILITY IMPACT:

Funds are provided directly to the City by HUD and no matching City funds required.

ATTACHMENTS:

1. Resolution
2. Draft CAPER

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING THE FY 2021-22 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND AUTHORIZING SUBMITTAL TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the FY 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) is an annual report describing eligible projects, programs and activities that were undertaken with United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, CDBG CARES Act COVID-19 (CDBG-CV), Home Investment Partnerships Program (HOME), HOME American Rescue Plan (HOME-ARP), Emergency Solutions Grants (ESG) Program, and ESG CARES Act COVID-19 (ESG-CV) funds for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the FY 2021-22 CAPER summarizes the City of Salinas' (City) progress in meeting the public service, community development, and affordable housing needs in relation to the 2020-24 Consolidated Plan (Con Plan) and FY 2021-22 Annual Action Plan (AAP) for activities carried out under CDBG, CDBG-CV, HOME, HOME-ARP, ESG and ESG-CV programs; and

WHEREAS, in accordance with 24 CFR Part 91.105, the City is required to conduct a public hearing each year to obtain citizens' views on housing and community development needs; and

WHEREAS, HUD regulations in accordance with the City's adopted Citizen Participation Plan (CPP) requires a minimum fifteen (15) day CAPER public comment period; and

WHEREAS, the FY 2021-22 CAPER is due to HUD no later than September 30, 2022; and

WHEREAS, a notice was published in The Californian and El Sol newspapers on September 3, 2022, announcing the minimum fifteen (15) day CAPER public comment period beginning September 3, 2022 through September 20, 2022 and advised the public of an upcoming public hearing at the City Council meeting scheduled for September 20, 2022; and

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the FY 2021-22 CAPER and authorizes the submission to HUD and has accepted comments on housing and community development needs in a public hearing announced for that purpose; and

BE IT FURTHER RESOLVED that the Salinas City Council hereby authorizes the City Manager or designee, for and on behalf of the City, to submit the FY 2021-22 CAPER to HUD by September 30, 2022.

PASSED AND APPROVED this 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



**City of Salinas
FY 2021-22
Consolidated Annual Performance Evaluation Report
(CAPER - July 1, 2021 through June 30, 2022)**

City of Salinas
Community Development Department, Housing Division
65 W. Alisal St, 2nd Floor.
Salinas, CA 93901
(831) 758-7334



Table of Contents

CR-05 - Goals and Outcomes	1
CR-10 - Racial and Ethnic composition of families assisted	8
CR-15 - Resources and Investments 91.520(a)	9
CR-20 - Affordable Housing 91.520(b)	15
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	17
CR-30 - Public Housing 91.220(h); 91.320(j)	19
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)	20
CR-40 - Monitoring 91.220 and 91.230	24
CR-45 - CDBG 91.520(c)	25
CR-50 - HOME 91.520(d)	26
CR-58 – Section 3	29
CR-60 - ESG 91.520(g) (ESG Recipients only)	31
CR-65 - Persons Assisted	33
CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes	36
CR-75 – Expenditures	37
Attachment A: Public Participation	A-1
Attachment B: Monitoring Procedures	B-1
Attachment C: IDIS Report – PR 26	C-1
Attachment D: CAPER Resolution	D-1

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This is an overview that includes major initiatives and highlights those that were proposed and executed throughout the program year. Salinas is designated as an entitlement community for three funding programs administered by HUD: Community Development Block Grant (CDBG); HOME Investment Partnerships; and Emergency Solutions Grants (ESG). The FY 2021-22 CAPER describes the City's affordable housing and community development activities between July 1, 2021 through June 30, 2022. The CAPER also provides an evaluation of the City's progress in carrying out the goals and objectives as stated in the Five-Year Consolidated Plan FY 2020–24 and the FY 2021-22 Action Plan. This CAPER also reports on the activities performed with CDBG-CV and ESG-CV funds.

Affordable Housing Multi-Family and Single-Family:

- **Housing Services Program (CDBG):** The City completed one project which benefited one household in FY 2021-22 through the Housing Services Program. The project began in FY 2020-21. The program has been suspended because of staffing shortages and no funds were allocated in FY 2021-22.
- **Monterey County Housing Authority Development Corporation (MCHADC):** The Parkside Manor Housing Development Project – Phase I is located at 1112, 1114, and 1115 Parkside Street in the City of Salinas. In FY 2021-22, the developer demolished 88 existing senior housing units and committed to the construction of 160 new senior residential units, along with supporting improved infrastructure and amenities. The project is being built in two phases: Phase I consist of 80 low-income senior housing units and Phase II an additional 80 units. Parkside Manor Housing Development Project - Phase I received funding from FY 2019-20 in the amount of \$414,651, and from FY 2020-21 in the amount of \$545,889. This project also received \$60,000 for Activity Delivery from FY 2020-21 for a grand total of \$1,017,540 of HOME funds. As of today, 98% of the funds in the amount of \$938,389.20 were dispersed to the Housing Authority of the County of Monterey for the construction of this project. The City retained 2% of the funds \$19,150.80 until the project is complete. In May of 2021, the HOME Funding Agreement was recorded and Phase I broke ground for construction. During FY 2021-22, the general contractor completed 90% of the Phase I construction and the project is expected to be completed by early November 2022.
- **Interim Inc., Sun Rose Apartments (CDBG):** The Sun Rose Apartments project is located at 439 Soledad Street. This project demolished a single-family dwelling for construction of an 11-unit transitional/permanent supportive housing facility with supportive services for very low-income individuals with mental health disabilities who are homeless, chronically homeless, or at-risk of homelessness. This new construction project consists of a three-story building, 2 patios, 8 parking spaces, 7 one-bedroom units, 3 studio units and an 8-bedroom transitional unit with shared amenities. In FY 2020-21, the City and Interim executed a CDBG Grant Funding Agreement in the amount of \$500,000 for the construction of the Sun Rose Apartments, and an additional \$47,860 of Activity Delivery funds for a grand total of \$547,860. Building permits for this Project were approved and issued in June 2021, a general contractor was selected, and construction is underway. This project is anticipated to be completed at the end of 2022.
- **Catalyst Apartments Rehabilitation Project (CDBG):** The non-profit developer, Interim Inc. began the renovation of the Catalyst Apartments (located at 235 Martella Street) in March of 2021. The rehabilitation of this 5-unit affordable rental complex, with 1 bedroom apartment units, construction was completed in January 2022. The Catalyst Apartments received \$500,000 for the rehabilitation of the units and \$50,000 for Activity Delivery for a grand total of \$550,000 in CDBG Entitlement funds. Thanks to this funding, significant improvements were made to the building interior, exterior, and common areas. This project will benefit individuals with mental disabilities. Currently, City and Interim staff are reconciling the close out documents and obtaining accomplishment data to issue the final payment and close this project in IDIS.

HOME-ARP: The Allocation Plan for the HOME American Rescue Plan (ARP) is being developed and will be submitted to HUD by the end of 2022. The City received an initial amount of \$145,938.70 in January 2022 out of the total funds \$2,918,774. The remaining funds to become available once HUD approves the allocation plan and substantial amendment to the FY 2021-22 AAP. No expenditures accrued during FY 2021-22.

Homeless Facilities and Services: The City continued to fund a variety of homeless services and facilities using ESG funds. During FY 2021-22, 114 homeless and at-risk homeless persons were served through ESG. Specifically, Bay Area Community Services provided rapid re-housing services to 78 persons. The Salinas Outreach and Engagement Team (SORT) conducted 1,369 engagements, entering 36 persons into HMIS.

In addition, the City provided funding for the development of Sun Rose Apartments, a supportive housing facility of 11 units to benefit persons with mental illness. The City also provided funding for the rehabilitation of a five-unit apartment complex, the Catalyst Apartments. This project also assisted and benefited persons with mental illnesses (see “Affordable Housing Multi-Family and Single-Family” Projects above for more details).

Neighborhood Conditions: During FY 2021-22, only one public service program (Girl Scouts Alisal Program Center) was funded with CDBG funds, serving low-income youths. Overall, 221 youths were assisted.

In FY 2020-21, the City continued to implement the rehabilitation of several public facilities:

Hebbron Family Center Project: The Hebbron Family Center received \$1,306,613 in CDBG Funds from a combination of FY 2020-21 and FY 2021-22 funds for the soft cost activities of this project. In addition to these funds, this project also received \$100,000 in Activity Delivery funds from FY 2020-21 and FY 2021-22. City Council approved two substantial amendments to FY 2020-21 and FY 2021-22 Annual Action Plans on May 24, 2022, and CDBG funds for this project are earmarked for soft costs including design, development, and project management. The City released a Request for Qualifications (RFQ) for this revitalization project, and after a robust application process, Griffin Structures was selected as the most qualified consultant. The scope of work for Griffin Structures includes project management, demolition plans, community outreach, design development, and construction oversight. In addition, the proposal submitted by R.L. Hastings and Associates, LLC was selected to prepare a NEPA Environmental Assessment for this project. In FY2021-22, both consultants started their work for this project.

Sherwood Recreation Center: The City's Community Development Department -Housing Division, Public Works and Library & Community Services Departments completed Phase III of this Project in May of 2021. As Phase III was being completed, City staff determined additional work was needed to make this facility fully operational. Funding for Phase IV of this project was first included under FY 2020-21 AAP. Subsequently, in FY 2021-22 AAP, additional CDBG funds were added to the project for a grand total \$1,728,633 for the direct construction and improvements of the project. In addition to these funds, this project also received \$170,000 in Activity Delivery funds from FY 2020-21 and FY 2021-22. In April of 2022, City staff completed an exempt environmental review record for the soft cost activities of this project. During FY 2021-22, City staff were also working on the Memorandum of Records as well as the completion of the NEPA Environmental Review for this project, but that was temporarily placed on hold as the City conducted a substantial amendment. The substantial amendment de-obligated the original funds from the Sherwood Recreation Center and obligated the funds to the Hebbron Family Center. Substantial Amendment number two (2) to FY 2020-21 de-obligated \$728,633 of CDBG Entitlement Funds for the renovation activities of this project and \$70,000 of CDBG Entitlement Funds towards Activity Delivery. The de-obligated funds were obligated to the Hebbron Family Center. The amounts de-obligated from the Sherwood Recreation Center – Phase IV were re-obligated under the City's FY 2022-23 AAP as it is the City's intent to carry forward with this project.

Chinatown Neighborhood Improvements: CDBG Entitlements funds were first allocated towards the Chinatown Neighborhood Improvements Project in FY 2021-22 AAP. A total of \$577,980 in CDBG Entitlement Funds were allocated to several potential construction projects that could happen in the Chinatown neighborhood within the City. In addition to these funds, this project also received \$30,000 in Activity Delivery funds from FY 2021-22. In FY 2021-22, City staff attended community meetings and worked with stakeholders in determining the type(s) of Capital Improvement Project(s) that they would like to see happen in their neighborhood as a result of the Chinatown Revitalization Plan. Once these project(s) are determined, City staff will complete NEPA Environmental Review(s) and move forward with the design and construction of these potential project(s). The execution of this project was

temporarily placed on hold as the City conducted a substantial amendment where funds originally allocated to this project were de-obligated and obligated to the Hebborn Family Center. Substantial Amendment number one (1) in FY 2021-22 de-obligated \$577,980 of CDBG Entitlement Funds and \$30,000 of CDBG Entitlement Funds towards Activity Delivery of this project. The de-obligated funds were obligated to the Hebborn Family Center. The amounts de-obligated from this project were re-obligated under the City's FY 2022-23 AAP as it is the City's intent to carry forward with this project.

First United Methodist Church: FUMC, located at 404 Lincoln Avenue, obtained its demolition and building permits for the reconstruction of their kitchen and bathroom remodel. The demolition work was completed in December of 2020. In FY 2021-22, expenditure in the amount of \$17,255.19 was disbursed for architectural services and drawings. The building permit was approved, and the project was sent out to bid during the first quarter of FY 2021-22. FUMC selected CRW Industries Inc as their general contractor and the building permit was issued in January 2022. In FY 2021-22, inspections for plumbing, framing, electrical and mechanical components were completed. Rehabilitation of the facility continues with a projected completion in May of 2023.

Buckhorn Early Childhood Development Center: The Alisal Union School District (AUSD) and City of Salinas completed the Environmental Assessment for the Early Childhood Development Center and obtain its Authority to Use Grant Funds (AUGF) in November of 2020. After the completion of these two milestones, the City and AUSD have continued to work in the Community Development Block Grant (CDBG) and the Land Use Disposition (LDA) Agreements. These two agreements are almost finalized, and it is expected that these agreements will be executed in the first quarter of FY 2022-23. Once these agreements are executed, AUSD will submit this project to the California Division of the State Architect (DSA) for review and approval. DSA approval is expected to be accomplished by September 2023. The project will then be taken out to bid on November 2023, under construction by January 2024, completed by January 2025 and placed in operations by May 2025.

Natividad Creek and Closter Park Restroom Rehabilitation Projects: The rehabilitation of this facility includes ADA upgrades and interior remodel of restrooms. The City funded the project in FY 2019-20 with CDBG Entitlement Funds received through HUD in the amount of \$442,070. This project is coordinated internally between the City of Salinas's Community Development, Public Works, and Library & Community Services Departments. In FY 2021-22, City received the Authority to Use Grant Funds (AUGF) from HUD in November of 2021. The Memorandum of Record (MOR) was executed in January 2022, upon the allocation of CDBG Entitlement Funds. City staff have continued to prepare the Request for Proposals (RFP) and it is expected to be published in September 2022. Projected construction start date for this project is the end of 2022.

The Closter Park Restroom Rehabilitation project has been put on hold until the Natividad Creek Park Restroom Rehabilitation Project and Sherwood Recreation Center Phase IV Projects are completed.

CDBG-CV

The City received \$1,190,782 as CDBG-CV1 funds and \$1,209,375 in CDBG-CV3 funds, for a total of \$2,400,157 in CDBG-CV funds through a Substantial Amendment to the FY 2019-20 AAP. The City continued to expend the CV funds over the FY 2021-22 period. Specifically, the following activities were underway:

- Eden Council for Hope and Opportunity (ECHO): ECHO is educating the community regarding the housing protections available due to COVID-19. In addition, ECHO responds to fair housing complaints, conducts audits, and provides conciliation and mediation services. ECHO assisted 187 persons.
- Salinas Downtown Street Team: This program launched cleanup crews in Chinatown and Downtown Salinas comprised of unhoused Team Members who would receive services and a basic needs stipend for their participation. Team Members are provided with case management services related to goal setting with the ultimate goal of housing stability. Team Members will receive pre-employment services to facilitate their path to regular employment. This program assisted 113 persons.
- City of Salinas Housing Information and Referral Services: The City of Salinas has been providing housing information, education, and referral services to Salinas residents through the Emergency Rental Assistance Program (ERAP), created in response to the Covid-19 Pandemic. As of June 2022, the City of Salinas has assisted 1,204 households through the ERAP Program.

- The Grow Salinas Fund (GSF) / Economic Development Technical Assistance through this activity about 175 unduplicated businesses and 65 duplicated businesses were assisted to prevent, prepare, and respond to the COVID-19 pandemic. Businesses were assisted through emails, phone calls, acquiring and renewing business licenses, referrals to community business organizations and promotion of workshops.

ESG-CV

The City also received \$617,245 as ESG-CV1 funds and \$5,814,926 in ESG-CV2 funds, for a total of \$6,432,171 in ESG-CV funds through a Substantial Amendment to the FY 2019-20 AAP. The City continued to expend the CV funds over the FY 2021-22 period. Specifically, the following activities are underway:

- Central Coast Center for Independent Living (CCCIL): Assisted 7 persons with rapid rehousing and they all moved to permanent housing destinations. CCCIL also assisted 44 persons with emergency shelter services. CCCIL continues to provide case management and essential services in partnership with CSUMB that will lead to a housing pathway.
- University Corporation at Monterey Bay (UCMB): UCMB provided rapid rehousing stabilization services to 422 persons.
- Salinas Outreach and Response Team (SORT): The City created SORT to better serve and coordinate services to the homeless community during the Covid-19 pandemic. In FY 2021-22, the SORT team provided linkage and referrals to essential services to 433 persons through outreach and engagement services. SORT enrolled 38 persons into HMIS.
- Coalition of Homeless Providers: Provided emergency shelter via hotel/motel vouchers to 20 homeless individuals, enrolling 9 persons into HMIS.
- Community Homeless Solutions (CHS): CHS provided overnight shelter seven days per week to single homeless women, men, and families. Clients are provided warm meals, a sleeping area and security services. Overall, CHS provided shelter for 11,750 bed nights at the Chinatown Navigation Center. A total of 214 persons were enrolled into HMIS.
- Downtown Street Team: DST assisted 300 persons with an opportunity to become a cleanup crew member and receive case management and employment training and 96 HMIS entries.
- Interim: Interim's MCHOME program provided street outreach and emergency motel vouchers to homeless individuals with serious mental illness. Interim outreached 26 individuals and provided 343 bed nights of emergency shelter.
- Step Up on Second: Step Up uses a Housing First model to connect individuals experiencing chronic homelessness to housing. Housing First is a proven approach in which all individuals experiencing homelessness are believed to be housing ready. Step Up assisted 72 persons.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Increased Decent and Affordable Housing	Affordable Housing	HOME: \$1,019,833	Rental units constructed	Household Housing Unit	25	17	68.00%	5	5	100.00%
			Homeowner Housing Rehabilitated	Household Housing Unit	25	2	8.00%	0	1	NA
Enhanced Homeless Facilities and Services	Homeless	ESG: \$159,684	TBRA/Rapid Re-Housing	Persons Assisted	50	81	106%	10	78	0.00%
			Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	36	7%	50	36	72%
			Homeless Person Overnight Shelter	Persons Assisted	1,300	55166	4.23%	225	0	0.00%
			Homelessness Prevention	Persons Assisted	25	1	4.00%	5	0	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Enhanced Neighborhood Conditions	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$1,742,980	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100,000	0	0.00%	51,200	0	0.00%
			Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4,000	421	10.53%	200	221	110.50%
			Businesses Assisted	Businesses Assisted	20	0	0.00%	0	0	0.00%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During FY 2021-22, the City continued to implement the priority needs established in the City's current FY 2020 –24 Consolidated Plan. All High Priority Needs identified in the Consolidated Plan received funding from the CDBG, HOME, and/or ESG programs. The City was able to achieve or remain on track to achieve most of its goals and objectives. Specifically, the City pursued the following affordable housing projects (described in detail earlier):

- **Monterey County Housing Authority Development Corporation (MCHADC)- Parkside Manor Housing Development Project – Phase I:** is located at 1112, 1114, and 1115 Parkside Street in the City of Salinas. In FY 2021-22, the developer demolished 88 existing senior housing units and will construct 160 new senior residential units, along with supporting improved infrastructure and amenities. The project is being built into two phases: Phase I consist of 80 low-income senior housing units and Phase II an additional 80 units. During FY 2021-22, the general contractor completed 90% of the Phase I construction and the project is expected to be completed by early November 2022.
- **Interim Inc., Sun Rose Apartments (CDBG):** Sun Rose Apartments is located at 439 Soledad Street. It is an 11-unit transitional/permanent supportive housing facility with supportive services for very low-income individuals with mental health disabilities who are homeless, chronically homeless, or at-risk of homelessness. This new construction project consists of a three-story building, 2 patios, 8 parking spaces, 7 one-bedroom units, 3 studio units and an

8-bedroom transitional unit with shared amenities. Building permits for this Project were approved and issued in June of 2021, a general contractor was selected, and construction is currently underway. This project is anticipated to be completed at the end of 2022.

- **Catalyst Apartments Rehabilitation Project (CDBG):** The non-profit developer, Interim Inc. began the renovation of the Catalyst Apartments (located at 235 Martella Street) in March of 2021. The rehabilitation of this 5-unit affordable rental complex, with 1 bedroom apartment units, construction was completed in January 2022. Interim inc. and City staff are working in the closing-out documents to finalize this project completely.
- **Salinas Housing Advancement, Resources & Education Navigation Center (SHARE):** ESG funds were used to assist the homeless through the Bay Area Community Services SHARE Center rapid re-housing services program. BACS assisted 78 persons and 23 persons moved to permanent housing destinations.
- **First United Methodist Church (FUMC) Kitchen and Restroom Rehabilitation:** On March 29, 2019 the FUMC and the City entered into a funding agreement for a project that includes but is not limited to the reconstruction of the existing kitchen facility, lead and asbestos remediation, sewer line repairs, modification of existing bathrooms and ADA improvements. During FY 2019-2020, FUMC finalized the preliminary plans and submitted for a building permit. During FY 2020-21, the demolition work for both areas of construction was completed in December of 2020. The building permit was approved, and the project was sent out to bid during the first quarter of FY 2021-22. In FY 2021-22, inspections for plumbing, framing, electrical and mechanical components were completed. Rehabilitation of the facility continues with a projected completion date for May of 2023.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME*	ESG
White	238		85
Black or African American	25		11
Asian	6		2
American Indian or American Native	4		11
Native Hawaiian or Other Pacific Islander	1		1
Other	11		4
Total	284		423
Hispanic	225		29
Not Hispanic	59		83

* No HOME projects were completed in FY 2021-22

Narrative

The City assisted 221 residents/households with public services through the Girl Scouts of California program focused in the Alisal area. This table also includes the 63 persons assisted with CDBG-CV funds. About 79 percent of those assisted with CDBG/CDBG-CV were Hispanic.

While the Catalyst Apartments project has been completed. The City is in the process closing out the project and tenant data is not yet available.

In addition to 147 persons assisted with ESG, the table above also includes 276 persons assisted with ESG-CV funds. Only persons enrolled into the HMIS are included in this table. For additional details on ESG-funded homeless prevention and intervention services, please refer to the SAGE – HMIS database and report.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public	\$2,273,297.39	\$892,488.80
CDBG-CV	Public	\$0	\$595,065.20
HOME	Public	\$1,085,618.12	\$1,028,321.11
HOME-ARP	Public	\$145,938.70	\$0.00
ESG	Public	\$172,631.00	\$138,297.74
ESG-CV	Public	\$0	\$2,772,470.20

Table 2 - Resources Made Available

Narrative

The CDBG allocation was \$2,128,725 and the City also received \$144,572.39 in Program Income (PI) and expended a total of \$892,488.80. For CDBG-CV, the City expended \$595,065.20.

The HOME allocation was \$803,851. The total amount of HOME funding available, including PI of \$281,767.12 from FY 21-22. About \$1,028,321.11 was expended.

The City received an ESG allocation of \$172,631 and expended \$138,297.74. However, the City expended \$2,772,470.20 in ESG-CV funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Alisal Neighborhood Revitalization Strategy Area	2	17	1 CDBG Public Service Activity 1 CDBG Public Facility
Chinatown Revitalization Area	27	2	1 ESG Public Service Activity 0 CDBG Public Facilities

Table 3 – Identify the geographic distribution and location of investments

Narrative

Alisal Neighborhood Revitalization Strategy Area (NRSA)

This area represents one of the most distressed neighborhoods in the City. This area has some of the highest concentrations of poverty and substandard living conditions in the City. The area faces challenges such as inadequate public infrastructure, high levels of unemployment, high levels of poverty, and violent criminal activity. Within the Alisal NRSA, 26.4% of all residents' lives in poverty, a higher proportion than the City overall (17.2 percent).

During FY 2021-22, one CDBG public service program primarily benefits the Alisal NRSA: Girl Scouts of California. In the Alisal NRSA, and through a substantial amendment completed on May 24, 2022, the City will de-obligate the CDBG funds from the Sherwood Recreation Center- Phase IV (FY 2020-21 AAP) and the Chinatown Improvements (FY 2021-22 AAP) and reallocate the funds towards a new project, the Hebborn Family Center. This new activity was allocated \$1,306,613 in CDBG funds for the soft cost activities of the project and \$100,000 in CDBG funds for the Activity Delivery. In total, this activity was allocated \$1,406,613 in CDBG Entitlement funds from a combination of FY 2020-21 and FY 2021-2022 funds.

Chinatown Area

The 12 blocks that form the Chinatown area are primarily located within Census Tract 18.02 Block Group (BG) 2. This BG has a population of about 2,000, with 78.5 percent being low and moderate income. Large numbers of homeless individuals have been camping in Chinatown over the past decade. The Coalition of Homeless Service Providers has counted 300 people living on the streets within this area at the height of the encampments within this neighborhood.

Services to address the needs of the unsheltered in this area include ESG-CV funding to Community Homeless Solutions to operate the Chinatown Navigation Center (CNC) and provide rapid rehousing services that benefit the Chinatown Area. Along with daily walk-in in shower and restroom service, hygiene and clothing closet. ESG funding was provided to Bay Area Community Services SHARE Center for homeless shelter and rapid rehousing that benefit individuals throughout the City, including in the Chinatown area. In addition, a new street outreach program, Salinas Outreach and Response Team (SORT) was created to provide engagement, linkage and referrals to the people living in Chinatown and throughout the City. SORT takes an active role in locating and connecting the unsheltered to the CNC and SHARE Center to encourage shelter and connect them to a housing pathway.

In addition to the two above funded activities, in FY 2021-22 AAP, the City had initially obligated CDBG Entitlement funds to the Chinatown Improvements activity. This activity had been allocated \$577,980 for the construction activities of this project and \$30,000 for the Activity Delivery of this project. Through Substantial Amendment number one (1) to FY 2021-22, the funds for this activity were de-obligated and reallocated to the Hebborn Family Center. The amounts de-obligated from this project were re-obligated under the City's FY 2022-23 AAP as it is the City's intent to carry forward with this activity.

Chinatown Slum and Blight Designation

On May 16, 2019, Kimberly Nash, the Director of the Community Planning and Development Division, accepted the Chinatown Slum and Blight Designation Report. With the designation of Chinatown as a Slum and Blight Area, the City has a greater opportunity to revitalize it. Chinatown is at the heart of Salinas and it's an integral part of the City's rich history. This designation was effective July 1, 2017 and will continue for a period of 10 years after. The designation covers an area of six-blocks that are physically separated from the surrounding Downtown and the Intermodal Transit Center by the Union Pacific railroad tracks and by the main arterials such as East Market Street, Sherwood Drive, East Rossi Street, Monterey Street and North Main Street. The neighborhood includes the following minor streets: East Lake Street, California Street, Soledad Street, Market Way, Bridge Street. Within the neighborhood, there are three (3) alleys: Bridge, Rossi, and Lake.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

During FY 2021-22, the City pursued several affordable housing projects (described in detail earlier). These projects include the Catalyst Apartments, Sun Rose Apartments, and Parkside Manor-Phase I. These projects required the layering of multiple funding resources.

For Public Services subrecipients, ESG funding is often an essential source of funding that allows access to other funds. None of the subrecipients' essential safety net programs are funded exclusively by ESG. Local community foundations require matching funding and City of Salinas CDBG funds have frequently fulfilled that requirement.

There are also other more subtle forms of leverage. Public investment in a particular neighborhood (upgrading water mains or installing traffic signals or street lighting), for example, can be an inducement for additional investment by area property owners affected by the improvements.

In addition, the City is working on establishing several new public/community facilities on City-owned properties:

1081 Buckhorn Drive: The City purchased 1081 Buckhorn Drive with HUD Economic Development Initiatives (EDI) funds with the specific objective to develop a childcare center. This 0.8-acre property is located immediately outside of the Alisal NRSA; it is expected that this childcare center would primarily serve Alisal residents. The City is working with the Alisal Union School District (AUSD) to develop the site for the District's Early Childhood (Preschool) and Day Care programs. The Alisal Union School District (AUSD) and City completed the Environmental Assessment for the Early Childhood Development Center and obtained an Authority to Use Grant Funds (AUGF) in November of 2020. AUSD will submit this project to the California Division of the State Architect (DSA) for review and approval. DSA approval is expected to be accomplished by September 2023. The project is estimated to go out to bid on November 2023, begin construction in January 2024, be completed by January 2025 and placed in operations by May 2025.

HOME Match Contribution: The excess match carried over from the previous program year 2020 is \$6,372,712. For program year 2021 the City requested and received a COVID 19 Matching Contribution Requirement waiver to eliminate its match liability on April 17, 2020. This waiver covers FY 2020-21 and FY 2021-22.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$6,372,712
2. Match contributed during current Federal fiscal year	\$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$6,372,712
4. Match liability for current Federal fiscal year	\$0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$6,372,712

Table 4 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
N/A								

Table 5 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
\$886,768.96	\$281,767.12	\$499,667.84	\$0	\$668,868.24

Table 6 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number		0	0	0	0	
Dollar Amount		0	0	0	0	
Sub-Contracts						
Number		0	0	0	0	
Dollar Amount		0	0	0	0	
	Total	Women Business Enterprises	Male			
Contracts						
Number	0	0	0			
Dollar Amount	\$0.0	\$0.0	\$0.0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	\$0.0	\$0.0	\$0.0			

Table 7 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 8 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		\$0		
Businesses Displaced		0		\$0		
Nonprofit Organizations Displaced		0		\$0		
Households Temporarily Relocated, not Displaced		0		\$0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 9 – Relocation and Real Property Acquisition

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	5	1
Number of special-needs households to be provided affordable housing units	0	5
Total	5	6

Table 10 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	5	0
Number of households supported through the rehab of existing units	0	5
Number of households supported through the acquisition of existing units	0	0
Total	5	5

Table 11 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Under the City's Affordable Housing Goal for FY 2021-22, the City proposed to reserve 90 percent of the available HOME funds for an affordable housing project to be determined in the future. Through CDBG Entitlement funds, the City contributed to the completion of the five-unit Catalyst Apartments Rehabilitation project which provides housing to persons with mental disabilities. The City also provided CDBG Entitlement funds towards the Sun Rose Apartments for the 1 8-bedroom transitional within this 11-unit development.

Discuss how these outcomes will impact future annual action plans.

Due to the Covid-19 pandemic, the City has focused much of its attention to addressing the urgent needs associated with Covid-19 response. Housing rehabilitation activities have been limited during FY 2021-22.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	5	0
Moderate-income	0	0
Total	5	0

Table 12 – Number of Persons Served

Narrative Information

The City utilizes its CDBG and HOME funds to provide affordable housing for the low-income population. For example, Parkside Manor Apartments - Phase I is a housing project that will benefit seniors. The Sun Rose Apartments project is a hybrid of transitional and permanent supportive housing facility that will benefit persons with mental disabilities. The Catalyst Apartments Rehabilitation project benefits persons with mental disabilities. During FY 2021-22, Catalyst Apartments completed construction, and construction was underway for Parkside Manor Apartments - Phase I and Sun Rose Apartments.

The Housing Services Program (Direct/Deferred Loans) allows homeowners to remain in their homes while making repairs on their deteriorated home. Housing Accessibility Assistance (HAA) Grants also help individuals with disabilities maintain and preserve access to adequate housing. Currently, the program has been suspended because of staffing shortages and no funds were allocated in FY 2021-22.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

For FY 2021-22, the City provided ESG funding to Bay Area Community Services SHARE Center Rapid Rehousing program. This program assisted 78 persons and 23 of these persons exited to permanent housing destinations. In addition, the City's own homeless outreach program engaged with 1,369 unhoused persons throughout the City and enrolled 36 persons into HMIS to those ready to engage in homeless services. In addition, to address the high needs of the unsheltered, The Salinas Outreach and Response Team participates in the planning and facilitation of homeless outreach meetings with all the homeless service providers including California State University Monterey Bay (HEART), Interim Inc (MCHOME), Junipero Franciscan Workers, Community Human Services (SVSOP), Access Support Network, Coalition of Homeless Service Providers, and Community Human Solutions. These meetings were created to improve system processes and coordination of outreach services to address the complex needs of the unsheltered, with an emphasis on supporting the 2021 Point in Time Count, and incorporating best practices in service delivery that addresses the complex needs for

City of Salinas: The City of Salinas participates in the Chinatown Homeless Action Team (CHAT) with representatives of the Coalition of Homeless Service Providers, Interim Inc., California State University Monterey Bay (CSUMB), Sun Street Centers, Mid-Peninsula Housing Coalition, Housing Resource Center of Monterey County (HRC) and the Franciscan Workers of Junipero Serra. CHAT meets monthly.

The City also meets with the Coalition of Homeless Services Providers by participating in a monthly Administration and Implementation Meeting. The City has also attended bi-monthly meetings with the Community Foundation of Monterey County. Leaders from Monterey County, including City Managers, key City staff, non-profit institutions and the Community Foundation have met to try and create solutions to alleviate conditions in Chinatown and provide solutions, including housing and resources.

City staff also participate in the Salinas Downtown Community Board group that meets monthly to create a vision for Chinatown. This group is composed of service providers, City and County staff, and other stakeholders in the neighborhood. City staff also attend the Housing Pipeline Committee meetings held by the Coalition of Homeless Service Providers. The purpose of this group is to aid in understanding the availability of housing resources for homeless residents and to create new solutions to facilitate additional housing supply throughout the County. In addition, City staff participates in the Homeless Management Information System (HMIS) Oversight Committee meetings as well as the Homeless Prevention and Rapid Rehousing Program committee (HPRP). The City's Mayor also sits on the Leadership Council for the Regional Continuum of Care (CoC).

Addressing the emergency shelter and transitional housing needs of homeless persons

Homeless Funding: In 2016 the City became the administrative entity (AE) to administer State ESG and California Emergency Solutions and Housing (CESH) programs for San Benito and Monterey Counties. This collaboration has added emergency homeless funding and increased capacity to serve homeless in our CoC. This past year, the City and the County joined efforts to fund the SHARE Center operated by Bay Area Community Services (BACS). In addition to the SHARE Center, the City funds the operations of the Chinatown Navigation Center (CNC), operated by Community Homeless Solutions to provide sanitation and onsite management of services for the homeless individuals in Chinatown. In conjunction with these services, the City also purchased, installed, and furnish a Sprung Structure that can temporarily house up to 51 individuals which are also managed and operated by Community Homeless Solutions. There are two RVs reserved in the scenario that there are Covid positive cases at the CNC. This activity was in response to the Covid-19 pandemic.

Emergency Shelter: Community Homeless Solutions (CHS), Bay Area Community Services (BACS) and Victory Mission provide emergency shelters to the homeless population in Salinas.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Discharge Policies: On May 8, 2007, the City of Salinas adopted a Discharge Coordination Policy pertaining to the discharge of persons from publicly funded institutions and systems of care. As the City neither owns nor operates any such facilities, the impact was largely symbolic. The Countywide Continuum of Care organization seeks to coordinate discharge policies among publicly funded institutions and systems of care. The "Lead Me Home: The Game Plan for Housing Homeless People in Monterey and San Benito Counties" established the Discharge Planning Committee as well as Action Teams for Foster Youth, Health and Criminal Justice seeing to develop a county-wide discharge planning policy.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In Salinas, homeless service agencies generally work to get homeless individuals into permanent housing as quickly as possible.

Bay Area Community Services: BACS provided emergency shelter services and rapid re-housing through SHARE Center Operations to 111 persons.

Community Homeless Solutions (CHS): CHS utilized ESG-CV funding to assist Salinas residents by providing housing relocation and stabilization services such as case management, housing location and placement into permanent housing. CHS collaborates with other agencies such as Coalition of Homeless Service Providers, Interim, Housing Authority of the County of Monterey and other non-profit organizations to provide financial services and rental assistance necessary to help homeless individuals and families locate housing, make transitions to permanent housing and independent living, and prevent individuals and families from becoming homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority of the County of Monterey (HACM) serves as the housing authority for the County as a whole except the City of Soledad. The City of Salinas does not permanently own, manage, or otherwise control any residential property, including any property that could be categorized as “public housing.” HACM has converted all public housing units countywide to Project-Based Rental Assistance. To-date, the City has completed a total of 27 California Tax Credit Allocation Committee (CTCAC) Local Review Agency (LRA) Project Evaluation Forms for HACM regarding proposed Residential Assistance Demonstration (RAD) proposed projects.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACM has taken the lead in developing innovative models to enable the homeless and other low-income families to achieve economic independence and self-sufficiency. Their multi-faceted plan to improve the operation of public housing units and assist clients toward self-sufficiency is detailed in their periodically updated Five Year Action Plan.

Actions taken to provide assistance to troubled PHAs

HACM has not been designated by HUD as “troubled.”

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The most critical barrier to affordable housing in Salinas is that the need for decent, affordable housing far exceeds the City's available resources. With the elimination of redevelopment funds, the City's ability to address its affordable housing needs was seriously compromised. In addition, rising housing costs combined with the decrease in the availability of public funds has forced the City to suspend its First-Time Homebuyer Program. The City continues to aggressively pursue funding available at the local, state, and federal levels to supplement its limited funds. The City values its partnership with nonprofit housing developers such as CHISPA, MidPen, and MCHADC in pursuing innovative strategies to address the City's affordable housing needs and providing more permanent housing options for the homeless. Another method the City has utilized to assist developers is providing fee deferrals for certain eligible impact fees. The City typically structures the fee deferral as a low-interest loan over a fifty-five-year period to be paid by the residual receipts. The City also updated its Inclusionary Housing Ordinance in June 2017 to add more flexible options for developers to produce affordable units on-site. Projects that are 100% affordable are exempt under the updated Inclusionary Housing Ordinance. The City also has a Density Bonus Ordinance which provides incentives and concessions to developers who propose a certain percentage of affordable housing in their developments. The City's Zoning Ordinance has been updated to allow more flexibility for auxiliary (accessory) dwelling units to be constructed. The City continues to adjust to the new Density Bonus laws put into effect by the State of California.

The City is updating its Housing Element for the 2023-2031 planning period. This update will establish the City housing programs and activities for the next eight years to facilitate the development and preservation of housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The homeless are among the most underserved group in Salinas, with ESG funding at a level far below what is needed to address the City's homeless issues. In response, the City has used its CDBG allocation to provide public facilities that can benefit this group. In FY 2021-22, the City also used its remaining allocation of ESG-CV and some CDBG-CV funds to help finance services and projects that served this underrepresented group.

In addition, the City has been working with the Counties of Monterey and San Benito Continuum of Care to implement homeless programs and services using State ESG funds. The City serves as the lead agency for administering the State ESG program. These funds are used for homeless prevention services, emergency shelter services, rapid rehousing, and outreach. The following agencies were approved for funding with the FY 2021-22 State ESG funds:

- City of Salinas – Program Administration and homeless outreach
- Bay Area Community Services – Rapid Re-Housing and SHARE Center Operations
- Interim Inc. - MCHOME Program providing street outreach and emergency shelter services
- Central Coast Center for Independent Living – Rapid rehousing services for persons with disabilities
- The Coalition of Homelessness Services Providers – HMIS Administration

These programs are underway.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

As a condition required to receive HUD funds, the City of Salinas complies with HUD's Lead Safe Housing Regulation (Title 24, Part 35). Primary compliance is through the City's Housing Services Program. Potential project sites with housing units constructed prior to 1978 are tested by a certified lead inspection firm (for lead paint and, where applicable, for other possible materials containing lead, such as ceramic tiles). When found, lead remediation is performed by certified LBP contractors before the rehabilitation contractor is permitted to begin work. In addition, regardless of date-of-construction, rehabilitation sites are inspected for failing paint surfaces (chipping, flaking) during

the initial rehabilitation evaluation. If such deteriorating paint is found, lead testing is performed, and the necessary steps taken if lead is found. All general contractors involved in the Rehabilitation/Housing Accessibility Assistance grants have received their certification as an EPA Renovation, Repair and Painting (RRP) contractor.

Lead-based paint testing, remediation and abatement activities are expensive. While such activities are eligible items for rehabilitation loans, the cost was found to be a deterrent to potential rehabilitation clients. The City therefore established a lead hazard grant program whereby rehabilitation clients are provided a grant sufficient to cover most, if not all, of the costs associated with lead abatement. The lead testing and lead hazard grant policies also apply to participants in the Housing Accessibility Assistance (HAA) program, also administered by Housing Services Program.

One housing unit was served in FY 2021-22 through the City's Housing Rehabilitation Loan Program, and Housing Accessibility Assistance (HAA) Grant Program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's anti-poverty strategy is enumerated below, with specific FY 2021-22 actions noted within each category:

1. Continue to support the efforts of housing developers providing affordable housing opportunities in Salinas, particularly rental and multi-family housing. The City currently has three projects that are under construction and that will provide permanent and transitional housing to low-income families and individuals.
2. Continue to provide housing rehabilitation programs targeting lower income homeowners. The City assisted one income-qualified household through the Housing Services Programs (Housing Rehabilitation Loans, Housing Accessibility Assistance (HAA) Grants, and Lead Based Paint (LBP) Grants) in FY 2021-22.
3. Continue to support fair housing services to enable seniors to remain in their own homes, and to addresses basic needs.
4. Continue to support homeless service providers in Salinas and the larger community. Bay Area Community Services assisted 111 persons and the City's homeless outreach team assisted 36 persons.
5. Continue to support City and community programs focused upon the recreational and educational needs of Salinas' youth. An estimated 211 youths were served in FY 2021-22 by Girl Scouts of Central Coast. The City completed the construction of Phase III of the Sherwood Recreation Center which provides recreational, and education needs for Salinas' residents.
6. Reallocated funding for Chinatown Neighborhood Improvements and Phase IV of Sherwood Recreation Center to provide funding support for the Hebbbron Family Project. The Hebbbron Family Center offers a safe, fun and positive environment where youth can participate in a variety of enrichment activities in a recreational setting. HFC offers a Youth Homework Center, Drop-in After School program, Summer Program, Girl Scout Troop 541, Karate Classes, Read Grow Play, Citizenship Classes, Food Bank and a variety of other recreation programs.
7. Continue to promote Section 3 Employment and Economic Opportunities for low-income residents and business concerns through the City's various housing programs and public improvement projects. Section 3 Clause is included in all bid package for public works projects and information is collected annual to report back to HUD. The City will be transitioning into the HUD new Section 3 Rule. City will work with developers and consultants to comply with new Section 3 Rule.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City utilizes City Data Services for efficient and accurate management of the grant funds. The City provided CDBG funding to one non-profit agency in FY 2021-22 that provided youth services within the City, focusing in the Alisal neighborhood. One non-profit agency (Bay Area Community Services) received funding to alleviate homelessness using ESG funding. The City has also established a Housing and Land Use Committee to oversee the use of HUD funds. This committee provides an additional forum for nonprofits and stakeholders to communicate with the City and community members regarding housing and community development needs and plans for future projects. The

committee is tasked with the objective of enhancing coordination and improving the effectiveness and efficiency in using HUD funds. Specifically, the committee evaluated planned projects and funding, with input from the service providers and stakeholders, made changes to the criteria for allocating funds, and established a minimum grant amount for each agency.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Salinas partners with its strong network of public and private housing and social service agencies to provide housing and community development programs in the City. Coordination efforts are ongoing. In addition, the City is working with the Counties of Monterey and San Benito Continuum of Care to implement homeless programs and services using State ESG and CESH funds. This funding source available to the region allows the City to provide an increased level of services for the homeless and at-risk homeless. The City serves as the lead agency for this funding program.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

In July 2019, the City adopted the Monterey County Regional Analysis of Impediments (AI) to Fair Housing Choice. The following are areas with fair housing concerns as identified in the 2019 Regional AI that are relevant to the City of Salinas:

1. Disparities in access to opportunities
2. Monitoring of lending practices
3. Discrimination in home sales and rental listings
4. Fair housing education
5. Regional collaboration

Actions taken to overcome effects of impediments identified included:

1. Disparities in Access to Opportunities:
 - Ensure bilingual fair housing information and resources are available on City website and at public counters and community locations. Expand fair housing information to languages according to the City's Limited English Proficiency (LEP) plan.
 - The City incorporated Limited English Proficiency (LEP) requirements into its Citizen Participation Plan. City staff continues to engage community stakeholders, business owners and non-profits in the assessment of priorities for the Alisal Neighborhood Revitalization Strategy Area (ANRSA).
 - The City is working on implementing the Alisal Vibrancy Plan, with focused efforts in building nonprofit capacity to serve residents in this neighborhood through providing funding to nonprofits and coordinating with the Public Works Department to provide public improvements in the ANRSA.
 - Ensure that annually, a portion of the City's CDBG and HOME funds are expended in the ANRSA to help address housing issues in this area. Staff has identified strategies that take advantage of the ANRSA designation to allow more flexible uses of CDBG funds in the ANRSA.
 - The City is exploring incentives to provide affordable housing on site, encouraging mixed income housing throughout the community and has completed an update to its Inclusionary Housing Ordinance to increase affordable housing opportunities within the City. The new Inclusionary Housing Ordinance was adopted on July 7, 2017.
 - Through its Capital Improvement Planning, the City identifies resources to rehabilitate public and community facilities in a timely manner.
 - The City provides funding to projects through CDBG that will increase ADA compliant projects.
2. Monitoring of Lending Practices:
 - The City periodically reviews the lending patterns of all financial institutions that provide financial services to the City.

- The City provides financial literacy and loan acquisition trainings, with particular attention to outreach in minority populations, through Housing Resource Center's (HRC) housing services.
 - In selecting financial institutions to participate in housing programs, the City considers a lender's performance history regarding home loans in low/moderate income areas and minority concentration areas.
 - The fair housing service contractor(s) should monitor lending activities in the City and identify potential issues.
3. Discrimination in Home Sales and Rental Listings:
 - Expand education and outreach efforts, with specific efforts outreaching to small rental properties where the owners/managers may not be aware of the fair housing laws.
 4. Fair Housing Education:
 - Support local groups to provide workshops informing tenants of their housing rights.
 - Pursue random testing to identify issues, trends, and problem properties and expand testing to cover other protected classes, especially those with emerging trends of suspected discriminatory practices.
 - Support enforcement activity by fair housing service providers, such as ECHO, and publicize outcomes of fair housing litigation as a means to deter discriminatory practices and to encourage reporting.
 5. Regional Collaboration:
 - The City collaborated with Monterey County, the cities of Monterey and Seaside, as well as with the Housing Authority of the County of Monterey to conduct the Regional AI. The City also completed a regional farmworker housing study, collaborating with Monterey County, Santa Cruz County, the cities of King, Gonzales, Soledad, and Greenfield, and the Monterey Bay Association of Governments (AMBAG).

The City is in the process of updating the Housing Element of the General Plan for the 2023-2031 planning period. A major focus of this update is the new State requirement to affirmatively further fair housing. The Housing Element must contain meaningful actions to address the following fair housing themes:

- Fair housing outreach and enforcement
- Housing mobility
- New opportunities in high resource areas
- Place-based strategies for neighborhood improvement
- Tenant protection and anti-displacement

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

During FY 2021-22, the City performed a desk review monitoring of all CDBG, ESG, and HOME subrecipients through its on-line grant management system, City Data Services (CDS). Due to COVID-19, the City is conducting virtual monitoring's of programs and case files of its subrecipients.

The City's monitoring procedures for the implementation of its CDBG, HOME, and ESG programs are summarized in Attachment B.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen participation is one of the most important components of the Consolidated Plan (CP) process.

Publicity: Bilingual (Spanish-English) public notices were released in the Californian (English) and El Sol (Spanish) to inform the public that a draft CAPER was available for review and public comment. The draft CAPER was available for review on the City's website, Community Development Department and could be requested through mail. The meeting notice was distributed to the City NOFA distribution list and posted at City Hall, the City Council Chambers, and the City Permit Center.

Public Review of Draft Documents: The City conducted a minimum of 15-day public review period from September 2, 2022 through September 16, 2022. The Draft CAPER was made available on the City website:

<https://www.cityofsalinas.org/our-city-services/community-development/housing-and-community-development-division/rfps-public-notices>, in-person at the Community Development Department and through mail.

The Consolidated Plan, amendments, annual Action Plans, and performance reports will be available for five years at Salinas Community Development Department.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City conducted substantial amendments to the FY 2020-21 and FY 2021-22 Action Plans during the program year of 2021-2022 to support the Hebbbron Family Center project.

On May 24, 2022, the City amended the FY 2020-21 and FY 2021-22 Action Plans to allocate funding to a new Hebbbron Family Center Project. The City received a State grant award of \$8.1 million for the reconstruction of the Hebbbron Family Center. To initiate the process, Library and Community Services and Public Works Departments identified a consultant to assist with construction and program management in an amount just under \$1.3 million. The departments requested CDBG funding from the Community Development Department (CDD) to offset these pre-development costs. CDD staff have reviewed the request in consultation with HUD and deemed the project as an eligible activity to receive CDBG funds as it is located within the City's Alisal Neighborhood Revitalization Strategy Area and satisfies the National Objective of benefiting a Low Mod Area where 51% of the residents fall within the low- and moderate-income categories.

The City received a CDBG Entitlement allocation in the amount of \$2,023,911 for FY 2020-21 and \$2,128,725 for FY 2021-22. Through its Annual Action Plan process for FY 2020-21, the City committed \$728,633 of CDBG Entitlement funds towards the renovation activities of the Sherwood Recreation Center Phase IV and \$70,000 towards the Activity Delivery of this project. Through its AAP for FY 2021-22, the City committed \$577,980 of CDBG Entitlement funds towards Chinatown Improvements and \$30,000 towards the Activity Delivery of this project. These funds were reallocated to the Hebbbron Family Center. In recognition of the reprioritization of CDBG funding to support the Hebbbron Family Center project and the importance of completing both the Sherwood Recreation Center Phase IV and Chinatown Improvements projects, the City restored the prior funding to each of these projects through the FY 2022-2023 AAP allocation process.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The following list below represents all of the City's HOME-assisted affordable multi-family rental housing projects and shows the total number of HOME assisted units in each project:

- California House (436 California Street) – 5 units
- Foster Care Housing (7 Spoleto Circle) - 1 unit
- Gateway Apartments (25 Lincoln Avenue) – 20 units
- Haciendas Phase I (233 Calle Cebu) – 4 units
- Haciendas Phase II (241 Calle Cebú) – 4 units
- Haciendas Phase III (Hikari) – 9 units
- Haciendas Phase IV (34 E. Rossi Street) – 3 units
- Jardines Del Monte (1253 Del Monte Avenue) – 5 units
- La Gloria Apartments (539 E. Market Street) – 10 units
- Los Padres Apartments (1260 John Street) - 5 units
- Lupine Gardens (300 Casentini Street) – 20 units
- Sherwood Village (808 N. Main Street) – 43 units
- Soledad House (439 Soledad Street) – 8 units
- Tesor Apartments (1041 Buckhorn Drive) – 8 units
- Tynan Village (323 Front Street) – 41 units
- Wesley Oaks (138 Carr Avenue) – 6 units
- Moon Gate Plaza – 12 Units

Due to COVID-19, City staff was not able to complete any on-site inspection of affordable units.

In a typical year, City staff conducts an on-site HOME site visit which includes an internal unit inspection for each HOME-assisted unit, common area inspection and external property inspection. City staff uses a HOME checklist to cross reference the property conditions.

For the remaining HOME-assisted properties that do not require an onsite inspection this program year, and in accordance with the HOME final rule and §92.504(d), the City uses its customized online grant management software system (City Data Services), which allows all property owners/managers to annually submit building and unit inspection reports and data as part of the HOME Annual Compliance Report. All Home-assisted properties that did not require an on-site inspection still received an annual desk monitoring review in which there were no deficiencies found. The desk monitoring review consists of developer property unit inspection reports, annual income recertification reports, insurance documentation in which the developer submits annually to the City through City Data Services (CDS). City staff has established a HOME spreadsheet which informs staff when the inspections are due on each of the properties.

In accordance with the HOME final rule and §92.504(d), the City will ensure that on-site inspections will occur within 12 months after project completion and at least once every 3 years thereafter during the period of affordability. In addition, the property owner/manager must annually certify to the City that each building and all HOME-assisted units in the project are suitable for occupancy, considering State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the City to meet the requirements of §92.251. The City will ensure that inspections will be based on a statistically valid sample of units appropriate for the size of the HOME-assisted project, as set forth by HUD.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

There are three components to the City's "affirmative marketing" of activities funded by the HUD entitlement grants: 1) Outreach regarding program design and administration; 2) Marketing of programs operated by the City; and 3) Marketing of activities operated by sub-recipients and sub-grantees.

Language barriers can be an impediment to accessing housing of choice. Reflective of the demographics in the City, 68.5 percent of all Salinas residents spoke languages other than English at home, according to the American Community Survey (ACS). Over half of these residents spoke English "less than very well." Linguistic isolation is more severe among Hispanics than among Asians, with approximately 64 percent of Salinas residents speaking "Spanish or Spanish Creole"¹ at home compared to only 3.8 percent speaking "Asian and Pacific Islander languages." Among "Spanish or Spanish Creole" speaking households approximately 58.3 percent spoke English "less than very well".

In May 2017, the City updated its City's Citizen Participation Plan (CPP) to include guidelines for Limited English Proficiency (LEP).

The City also has a hard copy and electronic brochures (English and Spanish) for the Housing Services Programs (Low Interest Loans, HAA and LBP). City staff also distributes programs brochures (English and Spanish) for the GRID Alternatives Solar Program and Central Coast Energy Services.

Outreach Regarding Program Design and Administration: In keeping with the updated CPP, notices of Action Plan, CAPER, and community development need hearings and of annual Request for Proposals are typically published in Spanish in the local Hispanic newspaper "El Sol", in addition to the English notices in The Californian. The City also subscribes to the California Relay Service to accommodate TDD (telecommunication devices for the deaf) users; published public notices provide a TDD number. The City also provides notice to local agencies that serve groups that may need notice in a different format. Prior to the closure of City Library facilities due to COVID-19, the Draft Action Plan and CAPER were also made available at all City libraries. In addition, simultaneous Spanish/English translation (using headsets) is typically made available during City Council meetings (and at every hearing regarding Action Plans and other HUD-funded topics).

Marketing of Programs Operated by City: The City's HUD-funded activities are administered by the Housing Division of the Community Development Department. Of the five current full-time positions allocated to the Division, three are certified by the City as bilingual English/Spanish, including the first point of contact for telephone and walk-in inquiries. Promotional materials are produced in both English and Spanish and whenever marketing is done via newspaper, the information is published in both English and Spanish. From time to time, targeted outreach for housing rehabilitation and first-time homebuyer activities is focused upon Spanish-speaking residents, including information to bilingual realtors and mortgage loan packagers, and Spanish language Public Service Announcements to the local news media.

Marketing of Programs Operated by Subrecipients: All City funding agreements employing funds from HUD grants require affirmative marketing activities. The City's monitoring plan includes verification that affirmative marketing is being employed. Many of the funded non-profit agencies routinely provide their services in a bilingual format. City housing activities that are not HUD-funded (e.g., inclusionary housing and density bonus programs) routinely require affirmative marketing to the community.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City received \$281,767.12 in HOME program income. Program income has primarily been used to augment funding for the City's multi-family housing projects underway.

¹ American Community Survey offers the following sub-categories for members of the population that "Speak a language other than English": "Spanish or Spanish Creole"; "Other Indo-European languages"; "Asian or Pacific Island languages"; and "Other languages"

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

In addition to using HOME funds for the creation of affordable housing units, the City continued to offer the CDBG Housing Services Program (Low Interest Loans, HAA, LBP and GRID Alternatives Solar Program) grants to foster and maintain affordable housing by giving current homeowners:

- An avenue, besides going to a private Lender, to apply for a loan to rehabilitate their home; most importantly is the benefit of available deferred loans for those households that would not otherwise be able to afford to make monthly payments.
- Access to construction management services (inspections, work write ups, contract docs, progress payments, project close-out) that are included as part of the rehabilitation loan/ grant process. Housing staff provides project oversight to ensure that work is completed as contracted. Contractors are paid incrementally as work is completed.

The City's Housing Services Program allows homeowners to remain and live comfortably in their homes after the repairs/modifications are completed.

The City also has an Inclusionary Housing Ordinance that requires a specific percentage of affordable units be included in new housing developments. The City updated this Ordinance in 2017 to improve its effectiveness in fostering affordable housing.

The City also has a Density Bonus Ordinance that developers can utilize, in which the developer would provide a certain percentage of affordable housing in exchange for a greater density of market-rate units allowed in a project.

City staff assists with the completion of the California Tax Credit Allocation Committee (CTCAC) Local Review Agency (LRA) Evaluation Forms for each proposed project that applies for CTCAC funding within the jurisdiction.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

During FY 2021-22, the City's expended funds primarily on public and homeless services, as well as program administration. These programs are not subject to Section 3 requirements. Projects subject to Section 3 requirements include:

- Hebbbron Family Center
- Sherwood Recreation Center
- Chinatown Neighborhood Improvements
- First United Methodist Church
- Buckhorn Early Childhood Development Center
- Catalyst Apartments Rehabilitation
- Sun Rose Apartments
- Natividad Creek Park Restroom Rehabilitation
- Parkside Manor

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 13 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					

Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding childcare.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 14 – Qualitative Efforts - Number of Activities by Program

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	SALINAS
Organizational DUNS Number	010919447
EIN/TIN Number	946000412
Identify the Field Office	San Francisco
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Monterey County

ESG Contact Name

Prefix	Mr.
First Name	Rod
Middle Name	
Last Name	Powell
Suffix	
Title	Planning Manager

ESG Contact Address

Street Address 1	200 Lincoln Ave
Street Address 2	
City	Salinas
State	CA
ZIP Code	93901-
Phone Number	(831)758-7487
Extension	
Fax Number	
Email Address	rodp@ci.salinas.ca.us

ESG Secondary Contact

Prefix	Mr.
First Name	Francisco
Last Name	Brambilla
Suffix	
Title	Community Development Analyst
Phone Number	(831) 758-7334
Extension	
Email Address	frankb@ci.salinas.ca.us

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2021
Program Year End Date	06/30/2022

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name	Bay Area Community Services
City	Oakland
State	CA
Zip Code	94609
UEI	73931628
Is subrecipient a victim services provider	No
Subrecipient Organization Type	Other Non-Profit Organization
ESG Subgrant or Contract Award Amount	\$80,684

CR-65 - Persons Assisted

Reporting for ESG funding is now completed in a separate system SAGE.

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 15 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 16 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 17 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 18 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 19 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 20 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 21 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	0	0	0
Total (unduplicated if possible)	0	0	0	0

Table 22 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

8. Shelter Utilization

Number of New Units – Rehabbed	0
Number of New Units – Conversion	0
Total Number of bed - nights available	0
Total Number of bed - nights provided	0
Capacity Utilization	0

Table 23 – Shelter Capacity

9. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

The City's ESG program is designed to complement the Monterey County Continuum of Care system, focusing on homeless prevention, rapid re-housing, and providing emergency shelters and essential services. To further enhance the City's ability to meeting the outcome and performance goals in the Continuum of Care Strategy, the City is taking the lead in the implementation of State ESG funds.

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2019	2020	2021
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
Subtotal Homelessness Prevention	0	0	0

Table 24 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2019	2020	2021
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	0	0	0

Table 25 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2019	2020	2021
Essential Services	0	0	0
Operations	0	0	0
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	0	0	0

Table 26 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2019	2020	2021
Street Outreach	0	0	0
HMIS	0	0	0
Administration	0	0	0
Subtotal	0	0	0

Table 27 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2019	2020	2021
	0	0	0

Table 28 - Total ESG Funds Expended

11f. Match Source

	2019	2020	2021
Other Non-ESG HUD Funds	0	0	0
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	0
Private Funds	0	0	0
Other	0	0	0
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	0	0	0

Table 29 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2019	2020	2021
	0	0	0

Table 30 - Total Amount of Funds Expended on ESG Activities

Attachment A: Public Participation

Public Hearing and Summary of Comments

Public Hearing- September 20, 2022 at 4:00PM

To be provided

Written Comments

DRAFT

Attachment B: Monitoring Procedures

The City Housing Division maintains accurate records, both program and financial, pertaining to community development activities, including housing and emergency shelter grant activities. Emergency Solutions Grant (ESG) and CDBG-funded public service activities are monitored continuously. Documentation, including activity reports, is required to be submitted with all payment requests. All loan servicing functions (pay-offs, partial payments, subordinations, annual affidavits, etc.) of outstanding loans in the City loan portfolio are also handled in-house using City Data Services (CDS) interactive computer software system. The City utilizes CDS for loan servicing and monitoring functions for activity reports (monthly, quarterly, annually), invoices, inspections, progress payments, loan payoffs and audit confirmations.

The City's Labor Compliance Officer through the Public Works Department as well consultants oversee compliance with federal labor standards requirements (e.g., Davis-Bacon) for all Capital Improvement Projects (CIPs) assisted with CDBG funds. Further staff oversees compliance with all federal labor standards requirements on a project-by-project basis for all other CDBG- and HOME-assisted projects, beginning with contract drafting and pre-construction conferences and proceeding through the necessary contractor submittals to project close-out. In limited instances, qualified subrecipients (e.g., HACM and CHISPA) have the resources to oversee federal labor standards with their own staff or enter into a service contract with a Labor Compliance Consulting entity to oversee all federal labor compliance responsibilities. The Public Works Compliance Officer attends labor compliance training when available through the State or Federal agencies to stay abreast of any regulatory changes.

The City continues to implement its formal process of executing a Memorandum of Record (MOR) with other City Departments upon allocation of CDBG funds for Capital Improvement Projects (CIPs). The MOR continues to serve as an alternate method to a Funding Agreement for ensuring program compliance for federally assisted capital improvement projects. Since implementation of the MOR process, compliance issues have declined, and successful compliance has increased. The Community Development Department, and Housing Division staff, requires that Public Works and other departments that were allocated CDBG funds report in City Data Services (CDS). The City reviews and monitors regularly and ensures compliance through monthly and quarterly desk reviews and attends construction meetings throughout the duration of the project.

The City has also implemented various steps to further ensure compliance by all CIPs with applicable CDBG program regulations. The MOR was enhanced to include additional language pertaining to submittal of reports on a timely manner. This will assist with early detection of critical project impediments with potential to impact the annual CDBG Timeliness Ratio criteria and will allow for implementation of effective remediation steps. Further language was added to the MOR regarding compliance with 24 CFR Part 570.505 applicable to real property within the City's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000 and Change of Use Requirements for all Public Facilities & Improvements eligible under §570.201(c). A key focus during assessments is compliance with the adopted Consolidated Plan and the City's Housing Element, plus support to the City Council's Goals. Information gathered is employed to evaluate progress towards established goals; to confirm compliance with statutory and regulatory requirements of governing federal legislation (e.g., National Affordable Housing Act); to determine possible revisions to City policy and procedure, including the Consolidated Plan and Housing Element; and, to prepare performance reports such as this document.

Monitoring Consolidated Plan and HUD Program Compliance: The primary action in this regard occurs during the review of proposals received as a result of the annual funding RFP. Proposals are evaluated and compared based upon the policies and priorities in place and then City staff's allocation recommendations are based upon the results of this analysis. Any proposed amendments to the Action Plan during the program year are also evaluated on this basis. In each case, the various timeliness rules, with respect to commitment and expenditure of funds, are also considered. All funding agreements contain deadlines governing timely use of funds; Salinas has a long-standing record of meeting CDBG, HOME, and ESG commitment and drawdown standards. Subrecipient funding agreements require compliance with not only the relevant federal regulations and OMB guidance, but are drafted to ensure that funded activities are carried out as contemplated in the Action Plan. Division staff continues to closely monitor the performance of other City

departments whenever they receive allocations of the federal funds in question through the implementation of the Memorandum of Record (MOR) used for program and reporting compliance of CDBG assisted projects.

Compliance with Housing Standards: Compliance with housing standards is ongoing. Division staff schedules visits to assisted housing sites following completion of construction or rehabilitation. Recipients of deferred payment rehabilitation loans are evaluated every five years to determine feasibility and continued use of a deferred loan or conversion to amortize loans; the process includes a site visit to determine the upkeep of the unit and gathering of financial household information to determine eligibility. Desk monitoring of completed new construction projects is conducted to determine the appropriate intervals for performing site visits; in addition, almost all major projects receive restricted financing from other sources (e.g., federal tax credits, State funds), which typically include rigorous ongoing monitoring requirements.

In addition, transitioning of the multi-family reporting process into the CDS database was completed in FY 2013. The CDS database tracks all funded CDBG and HOME multi-family projects from award phase, construction phase to project completion. Thereafter, the project moves into the annual reporting category where it will remain active, meaning Annual Data Collection Forms will be submitted until the expiration of the affordability period. This provides Grantees with a more efficient data gathering process and offers a more consistent method in collecting annual reports and reviewing data for compliance. City staff continues to work with the CDS database programmers to ensure accurate compliance with project's income/rent restrictions. Various challenges were encountered as numerous affordable housing projects have multiple rent/income restrictions imposed by other program regulations such as the City's Inclusionary Housing Program and the Housing Successor Agency (HSA). Thus, making it arduous to achieve comprehensive program compliance for each restricted unit. Staff continues to research and implement system changes to attain comprehensive program compliance for all existing affordable housing projects.

As stated previously, City staff continues to enforce revised reporting policies for all CDBG and HOME projects. Annual, Quarterly or Monthly Reporting is accomplished through CDS. Grantees continue to submit Quarterly Progress Reports (QPR) with reporting periods as follows: Period 1- July 1 to September 30; Period 2-October 1 to December 31; Period 3- January 1 to March 31; and Period 4-April 1 to June 30. Current reporting requirements during Period four for all CDBG and HOME assisted projects remains the same as prior years as grantees are required to submit an Annual Project Narrative following the end of the fiscal year.

While the City no longer offers the First-Time Homebuyer Program (FTHB) for new assistance, all active FTHB program participants are monitored to determine that homeowners are using subject properties as their principal place of residence, maintaining proper hazard insurance and are current on property taxes. Additional monitoring takes place throughout the year as homeowners contact staff to receive information on refinancing, subordination, loan payoff or just to ask questions about their loans. During these consultations, staff confirms that the information provided matches information in their project file.

As part of the City's deferred rehabilitation loan program, staff has prepared a plan to begin the monitoring of these loans every five years as stipulated in their agreement; subject properties will be monitored for: deferred loan continued eligibility, using home as their principal place of residence, maintaining proper hazard insurance and are current on property taxes. The City also utilizes CDS as a notification tool to remind staff when a loan is due for a review.

Public Services: Staff prepares an annual Monitoring Plan. Monitoring of program progress, accomplishments, and compliance with HUD program rules is an ongoing activity conducted by staff by means of thorough review of monthly and quarterly reimbursement requests, activity reports, and rate of expenditures.

Staff completes a Risk Assessment of every subrecipient every year and in most cases, a Desk Review Monitoring, utilizing two checklists designed for that purpose. The Desk Review Monitoring draws on information in the file, but also documents submitted during the application process (e.g., annual agency audit) since most have submitted applications for the following fiscal year. To determine compliance with accommodations for Persons of Limited English Proficiency, staff requests copies of outreach materials and applications.

Monitoring standards used are HUD's forms under CDBG standards "Checklist for On-site Monitoring of a Subrecipient" in the "Managing CDBG, A Guidebook for Grantees on Subrecipient Oversight", as well as City of Salinas' CDBG Desk

Guide and ESG Manual. Forms used to complete the monitoring visit are in the “CPD Grantee Monitoring Handbook” under CDBG Entitlement depending upon the type of activity provided. Staff notifies the agency about potential visit dates to conduct a site visit and requests review of program documents such as but not limited to agency's payroll ledger, employee timecards, receipts for other claimed expenses, the most recent financial audit, personnel policies, equal opportunity policy, case files, and client files that support the reported data for Salinas clients (as noted on the monthly and quarterly Activity Data Report). After the monitoring visit, a follow up letter is sent stating the results of the visit. If there are any issues or signs of noncompliance, it is discussed in detail with the program manager/executive director to assist in bringing the agency in compliance at the exit conference. Currently there have been no findings for any agency. Staff is currently in the follow-up phase of the onsite monitoring process.

CDBG-Public Facilities: Public Facility Improvement Projects (where improvements have been completed) are required to annually submit an “Annual Data Collection Form” designed to capture service data such as: the total number of direct beneficiaries, race and ethnicity of each beneficiary, and all data required under HUD's Community Planning and Development Performance Measurement System. The City's Housing staff has currently transitioned all open projects to the CDS website, thus streamlining the reporting process and creating an improved database of all funded projects. As in prior reports, all data continues to be gathered on a monthly and/or quarterly and annual basis. Upon receipt of data, staff continues to review to ensure compliance with appropriate national objectives.

CDBG-Capital Improvement Projects: Staff continues to monitor projects during the design phase, bid opening phase, construction phase and completion phase to ensure compliance with all applicable federal provisions (i.e., Davis-Bacon, Minority Business Enterprise/Women Business Enterprise, Section 3, Executive Order 11246, Executive Order 11063, and Title 24 CFR Part 85). The City continues to revise and improve its existing tools to assist with project monitoring during these phases. Such tools include Federal Labor Compliance Checklist; Contractor and Subcontractor Compliance Worksheet; Quarterly Progress Report; and monthly or bi-weekly correspondence with the subrecipient or assigned City of Salinas Construction Inspector. Additionally, the City continues to review the previously developed standard CDBG Bid Specification Package that includes all applicable federal forms and provisions to ensure all forms and data are current. The City will continue to assess current process and research better methods for ensuring compliance with all federal provisions. Currently, the established process continues to significantly reduce the amount of staff time previously required to achieve compliance.

As previously reported, Labor compliance in Capital Improvement Projects continues to be a high priority. The PW Labor Compliance Officer continues to increase her knowledge regarding the Federal labor compliance regulations and continues to attend State and Federal Labor Compliance trainings.

Attachment C: IDIS Report – PR 26

The City's PR 26 – CDBG Financial Summary Report is attached on the following pages.

DRAFT



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2021
SALINAS , CA

DATE: 09-08-22
TIME: 13:32
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	4,381,989.03
02 ENTITLEMENT GRANT	2,128,725.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	203,711.77
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	6,714,425.80

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	513,495.70
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	513,495.70
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	378,993.10
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	892,488.80
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	5,821,937.00

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	373,062.86
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	140,432.84
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	513,495.70
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2019 PY: 2020 PY: 2021
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	1,860,988.72
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	1,860,988.72
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	27,722.32
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	27,722.32
32 ENTITLEMENT GRANT	2,128,725.00
33 PRIOR YEAR PROGRAM INCOME	192,810.81
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	2,321,535.81
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	1.19%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	378,993.10
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	45,309.50
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	333,683.60
42 ENTITLEMENT GRANT	2,128,725.00
43 CURRENT YEAR PROGRAM INCOME	203,711.77
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	2,332,436.77
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.31%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2021
SALINAS , CA

DATE: 09-08-22
TIME: 13:32
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS	Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	4	1597		Catalyst Apartments Rehabilitation Project (2019)	14B	LMH	\$373,062.86
					14B	Matrix Code	\$373,062.86
Total							\$373,062.86

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	24	1555	6614473	First United Methodist Church Kitchen Remodel	03C	LMC	\$2,868.37
2017	24	1555	6614477	First United Methodist Church Kitchen Remodel	03C	LMC	\$936.65
2017	24	1555	6614480	First United Methodist Church Kitchen Remodel	03C	LMC	\$1,608.02
2017	24	1555	6627170	First United Methodist Church Kitchen Remodel	03C	LMC	\$1,369.51
2017	24	1555	6627184	First United Methodist Church Kitchen Remodel	03C	LMC	\$330.91
2017	24	1555	6627220	First United Methodist Church Kitchen Remodel	03C	LMC	\$518.47
2017	24	1555	6627249	First United Methodist Church Kitchen Remodel	03C	LMC	\$17,989.50
2017	24	1555	6627270	First United Methodist Church Kitchen Remodel	03C	LMC	\$1,493.53
2017	24	1555	6662789	First United Methodist Church Kitchen Remodel	03C	LMC	\$214.11
2017	24	1555	6676974	First United Methodist Church Kitchen Remodel	03C	LMC	\$1,365.34
2020	8	1596	6614473	Sun Rose Housing Development (2020)	03C	LMC	\$2,868.36
2020	8	1596	6614477	Sun Rose Housing Development (2020)	03C	LMC	\$936.65
2020	8	1596	6614480	Sun Rose Housing Development (2020)	03C	LMC	\$1,608.01
2020	8	1596	6627170	Sun Rose Housing Development (2020)	03C	LMC	\$55,900.44
2020	8	1596	6627184	Sun Rose Housing Development (2020)	03C	LMC	\$992.75
2020	8	1596	6627220	Sun Rose Housing Development (2020)	03C	LMC	\$207.39
2020	8	1596	6627249	Sun Rose Housing Development (2020)	03C	LMC	\$611.93
2020	8	1596	6627270	Sun Rose Housing Development (2020)	03C	LMC	\$622.30
2020	8	1596	6662797	Sun Rose Housing Development (2020)	03C	LMC	\$399.42
2020	8	1596	6676974	Sun Rose Housing Development (2020)	03C	LMC	\$1,024.00
					03C	Matrix Code	\$93,865.66
2019	5	1602	6662789	Natividad Creek Park Restroom Rehabilitation and ADA Improvements Project	03F	LMA	\$3,761.70
2019	5	1602	6662797	Natividad Creek Park Restroom Rehabilitation and ADA Improvements Project	03F	LMA	\$355.04
2019	5	1602	6676974	Natividad Creek Park Restroom Rehabilitation and ADA Improvements Project	03F	LMA	\$227.56
					03F	Matrix Code	\$4,344.30
2021	4	1604	6627170	Girl Scouts of California - Alisal Program Center (2021)	05D	LMC	\$8,272.50
2021	4	1604	6627270	Girl Scouts of California - Alisal Program Center (2021)	05D	LMC	\$7,432.56
2021	4	1604	6662797	Girl Scouts of California - Alisal Program Center (2021)	05D	LMC	\$6,322.01
2021	4	1604	6676974	Girl Scouts of California - Alisal Program Center (2021)	05D	LMC	\$5,695.25
					05D	Matrix Code	\$27,722.32
2020	11	1599	6614473	Grow Salinas Fund (2020)	18A	LMASA	\$109.52
2020	11	1599	6614480	Grow Salinas Fund (2020)	18A	LMASA	\$2,417.30
2020	11	1599	6627170	Grow Salinas Fund (2020)	18A	LMASA	\$1,626.40
2020	11	1599	6627184	Grow Salinas Fund (2020)	18A	LMASA	\$1,597.34
2020	11	1599	6627220	Grow Salinas Fund (2020)	18A	LMASA	\$2,080.86
2020	11	1599	6627249	Grow Salinas Fund (2020)	18A	LMASA	\$2,043.77
2020	11	1599	6627270	Grow Salinas Fund (2020)	18A	LMASA	\$3,089.44
2020	11	1599	6662789	Grow Salinas Fund (2020)	18A	LMASA	\$1,535.93
					18A	Matrix Code	\$14,500.56
Total							\$140,432.84

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	4	1604	6627170	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	EN	05D	LMC	\$5,003.70
2021	4	1604	6627170	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	PI	05D	LMC	\$3,268.80
2021	4	1604	6627270	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	EN	05D	LMC	\$3,912.56
2021	4	1604	6627270	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	PI	05D	LMC	\$3,520.00
2021	4	1604	6662797	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	EN	05D	LMC	\$4,082.01
2021	4	1604	6662797	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	PI	05D	LMC	\$2,240.00
2021	4	1604	6676974	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	EN	05D	LMC	\$2,810.80
2021	4	1604	6676974	No	Girl Scouts of California - Alisal Program Center (2021)	B21MC060005	PI	05D	LMC	\$2,884.45



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2021
SALINAS , CA

DATE: 09-08-22
TIME: 13:32
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount	
									05D	Matrix Code	\$27,722.32
											\$27,722.32
Total											\$27,722.32

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
1994	2	2	6589982	CDBG COMMITTED FUNDS ADJUSTMENT	21A		\$20,195.00
1994	2	2	6590702	CDBG COMMITTED FUNDS ADJUSTMENT	21A		(\$20,195.00)
1994	2	2	6591730	CDBG COMMITTED FUNDS ADJUSTMENT	21A		\$20,195.00
2021	7	1603	6614473	CDBG Program Planning and Administration (2021)	21A		\$27,444.35
2021	7	1603	6614477	CDBG Program Planning and Administration (2021)	21A		\$18,195.81
2021	7	1603	6614480	CDBG Program Planning and Administration (2021)	21A		\$33,454.98
2021	7	1603	6627170	CDBG Program Planning and Administration (2021)	21A		\$26,147.40
2021	7	1603	6627184	CDBG Program Planning and Administration (2021)	21A		\$18,810.61
2021	7	1603	6627220	CDBG Program Planning and Administration (2021)	21A		\$16,051.71
2021	7	1603	6627249	CDBG Program Planning and Administration (2021)	21A		\$37,845.67
2021	7	1603	6627270	CDBG Program Planning and Administration (2021)	21A		\$24,794.31
2021	7	1603	6662789	CDBG Program Planning and Administration (2021)	21A		\$38,200.74
2021	7	1603	6662797	CDBG Program Planning and Administration (2021)	21A		\$30,120.51
2021	7	1603	6676974	CDBG Program Planning and Administration (2021)	21A		\$87,732.01
					21A	Matrix Code	\$378,993.10
Total							\$378,993.10



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	2,400,157.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	2,400,157.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,276,020.29
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	339,674.20
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	1,615,694.49
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	784,462.51

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,276,020.29
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	1,276,020.29
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	1,276,020.29
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	881,129.64
17 CDBG-CV GRANT	2,400,157.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	36.71%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	339,674.20
20 CDBG-CV GRANT	2,400,157.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	14.15%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
SALINAS , CA

DATE: 09-08-22
TIME: 13:32
PAGE: 2

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	1	1580	6476163	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$13,075.86
			6525705	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$16,352.69
			6525715	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$24,668.64
			6531567	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$29,902.81
			6635798	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$19,585.34
			6635805	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$28,833.01
			6664858	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$16,623.40
			6667409	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$16,770.60
			6676634	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$9,769.99
		1581	6461782	Food Bank for Monterey County CDBG-CV	05W	LMC	\$81,007.20
			6525683	Food Bank for Monterey County CDBG-CV	05W	LMC	\$158,461.92
			6525715	Food Bank for Monterey County CDBG-CV	05W	LMC	\$71,487.88
		1582	6525682	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$440.85
			6525683	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$2,344.18
			6525705	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$344.75
			6525709	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$12,102.66
			6525715	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$8,276.12
			6525741	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$4,214.16
			6531567	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$13,799.63
			6616500	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$7,202.30
			6616506	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$8,607.13
			6635794	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$9,001.79
			6635797	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$165.25
			6635798	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$523.35
			6635801	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$7,881.21
			6635805	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$6,776.82
			6635806	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$5,879.39
			6635808	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$8,784.21
			6664858	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$5,036.44
			6667409	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$5,691.72
			6676634	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$8,092.24
		1583	6676634	City of Salinas Fair Housing CDBG-CV	05J	LMC	\$238.23
		1589	6525682	Grow Salinas Fund - CV	18A	LMASA	\$930.28
			6525683	Grow Salinas Fund - CV	18A	LMASA	\$3,315.20
			6525705	Grow Salinas Fund - CV	18A	LMASA	\$5,176.84
			6525709	Grow Salinas Fund - CV	18A	LMASA	\$4,615.20
			6525715	Grow Salinas Fund - CV	18A	LMASA	\$1,676.61
			6525741	Grow Salinas Fund - CV	18A	LMASA	\$198,590.04
			6531567	Grow Salinas Fund - CV	18A	LMASA	\$2,554.34
		1590	6676634	Economic Development Technical Assistance - CV	18B	LMASA	\$283.54
		1591	6525682	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$9,361.38
			6525683	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$7,947.76
			6525705	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,130.84
			6525709	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$11,306.59
			6525715	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,130.84
			6525741	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,310.01



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
SALINAS , CA

DATE: 09-08-22
TIME: 13:32
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	1	1591	6531567	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$11,417.16
			6616500	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$9,067.88
			6616506	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$6,559.84
			6635794	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$7,064.76
			6635797	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$7,405.08
			6635798	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,356.62
			6635801	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,479.60
			6635805	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,582.72
			6635806	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$11,969.10
			6635808	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$12,326.73
			6664858	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$8,581.33
			6667409	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$10,734.32
			6676634	Economic Development Technical Assistance - CV (Micro Business Enterprise)	18C	LMASA	\$14,016.04
	2	1592	6525705	Salvation Army Food Distribution CDBG-CV	03T	LMC	\$58,035.15
		1600	6531567	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$31,307.22
			6635794	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$31,486.87
			6635797	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$15,092.43
			6635798	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$14,174.89
			6635801	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$14,304.83
			6635806	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$18,511.49
			6664858	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$68,108.62
			6667409	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$11,327.36
			6676634	Salinas Downtown Streets Team 2nd Team - CV	05Z	LMC	\$16,839.01
Total							\$1,276,020.29

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	1	1580	6476163	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$13,075.86
			6525705	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$16,352.69
			6525715	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$24,668.64
			6531567	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$29,902.81
			6635798	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$19,585.34
			6635805	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$28,833.01
			6664858	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$16,623.40
			6667409	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$16,770.60
			6676634	Eden Council for Hope and Opportunity ECHO CDBG-CV	05J	LMC	\$9,769.99
		1581	6461782	Food Bank for Monterey County CDBG-CV	05W	LMC	\$81,007.20
			6525683	Food Bank for Monterey County CDBG-CV	05W	LMC	\$158,461.92
			6525715	Food Bank for Monterey County CDBG-CV	05W	LMC	\$71,487.88
		1582	6525682	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$440.85
			6525683	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$2,344.18
			6525705	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$344.75
			6525709	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$12,102.66
			6525715	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$8,276.12
			6525741	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$4,214.16
			6531567	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$13,799.63
			6616500	City of Salinas Housing Information and Referral Services - CDBG-CV	05X	LMC	\$7,202.30

Attachment D: CAPER Resolution

CAPER City resolution is pending and will be attached upon approval by the Salinas City Council.

DRAFT

Submission of the FY 2021-22 Consolidated Annual Performance and Evaluation Report to the United States Department of Housing and Urban Development

Community Development Department
Housing & Community Development Division
September 20, 2022



Sun Rose Apartments Construction



Recommended Action

It is recommended that City Council adopt a resolution approving the Fiscal Year 2021-22 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submittal to the United States Department of Housing and Urban Development (HUD).



Executive Summary

- City is a HUD entitlement jurisdiction:
 - Community Development Block Grant (CDBG and CDBG-CV)
 - HOME Investment Partnerships Program (HOME)
 - HOME American Rescue Plan (HOME-ARP)
 - Emergency Solutions Grants (ESG and ESG-CV)
- CAPER is an annual assessment of all activities and accomplishments
 - FY 2021-22 Annual Action Plan (AAP)
 - FY 2020-24 Consolidated Plan (Con Plan) and the
- HUD Submission Deadline: September 30, 2022



Background & Timeline

HUD Citizen Participation Plan

- Minimum 15-day public comment period
 - September 3rd – 20th, 2022
- Notices published September 3, 2022
 - The Californian and El Sol newspapers
- Draft CAPER available for public view
 - City website
 - In-person and by appointment at CDD offices
 - Email request
- Public Hearing:
 - City Council Meeting - 4:00 p.m. September 20, 2022

FY 2021-22 HUD PROGRAM FUNDING

Program	Grant Amount	Program Income	Total Available Funding
CDBG	\$2,128,725	\$144,572	\$2,273,297
CDBG - CV	\$ 1,379,528*	\$0	\$1,379,528*
HOME	\$803,851	\$281,767	\$1,085,618
HOME-ARP	\$145,938	\$ 0	\$145,938
ESG	\$172,631	\$ 0	\$172,631
ESG - CV	\$3,447,936*	\$ 0	\$3,447,936
Total	\$8,078,609	\$426,339	\$8,504,948



Parkside Manor Phase I



Housing & Development Forum

* Remaining funding from FY 2020-21

FY 2021-22 HUD EXPENDITURES

Program	Total Available Funding	Expenditures
CDBG	\$2,273,297	\$892,489
CDBG-CV	\$ 0	\$595,065
HOME	\$ 1,085,618	\$1,028,321
HOME-ARP	\$145,938	\$ 0
ESG	\$172,631	\$138,297
ESG-CV	\$3,447,936*	\$2,772,470
Total	\$8,504,948	\$5,426,642

* Remaining funding from FY 2020-21



Sun Rose Apartments Construction



Housing & Development Forum

FY 2021-22 CDBG Program

Agency	Funding Category	Funding Amount	Expenditures	Outcomes
• City of Salinas	Program Administration (20% Grant & PI)	\$466,487	\$378,993	N/A
• City of Salinas	Economic Development	\$14,501*	\$14,501	9 Businesses
• City of Salinas • Interim Inc.	Housing	\$1,088,851*	\$438,234	6 Housing Units
• City of Salinas • First United Methodist Church • Alisal Union School District	Public Facility	\$4,740,112*	\$33,038	Public Facility
• Girls Scouts of California	Public Service	\$35,000	\$27,722	221

* Includes remaining funding from previous fiscal years

FY 2021-22 CDBG-CV

Agency	Funding Category	Funding Amount	Expenditures	Outcomes
• City of Salinas	Program Administration (20%)	\$266,687	\$126,330	N/A
• City of Salinas	Economic Development	\$ 0	\$ 0	16 Businesses
• City of Salinas • Downtown Streets Inc. • Eden Council for Hope and Opportunity	Public Service	\$1,000,566	\$468,736	1,375 Households 113 Persons

FY 2021-22 ESG Program

Agency	Funding Category	Funding Amount	Expenditures	Outcomes
City of Salinas	Program Administration (7.5% of Grant)	\$15,056*	\$3,436	N/A
<ul style="list-style-type: none"> Bay Area Community Services (BACS) Central Coast Center for Independent Living (CCCIL) Salinas Outreach and Response Team (SORT) 	Public Service	\$214,860*	\$134,861	141 Persons

**Includes remaining funding from FY 2020-21*



SHARE Center



SHARE Center Garden



(SORT)

FY 2021-22 ESG-CV

Agency	Funding Category	Funding Amount	Expenditures	Outcomes
City of Salinas	Program Administration (10% of Grant)	\$268,333	\$215,133	N/A
<ul style="list-style-type: none"> City of Salinas CCCIL Community Homeless Solutions Coalition of Homeless Services Providers Downtown Streets Team, Inc. Interim, Inc. Step-Up on Second Street Inc. University Corporation at Monterey Bay Bay Area Community Services 	Public Service	\$3,520,014	\$2,441,448	1,771 persons
City of Salinas	Public Facility	\$115,889	\$115,889	Public Facility

FY 2021-22 HOME

Agency	Funding Category	Funding Amount	Expenditures	Outcomes
City of Salinas	Program Administration	\$299,539	\$72,457	N/A
Monterey County Housing Development Corporation	Housing	\$1,017,540*	\$955,864	6 Housing Units
To be committed in the future	Housing	\$1,133,147	\$0	TBD

**Funding from previous fiscal years*



Parkside Manor Proposed Development



Parkside Manor Phase I Construction



Parkside Manor Phase I Construction

FY 2021-22 HOME-ARP

Agency	Funding Category	Available Funding	Expenditures	Outcome
City of Salinas	Program Administration	\$145,939	\$0	N/A
City of Salinas	Program Administration	\$291,877*	\$0	N/A
To be committed in the future	TBD	\$2,480,958*	\$0	TBD

**Funds to become available once HUD approves the Allocation Plan and Substantial Amendment to the FY 2021-22 AAP*



CEQA Consideration

The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Strategic Plan 2022-2025 Goals and Strategies

- Economic Development
- Housing/Affordable Housing
- Effective and Culturally Responsive Government

Fiscal Impact

Funds are provided directly to the City by HUD. There is no impact to the General Fund.



Recommendation

The Community Development Department (CDD) recommends that the City Council adopt a Resolution approving the FY 2021-22 CAPER and authorizing its submittal to HUD.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-525, **Version:** 1

Minutes

Approve minutes of August 23, 2022.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-522, **Version:** 1

Financial Claims

Approve financial claims report.

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
460829	09/06/2022	Open	Brett Godown	\$87.50
460830	09/06/2022	Open	Carlos Pimentel	\$792.24
460831	09/06/2022	Open	Devin Kile	\$120.00
460832	09/06/2022	Open	Douglas Dirksen	\$212.00
460833	09/06/2022	Open	Edwardo Estrada	\$35.00
460834	09/06/2022	Open	Eric Chavez	\$256.00
460835	09/06/2022	Open	Gabriel Gonzalez	\$155.25
460836	09/06/2022	Open	Gerardo Gonzalez	\$35.00
460837	09/06/2022	Open	Gregory Hurst	\$212.00
460838	09/06/2022	Open	John P. Falkenberg	\$154.00
460839	09/06/2022	Open	Karen Jones	\$269.00
460840	09/06/2022	Open	Kendall Gray	\$155.25
460841	09/06/2022	Open	Mario Soto	\$35.00
460842	09/06/2022	Open	Mashaad Kiburi	\$212.00
460843	09/06/2022	Open	Orlando Osornio	\$696.13
460844	09/06/2022	Open	Ronald Patterson	\$35.00
460845	09/06/2022	Open	Stephen Sparks	\$230.75
460846	09/06/2022	Open	Tamara Kirkland	\$269.00
460847	09/06/2022	Open	Alliance Career Training Solutions	\$1,185.00
460848	09/06/2022	Open	American Association of Code Enforcement	\$550.00
460849	09/06/2022	Open	2NDNATURE, LLC	\$76,536.43
460850	09/06/2022	Open	3 Day Blinds LLC	\$6,508.31
460851	09/06/2022	Open	36 North Properties, Inc dba 36 North Property Man	\$5,385.00
460852	09/06/2022	Open	72 Hour LLC dba Chevrolet of Watsonville/National	\$315.13
460853	09/06/2022	Open	93 North Castro St Towman Llc	\$9,693.80
460854	09/06/2022	Open	Absolute Court Reporters, LLC	\$729.30
460855	09/06/2022	Open	Accounting Unit Manifest Fees Dept of Toxic Substa	\$6,520.06
460856	09/06/2022	Open	Adele Frese	\$2,370.44
460857	09/06/2022	Open	Alco Water	\$19,097.96
460858	09/06/2022	Open	Alco Water	\$57.83
460859	09/06/2022	Open	Alco Water	\$35.42
460860	09/06/2022	Open	Alhambra and Sierra Spring DS Waters of America LP	\$83.09
460861	09/06/2022	Open	Alisal Union School District	\$53.00
460862	09/06/2022	Open	Alison Heller-Ono dba Worksite International	\$1,445.00
460863	09/06/2022	Open	All Pets Hospital	\$180.07
460864	09/06/2022	Open	Amazon.Com	\$4,831.21
460865	09/06/2022	Open	American Supply Company	\$3,517.76
460866	09/06/2022	Open	Ana Rueda De Vidales dba J.A.V. Language Solutions	\$532.50
460867	09/06/2022	Open	Andrew McLaughlin	\$100.00
460868	09/06/2022	Open	Aramark Uniform & Career Apparel Group, Inc	\$601.72
460869	09/06/2022	Open	Asap Alisal Signs And Printing	\$431.24
460870	09/06/2022	Open	Assured Aggregates Company Inc	\$1,822.50
460871	09/06/2022	Open	Audelia Alvarado	\$3,900.00

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
460872	09/06/2022	Open	Baron Augustine	\$2,370.44
460873	09/06/2022	Open	Bay Area Community Services Inc.	\$95,594.56
460874	09/06/2022	Open	Bear Electrical Solutions Inc	\$10,934.20
460875	09/06/2022	Open	Bizon Group Inc dba Conexwest	\$53,296.81
460876	09/06/2022	Open	Blancas Construction, Inc.	\$11,644.00
460877	09/06/2022	Open	Brent DeBorde	\$100.00
460878	09/06/2022	Open	Bruce Bush	\$100.00
460879	09/06/2022	Open	C & S Engineers, Inc.	\$29,000.00
460880	09/06/2022	Open	California Water Service	\$1,820.69
460881	09/06/2022	Open	California Water Service	\$123.93
460882	09/06/2022	Open	California Water Service	\$160.34
460883	09/06/2022	Open	Candi Swinscoe	\$100.00
460884	09/06/2022	Open	Cassie McSorley	\$100.00
460885	09/06/2022	Open	CD-DATA, Inc dba Parcelquest	\$2,399.00
460886	09/06/2022	Open	CDH Properties	\$4,350.00
460887	09/06/2022	Open	CDW-G	\$64,592.46
460888	09/06/2022	Open	Cellebrite USA Corp	\$4,697.75
460889	09/06/2022	Open	Central Coast Center For Independent	\$6,288.31
460890	09/06/2022	Open	Chris Lane	\$2,199.00
460891	09/06/2022	Open	Chris Swinscoe	\$100.00
460892	09/06/2022	Open	Cintas	\$7,195.84
460893	09/06/2022	Open	CivicPlus, LLC	\$1,292.79
460894	09/06/2022	Open	Clark Pest Control	\$12,558.00
460895	09/06/2022	Open	ClientFirst Consulting Group, LLC dba ClientFirst	\$4,128.75
460896	09/06/2022	Open	CMP-1 Llc dba The Pointe at Northridge	\$16,617.49
460897	09/06/2022	Open	CMP-1 Llc dba The Pointe at Northridge	\$9,052.49
460898	09/06/2022	Open	CMP-1, Llc dba Boronda Manor	\$5,040.00
460899	09/06/2022	Open	CMP-1, Llc dba Boronda Manor	\$3,745.35
460900	09/06/2022	Open	CMP-1, Llc dba Laurel Tree Apartment Homes	\$13,894.52
460901	09/06/2022	Open	Coast Automotive Warehouse Inc	\$216.29
460902	09/06/2022	Open	Coastal Monterey Properties, LLC dba Garden Court	\$7,008.00
460903	09/06/2022	Open	Coastal Monterey Properties, LLC dba Garden Court	\$5,658.00
460904	09/06/2022	Open	Comcast	\$9.60
460905	09/06/2022	Open	Comcast (Business)	\$250.70
460906	09/06/2022	Open	Consolidated Electrical Distributors, Inc.	\$81.15
460907	09/06/2022	Open	Corral De Tierra Realty, Inc	\$4,485.00
460908	09/06/2022	Open	Cristina Schlough	\$2,433.18
460909	09/06/2022	Open	CSC Of Salinas	\$206.71
460910	09/06/2022	Open	CSG Consultants	\$2,064.00
460911	09/06/2022	Open	Daniel David Green	\$100.00
460912	09/06/2022	Open	Dave Shaw	\$100.00
460913	09/06/2022	Open	David L Crabill	\$100.00
460914	09/06/2022	Open	David Poulin	\$100.00

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
460915	09/06/2022	Open	Davis Onitsuka dba c/o Steinbeck Realty, Inc	\$1,600.00
460916	09/06/2022	Open	Diane Ausonio	\$3,720.00
460917	09/06/2022	Open	DKF Solutions Group LLC	\$999.00
460918	09/06/2022	Open	Don Chapin Inc	\$4,971.01
460919	09/06/2022	Open	Dudek	\$16,459.79
460920	09/06/2022	Open	E2 Consulting Engineers, Inc	\$32,052.50
460921	09/06/2022	Open	East Bay Tire Company	\$2,640.34
460922	09/06/2022	Open	EBSCO Industries, Inc dba EBSCO, EBSCO Information	\$13,131.01
460923	09/06/2022	Open	Eda Herrera	\$1,871.68
460924	09/06/2022	Open	Edward J Bauman	\$4,800.00
460925	09/06/2022	Open	EJ Williams Property Management dba Santa Lucia	\$8,237.03
460926	09/06/2022	Open	Elizabeth Roberts	\$935.84
460927	09/06/2022	Open	Ennis-Flint, Inc	\$2,185.00
460928	09/06/2022	Open	Environmental Systems, Inc of Northern California	\$214,288.00
460929	09/06/2022	Open	Ernesto Sanchez	\$100.00
460930	09/06/2022	Open	Fastenal Company	\$873.31
460931	09/06/2022	Open	Ferguson US Hodings, Inc dba Ferguson Enterprises	\$312.92
460932	09/06/2022	Open	First Alarm	\$373.26
460933	09/06/2022	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$1,328.50
460934	09/06/2022	Open	First Alarm Wellness A Family Counseling Corporati	\$1,250.00
460935	09/06/2022	Open	First United Methodist Church Salinas	\$19,339.56
460936	09/06/2022	Open	Francis T. Kuehl	\$1,200.00
460937	09/06/2022	Open	Fresno Oxygen & Welding Suppliers, Inc.	\$76.05
460938	09/06/2022	Open	Gabriel Carvey	\$2,301.71
460939	09/06/2022	Open	Gabriel Hernandez	\$100.00
460940	09/06/2022	Open	Global Water Technology, Inc	\$275.00
460941	09/06/2022	Open	Golz Construction, Inc.	\$2,500.00
460942	09/06/2022	Open	Granite Rock Co	\$10.16
460943	09/06/2022	Open	Griffin Carpet, Inc. dba Wheeler's Flooring	\$15,150.00
460944	09/06/2022	Open	Griffin Structures, Inc	\$6,471.36
460945	09/06/2022	Open	Griffin Structures, Inc	\$18,073.44
460946	09/06/2022	Open	Ground Zero Analysis, Inc	\$10,291.60
460947	09/06/2022	Open	Haciendas 3, LP	\$6,363.00
460948	09/06/2022	Open	Harris and Associates	\$4,921.00
460949	09/06/2022	Open	Heath Johnson	\$100.00
460950	09/06/2022	Open	Heather A Hardee dba Hardee Polygraph Services	\$975.00
460951	09/06/2022	Open	Hector Campos	\$6,600.00
460952	09/06/2022	Open	Hector Cortez	\$2,370.44
460953	09/06/2022	Open	Henry Gomez	\$100.00
460954	09/06/2022	Open	Hinderliter De Llamas and Associates	\$7,013.62
460955	09/06/2022	Open	Hoblit Chrysler Jeep Dodge	\$55,725.21
460956	09/06/2022	Open	Hydro Turf	\$3,209.42
460957	09/06/2022	Open	Ines Mendoza	\$2,604.62

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
460958	09/06/2022	Open	Ingram Book Company	\$2,787.89
460960	09/06/2022	Open	Interstate Battery System Inc	\$1,654.73
460961	09/06/2022	Open	Jacqueline Pacelli	\$100.00
460962	09/06/2022	Open	James Knowlton	\$100.00
460963	09/06/2022	Open	Jeff Gibson	\$100.00
460964	09/06/2022	Open	Jesse And Evan Inc dba La Plaza Bakery	\$106.75
460965	09/06/2022	Open	Jesse Pinon	\$100.00
460966	09/06/2022	Open	Jimmy Vanhove dba Precision K9	\$2,300.00
460967	09/06/2022	Open	John Wider	\$200.00
460968	09/06/2022	Open	Johnson Electronics	\$313.50
460969	09/06/2022	Open	Jonathan Barnes	\$100.00
460970	09/06/2022	Open	Jose Daniel Barrera dba Signa Signs & Graphics	\$4,608.17
460971	09/06/2022	Open	Joseph Albertoni	\$1,953.91
460972	09/06/2022	Open	Karla's Janitorial & Suppliers, LLC	\$32,672.00
460973	09/06/2022	Open	Keith Emery	\$2,199.00
460974	09/06/2022	Open	Kevin Skinner	\$2,370.44
460975	09/06/2022	Open	Kimley Horn And Assoc Inc	\$4,002.50
460976	09/06/2022	Open	Kysmet Security & Patrol	\$756.00
460977	09/06/2022	Open	L Keith Slama	\$4,004.76
460978	09/06/2022	Open	L Keith Slama	\$5,727.90
460979	09/06/2022	Open	L Keith Slama	\$5,727.90
460980	09/06/2022	Open	Lan Huynh	\$7,550.00
460981	09/06/2022	Open	Lance Miraco	\$100.00
460982	09/06/2022	Open	Law Enforcement Psychological Services	\$450.00
460983	09/06/2022	Open	LiftOff, LLC	\$5,800.00
460984	09/06/2022	Open	Linda Knowles	\$935.84
460985	09/06/2022	Open	Mangold Property Management, Inc	\$4,800.00
460986	09/06/2022	Open	Mangold Property Management, Inc	\$1,383.00
460987	09/06/2022	Open	Maria Gonzalez Frias	\$2,541.00
460988	09/06/2022	Open	Maria Trujillo dba California Pride Properties LLC	\$4,350.00
460989	09/06/2022	Open	Mark Freedman	\$100.00
460990	09/06/2022	Open	Martin Persijn	\$100.00
460991	09/06/2022	Open	Martin's Irrigation Supply, Inc	\$1,986.62
460992	09/06/2022	Open	Mary Ellison	\$1,639.65
460993	09/06/2022	Open	Matt N. Pressey	\$2,604.62
460994	09/06/2022	Open	Matthew Maldonado	\$2,370.44
460995	09/06/2022	Open	Merelyn Sprenkle	\$1,900.00
460996	09/06/2022	Open	Michael Elliott	\$1,871.68
460997	09/06/2022	Open	Michael Groves	\$100.00
460998	09/06/2022	Open	Michele Lea Vaughn	\$2,223.00
460999	09/06/2022	Open	Mid-Peninsula New Communities, Inc	\$6,573.60
461000	09/06/2022	Open	Midwest Tape, LLC dba Midwest Tape	\$743.87
461001	09/06/2022	Open	Miller Sutter Investments Paramount Properties	\$4,610.70

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
461002	09/06/2022	Open	Miller Sutter Investments Paramount Properties	\$4,080.00
461003	09/06/2022	Open	MIS CORP	\$1,950.00
461004	09/06/2022	Open	MNS Engineers, Inc	\$888.00
461005	09/06/2022	Open	Monterey Sanitary Supply Inc Altius Medical	\$198.18
461006	09/06/2022	Open	Motorola Solutions, Inc	\$159,528.48
461007	09/06/2022	Open	MP 21 Soledad Street, L.P.	\$1,621.00
461008	09/06/2022	Open	Municipal Resource Group LLC	\$11,636.43
461009	09/06/2022	Open	National Recreation and Park Association	\$875.00
461010	09/06/2022	Open	New Image Landscape Company	\$200.00
461011	09/06/2022	Open	Office Depot Business Service Division	\$1,521.34
461012	09/06/2022	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$23,353.92
461013	09/06/2022	Open	Pacer Service Center	\$44.30
461014	09/06/2022	Open	Pacific Gas and Electric Company	\$2,289.14
461015	09/06/2022	Open	Pacific Gas and Electric Company	\$1,252.84
461016	09/06/2022	Open	Pacific Gas and Electric Company	\$22,103.49
461017	09/06/2022	Open	Pacific Gas and Electric Company	\$114.58
461018	09/06/2022	Open	Pacific Gas and Electric Company	\$593.94
461019	09/06/2022	Open	Pacific Gas and Electric Company	\$315.64
461020	09/06/2022	Open	Pacific Gas and Electric Company	\$740.14
461021	09/06/2022	Open	Pacific Gas and Electric Company	\$412.35
461022	09/06/2022	Open	Pacific Gas and Electric Company	\$1,604.23
461023	09/06/2022	Open	Pacific Gas and Electric Company	\$101.83
461024	09/06/2022	Open	Pacific Gas and Electric Company	\$191.74
461025	09/06/2022	Open	Pacific Gas and Electric Company	\$698.23
461026	09/06/2022	Open	Pacific Gas and Electric Company	\$2,116.98
461027	09/06/2022	Open	Pacific Gas and Electric Company	\$638.41
461028	09/06/2022	Open	Pacific Truck Parts Inc	\$379.53
461029	09/06/2022	Open	Pacific Water Resources	\$17,151.78
461030	09/06/2022	Open	Pajaro Wall St Inn LLC	\$8,500.00
461031	09/06/2022	Open	Patrick Haney	\$2,199.00
461032	09/06/2022	Open	Paul Pantera	\$6,292.00
461033	09/06/2022	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$6,770.00
461034	09/06/2022	Open	Peninsula Messenger, LLC	\$210.00
461035	09/06/2022	Open	PLM Lender Services Inc	\$667.50
461036	09/06/2022	Open	PowerDMS, Inc.	\$8,200.00
461037	09/06/2022	Open	Precision Civil Engineering, Inc.	\$932.02
461038	09/06/2022	Open	Preferred Alliance Inc.	\$210.00
461039	09/06/2022	Open	Premier Builders, Inc.	\$49,799.00
461040	09/06/2022	Open	Professional Police Supply, Inc dba Adamson Police	\$3,270.95
461041	09/06/2022	Open	Pryer and Hansen Incorporated	\$14,865.00
461042	09/06/2022	Open	Quality Water Enterprises	\$89.08
461043	09/06/2022	Open	Rent-A-Fence.com, Inc	\$239.88
461044	09/06/2022	Open	Republic Services of Salinas	\$180.02

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
461045	09/06/2022	Open	Republic Services of Salinas	\$120.89
461046	09/06/2022	Open	Republic Services of Salinas	\$1,604.16
461047	09/06/2022	Open	Republic Services of Salinas	\$75.31
461048	09/06/2022	Open	Richard Maldonado	\$100.00
461049	09/06/2022	Open	Ricky Williams	\$100.00
461050	09/06/2022	Open	Rincon Consultants, Inc.	\$4,538.75
461051	09/06/2022	Open	Robert Half International, Inc dba Accountemps, Of	\$6,250.00
461052	09/06/2022	Open	Ruth Maria Milla-Leon dba Andersen's Lock & Safe	\$70.00
461053	09/06/2022	Open	Safety-Kleen Systems, Inc.	\$320.00
461054	09/06/2022	Open	Salinas Nantucket Bay Limited	\$4,842.00
461055	09/06/2022	Open	Salinas Toyota	\$281.43
461056	09/06/2022	Open	San Lorenzo Lumber	\$628.44
461057	09/06/2022	Open	Saul Ramirez Morales Authorized Matco Tools Dist.	\$252.31
461058	09/06/2022	Open	Scott Myhre	\$100.00
461059	09/06/2022	Open	Scott Tyler	\$100.00
461060	09/06/2022	Open	Sean Eisner	\$651.41
461061	09/06/2022	Open	Shape Inc.	\$15,965.40
461062	09/06/2022	Open	Shawn Miguel Russell dba Russell Investigations	\$2,606.26
461063	09/06/2022	Open	Sheldon Bryan	\$100.00
461064	09/06/2022	Open	Simon Jimenez	\$100.00
461065	09/06/2022	Open	Smart and Final Iris	\$377.02
461066	09/06/2022	Open	Smith and Enright Landscaping	\$28,036.11
461067	09/06/2022	Open	SpeakWrite LLC	\$2,932.94
461068	09/06/2022	Open	SSC Property Investments dba First Due Elevator	\$1,099.46
461069	09/06/2022	Open	Stanley Cooper	\$100.00
461070	09/06/2022	Open	Stommel Inc dba Lehr	\$824.21
461071	09/06/2022	Open	Sturdy Oil Company	\$2,376.46
461072	09/06/2022	Open	Summit Uniform	\$1,806.88
461073	09/06/2022	Open	Sunlite Auto Glass, Inc	\$400.45
461074	09/06/2022	Open	Suzanne Cottle-Gavalla	\$100.00
461075	09/06/2022	Open	Sylvia Garcia	\$935.84
461076	09/06/2022	Open	Target Pest Control	\$345.00
461077	09/06/2022	Open	Ted Koch	\$100.00
461078	09/06/2022	Open	Teri Ann Breschini	\$9,875.00
461079	09/06/2022	Open	Terry Gerhardstein	\$100.00
461080	09/06/2022	Open	Tiffanys Body Shop	\$580.38
461081	09/06/2022	Open	Timothy James Simpson	\$2,115.46
461082	09/06/2022	Open	Todd Hearnberger dba TH Electric	\$3,638.89
461083	09/06/2022	Open	Todd Swinscoe	\$100.00
461084	09/06/2022	Open	Tuscany Enterprises, Inc dba Everclear Hydro-jetti	\$125.00
461085	09/06/2022	Open	Tynan Village LP dba Tynan Village Apartments	\$4,315.74
461086	09/06/2022	Open	U.S. Bank National Association ND	\$9,085.02
461087	09/06/2022	Open	United Site Services	\$342.33

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
461088	09/06/2022	Open	University Corporation at Monterey Bay	\$8,795.72
461089	09/06/2022	Open	Valley Saw Shop	\$23.47
461090	09/06/2022	Open	Verizon Wireless	\$3,032.54
461091	09/06/2022	Open	Verizon Wireless	\$1,126.37
461092	09/06/2022	Open	W W Grainger Inc	\$2,578.00
461093	09/06/2022	Open	Walmart Community BRC c/o Capitol One	\$157.27
461094	09/06/2022	Open	Wayne Boyer dba Motoport USA	\$984.70
461095	09/06/2022	Open	Wayne Vance	\$100.00
461096	09/06/2022	Open	WCAF, LLC dba Watsonville Ford	\$1,450.15
461097	09/06/2022	Open	WCDJR LLC dba Watsonville Chrysler Dodge Jeep Ram	\$909.48
461098	09/06/2022	Open	Wen Cai Jiang	\$8,100.00
461099	09/06/2022	Open	Worldpac	\$315.72
461100	09/06/2022	Open	Yolanda P. Hayes	\$2,000.00
461101	09/06/2022	Open	Amani Nimer Walid	\$5,417.94
461102	09/06/2022	Open	Monterey County Child Support Services	\$1,450.52
461103	09/06/2022	Open	International Code Council Inc	\$405.00
461104	09/06/2022	Open	International Code Council Inc	\$105.00
461105	09/13/2022	Open	Alberto Duran	\$69.45
461106	09/13/2022	Open	Ciro Barboza	\$72.00
461107	09/13/2022	Open	Gerardo Magana	\$72.00
461108	09/13/2022	Open	James Arensdorf	\$216.90
461109	09/13/2022	Open	Juan Jimenez	\$1,681.05
461110	09/13/2022	Open	Justin Heckman	\$120.00
461111	09/13/2022	Open	Alliance Career Training Solutions	\$1,185.00
461112	09/13/2022	Open	Alliance Career Training Solutions	\$1,185.00
461113	09/13/2022	Open	Acme Car Wash (William Pierce Inc)	\$3,974.99
461114	09/13/2022	Open	Alexis Mejia	\$1,000.00
461115	09/13/2022	Open	Alhambra and Sierra Spring DS Waters of America LP	\$1,176.43
461116	09/13/2022	Open	Allstar Fire Equipment Inc	\$3,255.65
461117	09/13/2022	Open	Analgesic Services Inc	\$276.00
461118	09/13/2022	Open	Asap Alisal Signs And Printing	\$72.65
461119	09/13/2022	Open	Assured Aggregates Company Inc	\$1,248.75
461120	09/13/2022	Open	BrightView Landscape Services, Inc	\$5,760.15
461121	09/13/2022	Open	Burton's Fire Inc	\$8,282.09
461122	09/13/2022	Open	California Coast Uniform Company Inc	\$1,464.47
461123	09/13/2022	Open	California Water Service	\$2,883.66
461124	09/13/2022	Open	Canon Solutions America Inc	\$177.84
461125	09/13/2022	Open	Carr Avenue Limited Partnership, LP dba Vista De	\$4,842.00
461126	09/13/2022	Open	Casentini Street Apartments, Llc	\$17,847.43
461127	09/13/2022	Open	CDW-G	\$29,055.33
461128	09/13/2022	Open	Central Coast Center For Independent	\$15,469.87
461129	09/13/2022	Open	Charlie D. Zarza	\$624.00
461130	09/13/2022	Open	Cintas	\$1,500.93

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
461131	09/13/2022	Open	CivicPlus, LLC	\$600.00
461132	09/13/2022	Open	CMP-1 Llc dba The Pointe at Harden Ranch	\$9,215.60
461133	09/13/2022	Open	CMP-1, LLC dba Cambridge Court Apartments Homes	\$4,980.00
461134	09/13/2022	Open	Coast Automotive Warehouse Inc	\$316.88
461135	09/13/2022	Open	Comcast (Business)	\$58.82
461136	09/13/2022	Open	Community Human Services Project	\$30,000.00
461137	09/13/2022	Open	Condor Security Of America Inc	\$5,201.91
461138	09/13/2022	Open	CPS HR Consulting	\$1,030.40
461139	09/13/2022	Open	Danielle Clayton	\$200.00
461140	09/13/2022	Open	Dataflow Business Systems Inc	\$1,358.17
461141	09/13/2022	Open	Don Chapin Inc	\$5,696.17
461142	09/13/2022	Open	East Bay Tire Company	\$3,362.14
461143	09/13/2022	Open	Edilcia Perez dba Ella Fitness	\$601.25
461144	09/13/2022	Open	Edward P Mercurio Db a Ed Mercurio Biological Consu	\$1,965.00
461145	09/13/2022	Open	Employment Development Department	\$27,113.74
461146	09/13/2022	Open	Environmental Systems, Inc of Northern California	\$17,900.00
461147	09/13/2022	Open	ESRI	\$5,488.00
461148	09/13/2022	Open	FAST Services	\$500.00
461149	09/13/2022	Open	Fed Ex	\$25.53
461150	09/13/2022	Open	First Alarm	\$715.05
461151	09/13/2022	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$2,829.71
461152	09/13/2022	Open	G2Solutions, Inc	\$9.00
461153	09/13/2022	Open	Garrett DeWitt	\$37.00
461154	09/13/2022	Open	Golden State Truck and Trailer Repair	\$11,726.59
461155	09/13/2022	Open	Granite Construction Company	\$50,107.83
461156	09/13/2022	Open	Granite Rock Co	\$3,183.20
461157	09/13/2022	Open	Green Valley Industrial Supply	\$51.69
461158	09/13/2022	Open	Ground Zero Analysis, Inc	\$1,113.63
461159	09/13/2022	Open	Harris and Associates	\$270.00
461160	09/13/2022	Open	HD Supply White Cap Construction Supply	\$467.05
461161	09/13/2022	Open	Hemi's Landscaping and Concrete Inc	\$7,380.00
461162	09/13/2022	Open	Home Depot Credit Services	\$4,082.61
461163	09/13/2022	Open	Housing Authority of the County of Monterey dba Ha	\$5,506.00
461164	09/13/2022	Open	Hydro Turf	\$49.48
461165	09/13/2022	Open	Industrial Machine Shop	\$38,508.85
461166	09/13/2022	Open	Interstate Battery System Inc	\$667.90
461167	09/13/2022	Open	J.P. Morgan Securities LLC	\$24,531.75
461168	09/13/2022	Open	Jacqueline El-Safwany	\$7,200.00
461169	09/13/2022	Open	Jahaira Paola Navarro dba Dance Into Fitness with	\$975.00
461170	09/13/2022	Open	Jayson F. Cardinali dba Clean Brothers	\$12,960.00
461171	09/13/2022	Open	John E Arriaga Db a J.E.A. and Associates	\$2,500.00
461172	09/13/2022	Open	Johnson Associates	\$15.19
461173	09/13/2022	Open	Ken Ballard LLC dba c/o Century 21 A Property Shop	\$16,554.00

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
461174	09/13/2022	Open	Kevin Maloney	\$1,000.00
461175	09/13/2022	Open	Kurt Ashley dba Secure Solutions	\$1,483.36
461176	09/13/2022	Open	L.N. Curtis & Sons	\$8,166.12
461177	09/13/2022	Open	Landset Engineers Inc	\$29,267.00
461178	09/13/2022	Open	Life Assist	\$848.54
461179	09/13/2022	Open	Merrill Lynch, Pierce, Fenner & Smith, Inc.	\$22,057.58
461180	09/13/2022	Open	Midwest Tape, LLC dba Midwest Tape	\$10,000.00
461181	09/13/2022	Open	MJ Communications, Inc	\$245.00
461182	09/13/2022	Open	Monterey County Emergency Communications Dept	\$817,387.00
461183	09/13/2022	Open	Monterey Transfer and Storage Inc	\$476.50
461184	09/13/2022	Open	Municipal Resource Group LLC	\$5,875.00
461185	09/13/2022	Open	National Development Council	\$5,833.33
461186	09/13/2022	Open	O'Reilly Auto Parts	\$33.17
461187	09/13/2022	Open	Office Depot Business Service Division	\$576.45
461188	09/13/2022	Open	Pacific Coast Battery Service Inc	\$799.32
461189	09/13/2022	Open	Pacific Gas and Electric Company	\$3,328.51
461190	09/13/2022	Open	Pacific Gas and Electric Company	\$450.57
461191	09/13/2022	Open	Pacific Gas and Electric Company	\$480.84
461192	09/13/2022	Open	PARS Retirement Services	\$430.99
461193	09/13/2022	Open	Petsmart	\$296.02
461194	09/13/2022	Open	Pinnacle Medical Group Inc dba Pinnacle Healthcare	\$70.00
461195	09/13/2022	Open	Precision Auto Body And Paint	\$8,059.52
461196	09/13/2022	Open	Pure Water	\$255.25
461197	09/13/2022	Open	RDO Equipment Company	\$261.72
461198	09/13/2022	Open	Regional Government Services	\$1,030.36
461199	09/13/2022	Open	Rincon Consultants, Inc.	\$5,521.00
461200	09/13/2022	Open	Ruth Maria Milla-Leon dba Andersen's Lock & Safe	\$564.43
461201	09/13/2022	Open	Safety-Kleen Systems, Inc.	\$95.00
461202	09/13/2022	Open	Salinas Auto Center Inc	\$300.00
461203	09/13/2022	Open	Salinas Californian	\$1,583.31
461204	09/13/2022	Open	Salinas Capital Partners, LP	\$20,125.00
461205	09/13/2022	Open	Salinas Toyota	\$229.51
461206	09/13/2022	Open	Salinas Valley Ford Inc	\$57,704.09
461207	09/13/2022	Open	Salinas Valley Ford Inc	\$57,704.09
461208	09/13/2022	Open	Salinas Valley Solid Waste Authority	\$8,353.54
461209	09/13/2022	Open	San Lorenzo Lumber	\$875.53
461210	09/13/2022	Open	Shaw HR Consulting Inc	\$1,295.00
461211	09/13/2022	Open	Sid Tool Co., Inc dba MSC Industrial Supply Co	\$3,135.37
461212	09/13/2022	Open	Smile Business Products, Inc.	\$180.02
461213	09/13/2022	Open	Smith and Enright Landscaping	\$54,127.30
461214	09/13/2022	Open	Sturdy Oil Company	\$3,199.68
461215	09/13/2022	Open	TAPCO, Traffic and Parking	\$7,734.90
461216	09/13/2022	Open	Target Pest Control	\$75.00

City of Salinas

Claim Check Report 460829-461232

From Payment Date: 9/6/2022 - To Payment Date: 9/13/2022

Number	Date	Status	Payee Name	Amount
General Account - General Account				
<u>Check</u>				
461217	09/13/2022	Open	U.S. Balina Corp dba Synergize Realty/Synergize	\$4,844.29
461218	09/13/2022	Open	U.S. Bank National Association ND	\$9,410.98
461219	09/13/2022	Open	United Parcel Service	\$72.00
461220	09/13/2022	Open	Valley Saw Shop	\$2,538.58
461221	09/13/2022	Open	Verizon Wireless	\$5,708.40
461222	09/13/2022	Open	Voyager	\$2,019.48
461223	09/13/2022	Open	VSS International, Inc	\$337,274.09
461224	09/13/2022	Open	W W Grainger Inc	\$379.48
461225	09/13/2022	Open	W&M Marketing Group Inc dba B-Imressed Branding	\$2,127.63
461226	09/13/2022	Open	Wallace Group A California Corporation	\$91,268.10
461227	09/13/2022	Open	WCAF, LLC dba Watsonville Ford	\$50,709.90
461228	09/13/2022	Open	WCAF, LLC dba Watsonville Ford	\$85,000.00
461229	09/13/2022	Open	Williams Ranch Housing Partners, LP	\$4,688.00
461230	09/13/2022	Open	Witmer Associates Inc	\$2,370.73
461231	09/13/2022	Open	Worldpac	\$182.05
461232	09/13/2022	Open	Alma Duff	\$200.00
Type Check Totals:				\$3,796,646.88
General Account - General Account Totals				



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-489, **Version:** 1

Janitorial Maintenance Service Agreement

Approve a Resolution awarding Janitorial Service Agreement to Estrada Janitorial Service in the amount of \$736,980 per year.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022
DEPARTMENT: PUBLIC WORKS
FROM: DAVID JACOBS, DIRECTOR
THRU: RONALD PATTERSON, FLEET MANAGER
TITLE: JANITORIAL MAINTENANCE SERVICE AGREEMENT

RECOMMENDED MOTION:

A motion to approve a resolution awarding a janitorial service agreement to Estrada Janitorial Service for the sum of \$736,980.00 and approving General Fund appropriations to cover the services through the end of fiscal year 22/23.

RECOMMENDATION:

It is recommended that the City Council approve a resolution awarding a janitorial service agreement to Estrada Janitorial Service for the sum of \$736,980.00 and approving General Fund appropriations to cover the services through the end of fiscal year 22/23.

EXECUTIVE SUMMARY:

On June 21, 2022, a Request for Proposals (“RFP”) for City Wide Janitorial Services was published via PlanetBids, an online bidding tool. Nine vendors submitted proposals for evaluation. An evaluation committee was formed to review the proposals for city-wide facilities. Facilities requiring janitorial services are comprised of a mix of libraries, recreation centers, office/public buildings and park facilities. In evaluating the facilities, Staff has determined that for administrative purposes, Estrada’s Janitorial Services will service all city facilities as listed in the RFP except for the Salinas Municipal Airport locations. Based on cost proposals received, general fund appropriations will be required.

BACKGROUND:

On June 21, 2022, a Request for Proposals (“RFP”) for City Wide Janitorial Services was published via PlanetBids, an online bidding tool. A total of 45 vendors were notified, subsequently 13 registered as prospective bidders. A pre-proposal conference, attended by seven prospective bidders, was held on June 30. Proposals were due on July 22, at which time nine vendors submitted proposals for evaluation.

An evaluation committee, comprised of six, cross-departmental City staff members, was formed. The committee conducted a thorough evaluation of the proposals, based on the criteria set forth in the RFP. Proposals' prices were then evaluated using a points method and a final score assigned to each respondent per facility group. With the Points Method, the proposal with the lowest cost does not necessarily receive the maximum points allowed but rather is based on all 4 categories scored. Any local vendor was allotted 10%-point increase as identified in the RFP. For a summary of evaluations, refer to Exhibit A.

The City facilities requiring janitorial services consist of a mix of libraries, recreation centers, office/public buildings and park facilities. These include:

GROUP/CATEGORY	FACILITY	LOCATION
<i>Libraries</i>	Cesar Chavez Library	665 Williams Road, 93905
	John Steinbeck Library	350 Lincoln Avenue, 93901
<i>Rec Centers</i>	Bread Box Recreation Center	745 S. Sanborn Road, 93905
	Central Park Recreation Center	420 Central Avenue, 93901
	El Dorado Recreation Center	1655 El Dorado Drive, 93906
	Sherwood Recreation Center	940 North Main St, 93905
	Salinas Recreation Center	320 Lincoln Avenue, 93901
	Fire House Recreation Center	1330 E. Alisal Street, 93905
<i>Offices / Public Buildings</i>	Maintenance Yard	426 Work Street, 93901
	Train Station	11 Station Place, 93901
	City Hall and Rotunda	200 Lincoln Avenue, 93901
	Permit Center	65 West Alisal Street, 93901
	City Park Restrooms	Various Locations
<i>Other Facilities</i>	Sherwood Hall	940 N Main Street, 93906

In evaluating the facilities, Staff determined that for administrative purposes, the janitorial services agreement will be awarded to Estrada's Janitorial Service. The airport location decided that they will not be servicing that location as a part of the agreement.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

This item relates to the City Council's Strategic Plan to have a Well-Planned City and Excellent Infrastructure. It's the City's goal to safely and efficiently manage the infrastructure with which we have been entrusted.

DEPARTMENTAL COORDINATION:

The Maintenance Services division within Public Works Department worked hand in hand in the formulation of the RFP and throughout the procurement process. Library, Rec Park, Facilities and Airport Staff made up the evaluation committee and worked closely during the RFP submittal review process. Legal staff will review the contract agreement as to form and legality, while Finance will assist Public Works in the issuance of a purchase order and monitoring of progress payments.

FISCAL AND SUSTAINABILITY IMPACT:

The contract with Estrada's Janitorial Service is for \$736,980.00 per year which will be funded through the departments' operation budgets or the respective cost centers. A supplemental appropriation for \$172,043 is requested to cover the cost. A breakdown by GL is listed below.

Available budget and proposed costs are outlined in the table below.

FACILITY	GENERAL LEDGER BUDGET	PROPOSED ANNUAL COST	AVAILABLE BUDGET (THRU JUNE 2023)	PROPOSED COST (DEC THRU JUNE 2023)	SHORTFALL
Cesar Chavez Library	1100.60.6012-63.4500	\$83,700	\$40,750	\$48,825	(\$8,075)
John Steinbeck Library	1100.60.6011-63.4500	\$106,320	\$40,550	\$62,020	(\$21,470)
Bread Box Recreation Center	1200.55.6244-63.4500	\$19,200	\$9,525	\$11,200	(\$1,675)
Central Park Recreation Center	1200.55.6235-63.4500	\$9,000	\$4,500	\$5,250	(\$750)
El Dorado Recreation Center	1200.55.6234-63.4500	\$13,200	\$9,792	\$7,700	-0-
Salinas Recreation Center	1200.55.6239-63.4500	\$33,600	\$6,375	\$19,600	(\$13,225)
Fire House Recreation Center	1200.55.6240-63.4500	\$29,760	\$16,570	\$17,360	(\$790)
Sherwood Recreation Center	1200.55.6247-63.4500	\$10,200	\$5,875	\$5,950	(\$75)
Train Station	1000.80.8010-63.5400	\$46,800	\$17,185	\$27,300	(\$10,115)
Maintenance Yard	1000.50.5232-63.4500	\$18,000	\$33,218	\$10,500	(\$70,032)
City Hall and Rotunda	1000.50.5232-63.4500	\$105,000		\$61,250	
Permit Center	1000.50.5232-63.4500*	\$54,600		\$31,850	
Sherwood Hall	1200.55.6243-63.4500	\$28,800	\$0	\$16,800	(\$16,800)
Park Restrooms (nightly gate locking only)	1200.55.5238-63.4500	\$178,800	\$75,264	\$104,300	(\$29,036)
Park Restrooms (daily restroom cleaning)					
Total		\$736,980	\$259,604	\$429,905	(\$172,043)

*Portion of Permit Center will be paid from the Permit Services general ledger account 6900.30.3350-63.4500 (Approximately 37.5%). 37.5% of the proposed cost from December 2022 thru June 2023 is \$11,943.75. 62.5% will be paid from the Facilities Division using general ledger account 1000.50.5232-63.4500. Proposed cost from December 2022 thru June 2023 is \$19,906.25. The shortfall for general ledger account 1000.50.5232-63.4500 is \$58,088.25.

ATTACHMENTS:

Resolution

Evaluation / Cost Summary

Draft Agreement for Services

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL AWARDING JANITORIAL
SERVICE AGREEMENT TO ESTRADA JANITORIAL SERVICE**

WHEREAS, on June 21, 2022, the City issued a request for proposals (“RFP”) for city wide janitorial services at various city facilities; and

WHEREAS, proposals were received at the office of the City Clerk at City Hall, 200 Lincoln Avenue, Salinas California until 2:00pm on July 22, 2022; and

WHEREAS, a total of nine vendors submitted proposals for evaluation; and

WHEREAS, an evaluation committee, comprised of six, cross-departmental City staff members, conducted a thorough evaluation and scoring of the proposals based on the criteria set forth in the RFP; and

WHEREAS, using the Points Method each proposal was evaluated, assigned a score using criteria from the RFP, thus providing a final “score” from each vendor per facility and an overall rating; and

WHEREAS, an appropriation of \$172,043 to operations budgets is required in order to fund the services.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council, pursuant to Salinas Municipal Code Section 12-21, in reference to janitorial services contract, that all said proposals are rejected except the proposal from Estrada Janitorial Service, being the most qualified which is hereby accepted for service at the Libraries, Recreation Centers, and City facilities excluding the Salinas Municipal Airport. The subject contract agreement is hereby awarded to Estrada Janitorial Service for the sum of \$736,980 per year (for a period of three years, with three, one-year annual renewal options), and more specifically, the extra work prices particularly set forth and contained in Estrada’s Proposal for City-Wide Janitorial Services, included as Exhibit C in service agreement; and

BE IT FURTHER RESOLVED that Salinas City Council hereby approves an appropriation of \$172,043 to the following operations budgets to be distributed as follows:

FACILITY	GENERAL LEDGER BUDGET	SHORTFALL
Cesar Chavez Library	1100.60.6012-63.4500	(\$8,075)
John Steinbeck Library	1100.60.6011-63.4500	(\$21,470)
Bread Box Recreation Center	1200.55.6244-63.4500	(\$1,675)
Central Park Recreation Center	1200.55.6235-63.4500	(\$750)

El Dorado Recreation Center	1200.55.6234-63.4500	-0-
Salinas Recreation Center	1200.55.6239-63.4500	(\$13,225)
Fire House Recreation Center	1200.55.6240-63.4500	(\$790)
Sherwood Recreation Center	1200.55.6247-63.4500	(\$75)
Train Station	1000.80.8010-63.5400	(\$10,115)
Maintenance Yard	1000.50.5232-63.4500	(\$70,032)
City Hall and Rotunda	1000.50.5232-63.4500	
Permit Center	1000.50.5232-63.4500*	
Sherwood Hall	1200.55.6243-63.4500	(\$16,800)
Park Restrooms (nightly gate locking only)	1200.55.5238-63.4500	(\$29,036)
Park Restrooms (daily restroom cleaning)		
Total		(\$172,043)

PASSED AND APPROVED this 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND PEDRO C ESTRADA DBA ESTRADA JANITORIAL
SERVICE**

**JANITORIAL SERVICES FOR LIBRARIES, REC CENTERS, AND OTHER CITY
FACILITIES**

THIS AGREEMENT is executed this 20th day of September 2022, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Pedro C Estrada dba Estrada Janitorial Service, a sole proprietorship (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: general janitorial services at libraries, rec centers and other city facilities. Scope of work is further discussed in City’s Request for Proposal for City Wide Janitorial Services, Attachment B and Contractor’s Proposal dated 07/22/22, Attachment C.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The term of this Agreement shall commence on December 1st, 2022 and shall continue for a period of three years, through December 1st, 2025 (Initial Term). City and Contractor have the option to extend the term for three additional one-year periods provided a written request is received no less than 60 days before end of initial term.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Sixty-One Thousand Four Hundred Fifteen Dollars (\$61,415) per month, plus an hourly rate for emergency call backs (Items A1-A2; B1-B6; C1-C4; C6 and C7) as outlined in the Pricing Proposal Form included in Contractor’s Proposal, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.
8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

By (Printed Name):

Its (Title):

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

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. **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 Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor. General liability coverage can be provided in the form of an endorsement to the 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 **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 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

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. Contractor 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 Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

DRAFT

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/05/2022												
PRODUCER (831) 245-6005 Haaker Insurance Agency P.O. Box 522 Tres Pinos CA 95075- INSURED Estrada Janitorial Service P.O. Box 1568 Salinas CA 93902-		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Co.</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co.	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Sentinel Insurance Co.	11000													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	57 SBN NA1003	01/04/2022	01/04/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<input type="checkbox"/> JOINT LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Salinas is named as additional insured.

CERTIFICATE HOLDER () - () - City of Salinas 200 Lincoln Ave. Salinas CA 93905-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2001/08)

INS025 (0108).08

© ACORD CORPORATION 1988

Page 1 of 2

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver****Person/Organization**

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

Waiver Premium (prior to adjustments)

350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/01/2022

Policy No. ESWC318298

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____

WC 99 04 10 C
(Ed. 01-19)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Senigaglia Insurance 950 S Bascom Ave #2113 San Jose CA 95128		CONTACT NAME: Jeff Senigaglia PHONE (A/C, No, Ext): (408) 297-6686 FAX (A/C, No): (408) 297-6686 E-MAIL ADDRESS: jsenigaglia@farmersagent.com	
INSURED Pedro Estrada, DBA: Estrada Janitorial PO Box 1568 Salinas CA 93902		INSURER(S) AFFORDING COVERAGE INSURER A: Farmers Insurance Exchange NAIC # 21652 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: JS/AJ 2021-2022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			606720880	11/23/2021	11/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: All California Operations
Certificate of Insurance for City of Salinas as required by written contract with respect to work performed by insured.
*30 Day Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER

estradajanitorialservice@yahoo

City of Salinas
200 Lincoln Ave
Salinas, CA 93905

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Senigaglia/CF

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Ins Associates P.O. Box 1266 San Carlos CA 94070	CONTACT NAME: Jeff Tatro PHONE: (408) 280-2100 FAX: (408) 280-2110 EMAIL: jeff.tatro@onepointbusinessinsurance.com ADDRESS:
INSURED Pedro Estrada, DBA: Estrada Janitorial PO Box 1568 Salinas CA 93902	INSURER(S) AFFORDING COVERAGE INSURER A: Oak River Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** PIA/WC 2022-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	ESWC318298	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: All California Operations

Certificate of Insurance for City of Salinas as required by written contract with respect to work performed by insured.

*30 Day Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER estradajanitorialservice@yahoo City of Salinas 200 Lincoln Ave Salinas, CA 93905	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Tatro/CF
----------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
INS025 (201401)

The ACORD name and logo are registered marks of ACORD

CITY-WIDE JANITORIAL SERVICES REQUEST FOR PROPOSALS (“RFP”)



City of Salinas
200 Lincoln Avenue
Salinas, California
93901

Contents

1. BACKGROUND.....	4
2. OBJECTIVE	4
3. SCOPE OF WORK	4
4. PROPOSAL SCHEDULE.....	5
5. EVALUATION AND SELECTION CRITERIA	5
6. PROPOSAL FORMAT AND CONTENT.....	6
7. DIRECTIONS FOR SUBMITTING THE PROPOSAL.....	9
8. INQUIRIES.....	9
9. DISCRETION AND LIABILITY WAIVER.....	10
10. PROPOSERS RESPONSIBILITIES	10
11. SAMPLE AGREEMENT	10
12. FIDELITY BOND REQUIREMENT.....	10
13. TERM OF THE CONTRACT	11
14. LICENSE REQUIREMENTS.....	11
15. SUBCONTRACTING	11
16. GENERAL REQUIREMENTS / PROVISIONS.....	11
17. PERFORMANCE STANDARDS	12
18. EXPECTATIONS	13
19. ADHERENCE TO ALL LOCAL, STATE AND FEDERAL LAWS AND REQUIREMENTS.....	14
20. CONTRACTOR’S RESPONSIBILITIES	14
A. GENERAL CONDUCT	14
B. KEY PERSONNEL.....	14
C. SUPERVISORS AND PROJECT MANAGER.....	15
D. BACKGROUND CHECK	15
E. HEALTH.....	15
F. IDENTIFICATION AND UNIFORMS.....	15
G. PAYROLL & WAGE REPORT	16
H. NONDISCRIMINATION	16
I. EMPLOYEE LIST	16
J. REMOVAL OF STAFF	16
K. BACK-UP STAFF	17
L. UNAUTHORIZED PERSONNEL	17
M. PROHIBITED ITEMS	17
N. CITY & PERSONAL PROPERTY OF CITY PERSONNEL	17
O. TELEPHONES.....	17

P. HOURS OF WORK	18
Q. SPECIAL SERVICES	18
R. CARE OF FACILITIES	18
S. EMPLOYEE TRAINING PROGRAM.....	19
T. SAFETY PROGRAM	20
U. SAFETY PROCEDURES	20
V. TOOLS & EQUIPMENT	20
W. MATERIALS & SUPPLIES	21
X. CLEANING SCHEDULE.....	21
21. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR	22
22. CONFIDENTIALITY	23
23. EX PARTE COMMUNICATIONS	23
24. CONFLICT OF INTEREST	24
25. CONDITIONS TO AGREEMENT	24
26. DISQUALIFICATION QUESTIONNAIRE	24
27. LIQUIDATED DAMAGES.....	24
ATTACHMENT A – SAMPLE AGREEMENT	26
ATTACHMENT B – INSURANCE REQUIREMENTS	28
ATTACHMENT C – PRICING PROPOSAL FORM.....	30
ATTACHMENT C-1 – QUESTIONNAIRE	32
ATTACHMENT C-2 – DISQUALIFICATION QUESTIONNAIRE.....	34
ATTACHMENT D – FACILITY LOCATIONS AND PERFORMANCE SCHEDULE.....	35
ATTACHMENT E – DECLARATION OF LOCAL BUSINESS ENTERPRISE FORM	55

1. BACKGROUND

The City of Salinas incorporated in 1873 and has served as a “full-service” city for more than 150-years. With more than 600 employees, Salinas has its own libraries, recreation centers, parks, police headquarters, fire stations, and offices. These facilities are scattered throughout the 13 square miles of incorporated boundaries, that sits at the intersection of State Highways 101, 68 and 183. Salinas is 14 miles east of the Monterey Bay, and one hour south of San Jose.

The City is currently considering janitorial services for over 15 sites at various locations, all located within the City limits. Proposers are invited to submit a bid on all or a select few of the different locations, and each building will be awarded independent of the others to allow for the potential of more than one service provider to be awarded a portion of the work. The number of locations is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of services(s). The successful contractor will be required to provide quality service with minimal call backs for service.

All contractors are required to register as a “Prospective Bidder” for this project on the Planet Bids Vendor Portal website when submitting a proposal and shall maintain their status as “Bidder” throughout the RFP process; Contractors that fail to do so shall be disqualified. Only registered “Prospective Bidders” for this RFP will automatically receive updates, notifications, and addenda when issued; However, it is the Contractor’s responsibility to ensure that the foregoing have been received.

Contractors can register as a “Prospective Bidder” in one of two ways:

1. For **FREE** through Planet Bids Vendor Portal for the City of Salinas at <https://www.planetbids.com/portal/portal.cfm?CompanyID=22949>,
2. Directly via Planet Bids’ website for a FEE at <https://vendorline.com/register> and sign up for City of Salinas’ bid opportunities.

For assistance in downloading the documents, contact Planet Bids online or by calling 818-992-1771.

2. OBJECTIVE

The purpose of these specifications is to define the janitorial services requirements for various facilities owned and operated by the City of Salinas. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial service agreement from one or more contractors, to ensure clean and safe office facilities for employees and customers doing business with the City.

3. SCOPE OF WORK

The work covered in these specifications includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The City supports the use of non-hazardous cleaning agents and other safety and environmentally conscious practices. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

4. PROPOSAL SCHEDULE

The following schedule has been established for this RFP. The City of Salinas reserves the right to modify this schedule if it is in its best interest to do so. Notice of changes shall be posted on Planet Bids via an Addendum to the RFP.

TASK	DATE
Release of RFP	6-21-2022
Non-Mandatory Pre-Proposal Meeting, Job Walk	6-30-2022
Deadline to Submit Questions	7-5-2022
Responses to Questions Posted on Web	7-8-2022
Proposals Due	7-22-2022
Evaluation & Interviews (If Needed)	8-10-2022
City Council Award of Agreement	9-20-2022
Contract Work Begins	12-1-2022

Dates are subject to change.

- A. Pre-Proposal Conference (Non-Mandatory): A Non-Mandatory pre-proposal conference will be held on 6-30-2022 @ 0900 in the City Council Rotunda 200 Lincoln Avenue, Salinas, CA. 93901. The pre-proposal conference will allow for questions and clarifications concerning the City's RFP process and subsequent award of Agreement. All prospective Contractors will be required to sign-in prior to the Conference. In order to provide comprehensive answers and minimizes response time, Contractors are asked to submit questions in writing prior to the meeting. Questions can be submitted via Planet Bids project page:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=22949>

- B. Job Walk Site Visit (Voluntary): As a City-Wide service solicitation, facilities are scattered throughout. It is up to each Contractor to inspect these facilities during their normal business hours. However, the City's largest facilities can be inspected after the non-mandatory pre-proposal conference. The site inspections will allow the prospective proposers to become familiar with all conditions that may affect the performance and cost of the contract. Contractors should be familiar with the proposal prior to attending the informational meeting and the job walk.

A map of site locations is available in the solicitation (Attachment D).

5. EVALUATION AND SELECTION CRITERIA

The City will review all submittals and make a recommendation based upon the established evaluation criteria. After the proposals have been evaluated, if necessary, the highest ranked contractors will be interviewed. The City reserves the right to award this contract not necessarily to the contractor with the lowest cost proposal, but to the contractor that provides the best overall match to the service specifications, and which best serves the interest of the City. All contractors submitting a proposal will be notified in writing or via email as to their status in the selection process.

Proposals will be evaluated based on the following criteria:

- A. 25% - Qualifications of Entity and Key Personnel – Includes the ability to provide the requested scope of services, the contractor's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size and references.
- B. 15% - Approach to Providing the Requested Scope of Services – Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
- C. 50% - Price Proposal – Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Attachment C.
- D. 10% - Innovative and/or Creative Approaches – Does the proposal seek efficiencies, safety, and other innovative ways to providing the services that provide additional efficiencies or increased performance capabilities.

Local Purchasing Preference: In accordance with Section 12-28.040 of the Salinas Municipal Code, contractors that qualify as a local business enterprise shall receive a credit of ten percent of the total points. If applicable, contractors should fill out and submit Attachment E-Declaration of Local Business Enterprise form.

The City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Contractor or withdraw the RFP.

6. PROPOSAL FORMAT AND CONTENT

So that competing proposals can be compared equally, contractors must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification of your proposal for being nonresponsive.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs.

The proposal must be assembled in the following order, with tabs separating each section:

COVER LETTER - Proposals shall be introduced by a cover letter signed by an individual authorized to bind the proposing entity. This letter should convey the company understanding of the contract scope and deliverables and the approach to successfully perform the required janitorial and porter services. The signature of an authorized representative must appear on the cover sheet of the contractor's proposal. The signature shall be interpreted to indicate the contractor's willingness to comply with all the terms and conditions set forth in this solicitation unless specific written exceptions are noted.

PROPOSAL QUESTIONNAIRE – Provide a signed Questionnaire. Refer to Attachment C1.

QUALIFICATIONS - The information requested in this section should describe the qualifications of the firm

or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this RFP.
3. For private Proposers, provide at least three references that received similar services from your firm. The City the right of contract any of the organizations or individuals listed. Information provided shall include:
 - o Client Name
 - o Project Description
 - o Project start and end dates
 - o Client project manager name, telephone number, and e-mail address.
4. Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.
5. Submit a list of contracts that have not been renewed or have been terminated in the past five years. List names, addresses, telephone number and contact persons.
6. If contractor or individual is totally or partially owned by another business organization that will be providing services, supplies, material or equipment to contractor or in any manner does business with contractor under this agreement, a detailed statement of the aforementioned should be included in the proposal.

STAFFING - Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the janitorial services as of the date of submission of your response to this RFP.

METHODOLOGY SECTION - Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of this contract.
3. Detailed project schedule, a work plan, products, staffing, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be in order to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.
7. Submit approach and understanding of requirements. Provide a detailed transition plan to begin services within 30 days after contract award.
8. Provide a detailed list of type and quantity of equipment that will be utilized at each location in the performance of this contract. The submitted equipment shall be kept current and operating in all facilities at all times for the life of the contract.
9. Provide the number of full-time employees and the number of part-time employees performing the janitorial services as of the date of submission of your response to this RFP.
10. Detailed written work plan, which shall include the following:
 - a) Backup staffing plan to cover absenteeism, vacations, etc.;
 - b) The number and level of supervisors proposed;
 - c) The type and quantity of equipment to be used per building;
 - d) Submit Employee background check procedures and security procedures.
 - e) Provide an employee handbook or supporting documents that details employment benefits for janitorial employees such as paid holidays, vacation time and accrual rates, health benefits and any additional benefits that are available.
 - f) Provide information on your safety program and how employees are trained.

PRICING PROPOSAL FORM – All Proposers are required to use the form in Attachment C to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

INSURANCE COVERAGE – All Proposers must include in their proposal a written statement acknowledging they can provide all the insurance required in the Insurance Requirements section as

referenced in the attached Certificate of Insurance Requirements Attachment B.

7. DIRECTIONS FOR SUBMITTING THE PROPOSAL

- Submit one (1) original and three (3) hard copies plus one (1) thumb-drive copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or thumb-drive copy, the original shall control.
- On the outside of your submittal package, indicate the name of the RFP: **CITY-WIDE JANITORIAL SERVICES-REQUEST FOR PROPOSALS**
- Complete proposals must be submitted in sealed envelopes marked and received no later than 02:00 P.M. (P.S.T) on Friday, July 22, 2022, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Salinas – City Hall
Office of the City Clerk
200 Lincoln Avenue
Salinas Ca 93901
RE: CITY-WIDE JANITORIAL SERVICES

This RFP does not commit the City to enter into an agreement or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Salinas. If any proprietary information is contained in the proposal, it should be clearly identified.

8. INQUIRIES

Requests for clarification regarding this RFP must be submitted in writing via Planet Bids' website Q/A tab and received no later than 5 pm on Tuesday, July 5, 2022. Written responses to timely inquiries will be posted on the Planet Bids website's project page as they are received until Friday, July 8, 2022.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

9. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain from one or more contractor's submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria.

The City is not liable for costs incurred by contractors for the cost of the proposal. Contractors submitting a response to this RFP waive all rights to protest or seek any legal remedies whatsoever regarding any aspect

of this RFP. All proposals shall be binding for a period of 90 days after the proposal due date. The City also reserves the following rights and options with respect to this RFP:

- To re-issue this RFP with or without change or modification, at any time prior to the City's execution of a Professional Services Agreement pursuant to this RFP;
- To cancel this RFP with or without issuing another request for proposals;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to the City's execution of a Professional Services Agreement pursuant to this RFP;
- To waive informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- To request modification of some or all of the proposals following evaluation by the City;
- To request clarifications of any proposals;
- To negotiate simultaneously, or otherwise, with one or more Respondents; and
- To discontinue and resume negotiations with one or more Respondents

10. PROPOSERS RESPONSIBILITIES

Square footage is not the primary indicator of required service levels; proposers should fully review the specific performance schedule for each facility listed in Attachment D. By submittal of a proposal, the Contractor acknowledges it has evaluated the required services and can perform such services as indicated in the proposal specifications. The proposer, if awarded the contract, accepts the premises in their present physical condition and agrees to make no demands upon the City for any improvements or alterations thereof.

11. SAMPLE AGREEMENT

For the contractor's information, a sample copy of the standard Services Agreement is included to this RFP as Attachment A. By submitting a proposal, the Contractor agrees to be bound by the requirements under this Agreement.

12. FIDELITY BOND REQUIREMENT

The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of \$5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City of Salinas as the insured obligee or include an endorsement naming the City of Salinas as an additional obligee and providing for customary property coverage in favor of the City of Salinas. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.

13. TERM OF THE CONTRACT

The contract entered shall be for three (3) years from the date of City Council approval, with the option of three one-year annual renewal extensions.

Sixty (60) days before the end of the initial term of this contract (from date Council awards initial contract), the Contractor shall advise the City in writing of its intent to extend the term of the contract for an additional term of one-year to commence on the first day following the last day of the initial term and on the same terms and conditions as prescribed for the mutual term, or upon different terms which the Contractor shall specify in writing. The City shall, within thirty (30) days of receipt of such advice, notify the Contractor in writing of its acceptance or rejection of such extension, and if any changes were made in the contract. These provisions regarding extension shall be applicable to each succeeding one-year term if granted.

14. LICENSE REQUIREMENTS

Contractor shall possess a valid City of Salinas business license and the license must be valid prior to award and throughout the term of the Agreement. The contractor is also required to comply with City of Salinas local hiring preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, incorporated herein by reference, with respect to person(s) hired directly by the contractor to all persons hired by the contractor's subcontractor(s). All contractors that qualify must comply with the State of California Property Service Worker Protection Act, (effective January 1, 2018), and register with the Labor Commissioner's Office prior to the RFP due date of Friday, July 22, 2022. For more information concerning this requirement, please visit the Department of Industrial Relations website at:

https://www.dir.ca.gov/dlse/Janitorial_Providers_Contractors.html

15. SUBCONTRACTING

No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work. Contractor shall bear the expense of any subcontractor background checks. Any subcontractor that will provide services under this Agreement will be registered and be compliant with the Department of Industrial Relations Property Service Workers Protection Act.

16. GENERAL REQUIREMENTS / PROVISIONS

The contractor is responsible for the cleanliness and sanitation of the building. The description of each service area is to be used as a guideline. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the contractor.

The intent of these specifications is to define the janitorial services requirements for various facilities owned and operated by the City of Salinas included in this agreement. Both the task descriptions and the number of days per year that each task is to be performed are itemized. From that information and a non-mandatory job walk/inspection of each facility except Police and Communications facilities, the potential contractor is required to provide the Monthly Labor Hours and cost per facility, with a total for each on the Price Proposal Form Attachment C. All measurements provided are approximate and should be confirmed by the Contractor.

Notwithstanding any other provisions of this proposal, the Contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified.

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this

purpose.

17. PERFORMANCE STANDARDS

These specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include but are not limited to; floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

1. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this Agreement. To this end, the City is contracting for the complete performance of each cleaning job as specified in this Agreement. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
2. The City's Project Manager or designee shall contact the contractor by cell phone, telephone, fax, or email to notify them of performance issues. The City's Project Manager shall also notify the contractor of written complaint(s) received from building occupants.
 - a. Each site will have its own assigned point of contact for daily communication as required. All Communication with on-site point of contact should also include City Project Manager. Please see Section 20 (Contractor's Responsibilities) sub section C (Supervisor's and Project Manager).
3. The City's Project Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the contractor was notified, or a copy of the notification letter and fax record.
4. Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The City's Project Manager or designee shall have authority to classify a complaint as major or minor.
5. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc.
6. Failure by the contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this Agreement.
7. Proof of performance and adherence to specifications shall be upon the contractor. Support such as test results, technical data, or other pertinent information shall be supplied by the contractor at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.

8. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings. The contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the contractor of being charged the deductions or this counting towards the three occurrences. If the contractor does not respond in two hours, the City's Project Manager may exercise the City's right to terminate for default.
9. Failure of the contractor to appear on any scheduled workday without the advance approval of the City's Project Manager, or his designee, shall result in the deduction of the total daily cost for that location.
10. Contractor's billing shall be done on a timely basis. The successful contractor shall submit monthly invoices for work completed in the previous month.

18. EXPECTATIONS

The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated." This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

Frequency: Janitorial services will vary and shall be provided as noted in Attachment D-Facility Locations and Performance Schedule. The work schedule for completing daily services requirements is defined in the specifications for each location (See Attachment D). The task/frequency schedule indicates the minimum acceptable cleaning frequencies. Janitorial Services shall in no way interfere with the normal work of City employees.

Holidays / Meeting Schedules: There will be certain City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Maintenance Services will provide a schedule of which building will require holiday service.

It is expected that the awarded contractor shall be made aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of City business.

Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this agreement. Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

Deficient Performance: City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction

calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the City's Project Manager to be defective or deficient in any of the requirements shall be remedied by the contractor at the contractor's expense and in a manner acceptable to the City of Salinas.

19. ADHERENCE TO ALL LOCAL, STATE AND FEDERAL LAWS AND REQUIREMENTS

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, and EPA.

20. CONTRACTOR'S RESPONSIBILITIES

A. GENERAL CONDUCT

Contractor shall be responsible for, but not limited to, the following:

- Adherence to schedules
- Maintenance or replacement of cleaning equipment
- Notifying city of any personnel changes
- Training of new personnel

B. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days or, are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

C. ON-SITE POINT OF CONTACT AND PROJECT MANAGER

The contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall work with City of Salinas personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing contractor's personnel each day.

The Contractor shall designate in writing to the City's Project Manager, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this Agreement. The Contractor's Project Manager shall have the capability to receive complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m.

Contractor shall meet in conference with the City's Project Manager or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (City staff will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one- month period shall be reviewed by the City's Project Manager or designee and the Contractor's Project Manager at the first meeting of the following month.

D. BACKGROUND CHECK

The contractor's employees who will work in buildings owned by the City of Salinas shall be required to be cleared through the City of Salinas Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the contractor. Upon receipt of notice of award from City of Salinas Public Works Department, the contractor must supply personnel information within ten (10) working days.

E. HEALTH

All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the contractor allow the use or presence of alcohol or drugs on the premises or in the building.

F. IDENTIFICATION AND UNIFORMS

All personnel shall wear uniforms, furnished by the contractor, at all times during the performance of this work. The contractor's work force shall be neat and clean in appearance and shall wear a uniform with the contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants and be mutually agreed to by the contractor and City. Uniforms will at all times be clean and neat in appearance. Employees shall not wear red or blue colored shirts, shoes, hats or scarfs that are often represented as gang related clothing or accessories. Closed toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized contractor's employees are in City facilities.

G. PAYROLL & WAGE REPORT

The minimum pay rate for janitorial service personnel shall not be less than the California minimum

wage rate. Contractor shall complete a Payroll and Wage report in such form as to validate employee's employment with the firm, which shall be made available to the Public Works Director and/or his designee, upon request, concurrent with the monthly invoicing. The monthly payment will not be made until such report, when requested, is received and found acceptable by the Public Works Director and/or his designee.

H. NONDISCRIMINATION

The contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

I. EMPLOYEE LIST

The contractor shall provide to the City's Project Manager or designee an accurate list of all personnel who have any relationship to work performed within the scope of this Agreement, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers' licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Project Manager within one working day. Employees terminated by the contractor shall be reported the same day to the City's Project Manager, unless it is after hours, then the next business morning shall be acceptable.

J. REMOVAL OF STAFF

The City requires the contractor to remove all contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the contractor shall remove that employee from all work under this contract. It is the responsibility of the contractor to provide the proper training for their employees.

K. BACK-UP STAFF

The contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

L. UNAUTHORIZED PERSONNEL

Employees of the contractor shall not be assisted nor accompanied by any individual that is not an employee of the contractor, while performing duties related to the Agreement. This includes friends, children and/or other relatives. Employees of the contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

M. PROHIBITED ITEMS

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances.

Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

N. CITY & PERSONAL PROPERTY OF CITY PERSONNEL

The contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The contractor shall be responsible to see that contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the contractor's supervisor. The supervisor shall return the item(s) to the City's Project Manager within twenty-four (24) hours.

O. TELEPHONES

Telephones shall not be used by the contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '9-911') and notification to the Salinas Police Department of damage as required in this Agreement. Any calls to numbers other than those above will be considered a violation of this Agreement and grounds for immediate termination.

P. HOURS OF WORK

The contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

Q. SPECIAL SERVICES

In the event special or unusual conditions, the City Staff may require the Contractor to provide additional janitorial or cleaning services not covered by these specifications. Payment will be made at a rate negotiated with the Contractor. These services will be billed as part of the next regularly scheduled Contractor's invoice but will be listed separately on the invoice along with standard contract charges. Orders for special services may be placed orally (in the event of an emergency) or in writing by the City Staff designee. All written orders will describe the service to be provided and will state the negotiated fee which the Contractor will be compensated. Except in the event of an emergency, in no event shall the City be liable to the Contractor for payments for any extra work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the City.

R. CARE OF FACILITIES

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, and or in the event that someone blocks the gates from being closed or refuse to leave the facility/restrooms, contact 911. Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call City's Project Manager, or their designee, immediately. Contractor shall report all required non-emergency repairs by contacting the City's Project Manager, or his designee.

Security: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the City's Project Manager or his/her designee. All workspaces shall be locked, and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall provide an incident report with photos to document any vandalism, graffiti, and other damages observed during janitorial shift to Project Manager. The Contractor's employees shall report to emergency personnel within twenty-four (24) hours, situations such as: fire, smoke, unusual odors, broken pipes, leaky faucets and valves, or floods, and take appropriate safety measures.

Keys: The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

Damages: The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or

replacements shall be equal to original in all aspects.

Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Salinas in writing.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress and turning off all lights when work is completed.

S. EMPLOYEE TRAINING PROGRAM

The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

1. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
2. Specific location training;
3. Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements;
4. All personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the contractor. Records to substantiate these requirements must be made available to the City within 24 hours of a request.

T. SAFETY PROGRAM

The Contractor shall submit to the City, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:

1. Safe work habits;
2. Safe use of cleaning chemicals (right-to-know) MSDS Sheets;
3. Safe use of cleaning equipment;
4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment;
5. Proper handling of hazardous materials and biological waste (blood-borne pathogens);
6. Recognizing hazardous or other materials, which are not allowed for use in this contract.

U. SAFETY PROCEDURES

All cleaning chemicals shall be stored in properly labeled containers at all times.

1. The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
2. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be submitted to the City's Facility Maintenance Supervisor.

V. TOOLS & EQUIPMENT

The contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The City of Salinas reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

W. MATERIALS & SUPPLIES

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property, or which may be a risk to employees, the public, or others using City facilities.

The contractor shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals stored and used within a service area on the first day of the contract.

The contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers. The City would prefer the use of "Green Seal" or other non- hazardous/biodegradable cleaning products in all of its buildings where possible.

The City will supply all toilet paper, paper towels, toilet seat covers, sanitary napkins and disposable bags, hand soap, and urinal screens to the Custodial/Janitorial Services contractor. All supplies remain property of the City and may only be used at the specified site. City shall also provide at its

expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.

Janitorial closets located in City facilities will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees. The Contractor will be required to sign out for City supply items. Usage of the City supply items will be closely monitored by the City's Facility Maintenance Supervisor. All products and supplies shall be fully used and any unauthorized usage of City supply items by the Contractor will be grounds for immediate termination of the contract.

X. CLEANING SCHEDULE

1. Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility (see specific information on hours for each location listed in Attachment D). These times are subject to change under the direction of the City's Project Manager.
2. The Contractor shall provide the City's Project Manager a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
3. In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 p.m. All cleaning shall be completed before the start of next normal business day.
4. The Contractor shall maintain a schedule for floor stripping, waxing, carpet cleaning and hot water extraction for all City facilities and provide to the City's Project Manager a copy of the monthly completed and scheduled work on the first workday of every month.
5. Contractor shall notify the City Forty-Eight (48) hours in advance when floors or carpets are being cleaned so items can be removed from the floors.
6. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the City's Facility Maintenance Supervisor a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the quarterly completed work on the first workday.

21. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful contractor(s) shall submit the following items to the City within thirty (30) days of initiation of the contract award:

- A. Complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the City's designee;

- B. Schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;
- C. Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, how each will be used, and the Green Seal Standards (if applicable) that are met;
- E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;
- F. Enter into a Services Agreement with the City of Salinas (form provided in Attachment A). The Agreement will be submitted to City Council for execution with the award of the contract.

(Items G through K are required within then (10) working days from notice of award)

- G. City of Salinas business license.
- H. Proof of Contractor's current registration with the State Department of Industrial Relations and it's in compliance with all provisions of the Property Service Workers Protection Act, California Labor Code Sections 1420-1434.
- I. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the City of Salinas as an additional insured (see Attachment B for detailed insurance requirements).
- J. Provide a completed and signed W-9 form for your company.
- K. Employee Dishonesty Insurance (Fidelity Bond). Contractor shall provide Employee Dishonesty Insurance including a Third-Party Fidelity/Crime Bond covering City of Salinas property in the care, custody or control of the Contractor with a liability limit of not less than \$50,000.

22. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and contractor, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If contractor believes any communication contains trade secrets or other proprietary information that the contractor believes would cause substantial injury to the contractor's competitive position if disclosed, the contractor shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Contractor may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if contractor requests that the City withhold from disclosure

information identified as confidential, and the City complies with the contractor's request, shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the contractor information), and pay any and all costs and expenses related to the withholding of contractor information. Contractor shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any contractor information. If contractor does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

23. EX PARTE COMMUNICATIONS

Contractor and contractors' representatives should not communicate with the City Council members about this RFP. In addition, contractors and contractors' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the submitting questions on the City's Planet Bids bid portal regarding this RFP until after Agreement Award. Contractors and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "contractor" or "contractors' representative" includes all of the contractor's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the contractor's proposal, and any individual or entity who has been requested by the contractor to contact the City on the contractor's behalf. Contractors shall include the Ex Parte Communications form with their proposals certifying that they have not had or directed prohibited communications as described in this section.

24. CONFLICT OF INTEREST

The contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The contractor further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

25. CONDITIONS TO AGREEMENT

The selected contractor will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Attachment A to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services.

26. DISQUALIFICATION QUESTIONNAIRE

Contractors shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a contractor, any officer of a contractor, or any employee of a contractor who has a proprietary interest in the contractor, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a contractor, any officer or employee of such contractor, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Attachment C-2.

27. LIQUIDATED DAMAGES

Once the work has commenced, should the contractor fail to perform, as specified, the services required and agreed to, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, contractor shall agree to the following liquidated damages:

1. Should trained personnel not report to provide the services required by the contract, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the on the Contract or Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.
2. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.
3. Liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

Liquidated Damages: Failure of the Contractor to respond to problems referred to them by the City within the time limits established above shall result in the following deductions from invoiced payments:

1. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
2. Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);
3. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
4. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost;

5. Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% deduction of the total monthly contract cost on the next payment. (Inspection reports will be discussed weekly between the Contractors' Project Manager and the City's Project Manager or designee such that the Contractor will be informed by the City of the aforementioned process.

These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

DRAFT

ATTACHMENT A – SAMPLE AGREEMENT

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND XXX

THIS AGREEMENT is executed this ____ day of _____, 201__, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and [_____] (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: _____
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence **date of start of work** and shall be completed by **date of end of work** unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, _____. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in hereto in Exhibit ____.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations, including all Department of Industrial Relations' State Labor law requirements. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

ATTACHMENT B – INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

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. **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 Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor. General liability coverage can be provided in the form of an endorsement to the 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 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 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

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. Contractor 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 Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT C – PRICING PROPOSAL FORM

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in this RFP. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers in area: San Francisco-Oakland-San Jose, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
A. LIBRARIES					
A1	Cesar Chavez Library	615 Williams Road, 93905			
A2	John Steinbeck Library	350 Lincoln Ave, 93901			
TOTAL ANNUAL COST FOR LIBRARIES					

BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
B. RECREATION CENTERS					
B1	Bread Box Recreation Center	745 S. Sanborn Road, 93905			
B2	Central Park Recreation Center	420 Central Avenue, 93901			
B3	El Dorado Recreation Center	1655 El Dorado Drive, 93906			
B4	Salinas Recreation Center	320 Lincoln Avenue, 93901			
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905			
B6	Sherwood Recreation Center	940 North Main Street			
TOTAL ANNUAL COST FOR RECREATION CENTERS					

BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
C. CITY FACILITIES					
C1	Maintenance Yard	426 Work Street, 93901			
C2	Train Station	11 Station Place, 93901			
C3	City Hall Rotunda	200 Lincoln Avenue, 93901			
C4	Permit Center	65 West Alisal Street, 93901			
C5	Salinas Municipal Airport	Multiple Locations			
C6	Sherwood Hall	940 N. Main Street, 93906			
C7	City Park Restrooms (Nightly gate locking / Daily restroom cleaning)	Various Locations			
TOTAL ANNUAL COST FOR OTHER CITY FACILITIES					

ATTACHMENT C-1 – QUESTIONNAIRE

In addition to the written proposal that demonstrates the Contractor's understanding of the RFP, each Proposal shall also include responses to the questions below.

Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete questionnaires may be rejected.

1) What sets your company apart from the rest? Why should City of Salinas utilize the services from your organization?

2) Describe your firm's qualifications to provide the service specified in this RFP. Provide the firm's vision and mission statements, and key services offered.

3) What are some of your firm's professional affiliations and accreditations?

4) Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.

5) Has your organization ever failed to complete any work awarded to it?

6) What will be the mode of communication between onsite staff, shift leads, management and City of Salinas staff?

7) What will be the corrective action procedure to ensure that problems are solved quickly and not repeated?

8) Describe your firm's established "proactive" Quality Control program that you will be providing to the City to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.

9) Provide details on how your firm will meet the requirements of California Labor Code 1060-1065 Displaced Janitor Opportunity Act. How many employees do you plan to hire or retain to provide the services specified in this RFP?

10) Will there be a dedicated site/account supervisor and what will be the duties and responsibility of this

position? Will that person be responsible for other accounts/contracts?

11) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.?

12) Include a summary of your firm's training and injury/illness prevention and safety programs.

13) Is your firm planning to subcontract portions of the work? Yes No
If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

14) Please provide a detailed list of the equipment that will be used to complete the requirements of this contract. Will there be equipment stored on site to perform the day-to-day duties?

15) What chemicals will be used in the course of cleaning? Please provide a detailed list of the product and their purpose. Do any of these chemicals conform to green cleaning methods as described in Green Seal Standards and the U.S. Green Building Council?

ATTACHMENT C-2 – DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire and submit with Proposal:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

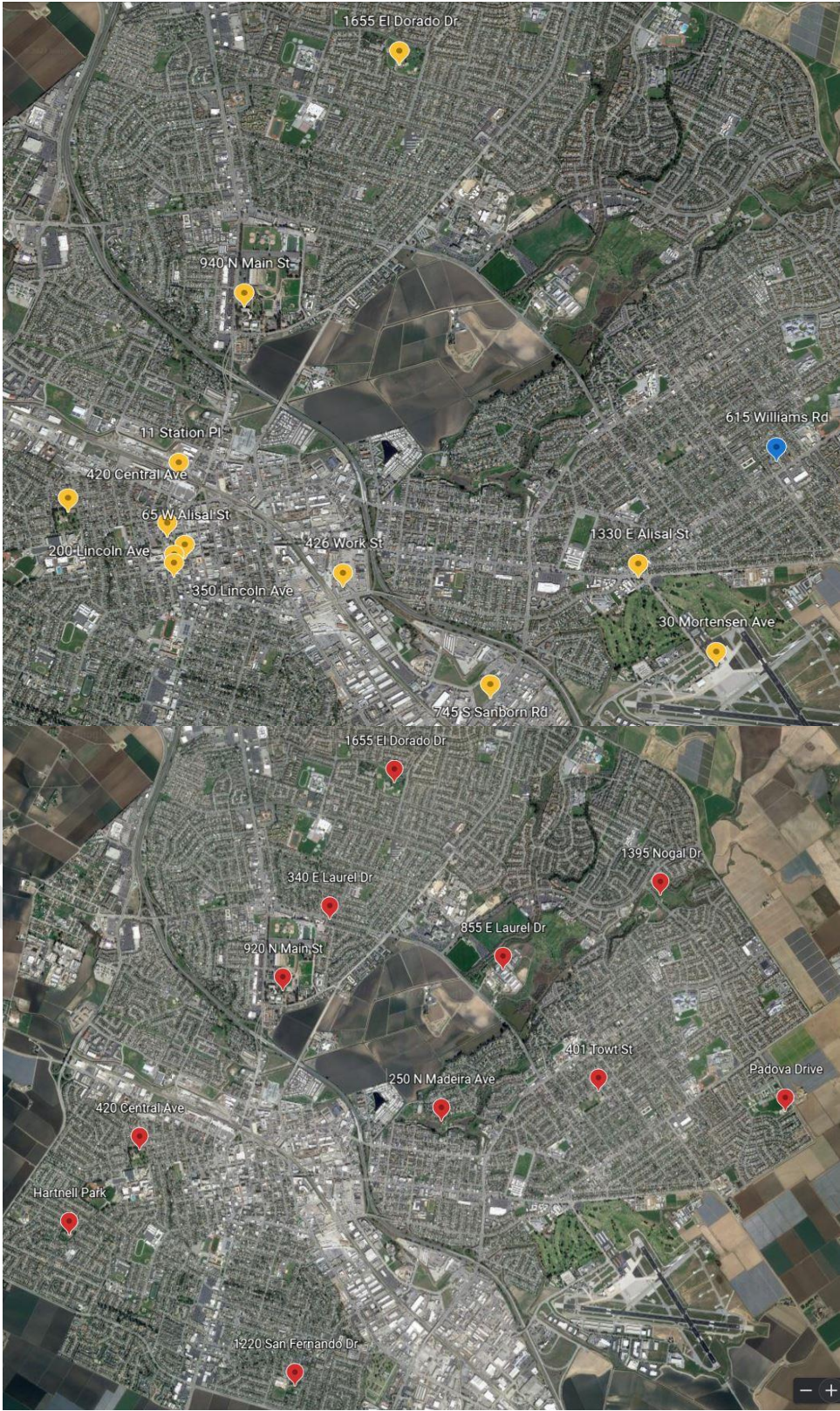
_____ Yes

_____ No

If the answer is yes, explain the circumstances in the following space.

Signature of Contractor

ATTACHMENT D: FACILITY LOCATIONS AND PERFORMANCE
SCHEDULE



A1 Cesar Chavez Library, 615 Williams Road

Approximately 25,000 square feet consisting of public library area, staff's work areas, and general office space and meeting rooms, and five (5) restrooms.

Normal Operating Hours: 10:00am to 8:00pm depending on day of the week

Days of Service: Six Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

- Restrooms and General Daily Services: Six days a week, Monday thru Saturday.
- Carpet (including area rugs) Vacuuming: Three days a week: Monday, Wednesday, Friday.
- On Tuesday and Thursday of each week an additional restroom service is to be provided at approximately 1:30pm.

Daily Service to Include the Following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean title walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, bookshelves, tables and computer stations in the general public areas, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes, and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.
- Inspect kitchen and clean sink, counter tops, and floor as needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard surface floors throughout the library.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.

- Clean air supply and exhaust fans/vents in office area and restrooms.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and clean all non-fabric window coverings.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all the carpet throughout the library using an extraction method, including area rugs.
- Provide a crew and all necessary equipment and materials to clean ALL upholstered furniture and treat with Scotch-Guard.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time, clean all non-fabric window coverings.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any annual services. All annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

A2 Steinbeck Library, 350 Lincoln Avenue

Approximately 28,770 square feet consisting of public library areas, staff's work areas, and six restrooms.

Normal Operating Hours: 10:00am to 8:00pm depending on day of the week

Days of Service: Six Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

- Restrooms and General Daily Services: Six days a week, Monday through Saturday.
- Carpet Vacuuming: Three days a week. Monday, Wednesday, Friday.
- Additional restroom service is to be provided six days a week, Monday thru Saturday, at approximately 3:30 pm.

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, bookshelves, tables and computer stations in the general public areas, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop, as needed, not less than twice a week, all non-carpeted floors.

- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.
- Inspect kitchen and clean sink, counter tops, and floor as needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Give City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean, strip, and wax all hard surface floor throughout the library.
- Provide a crew and all necessary equipment and materials to machine scrub the hard surface floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all the carpet throughout the library using an extraction method including area rugs.
- Provide a crew and all necessary equipment and materials to clean ALL upholstered furniture and treat with Scotch-Guard.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B1 Bread Box Recreation Center, 745 S. Sanborn Road

Approximately 5,570 square feet consisting of a recreation center, fine arts & teen lounge, office spaces, and two restrooms.

Normal Operating Hours: 8:00 am to 10:00 pm

Days of Service: Five Days a Week
Monday, Tuesday, Wednesday, Thursday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp Mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets (including area rugs)
- Place recycle bins outside for pickup weekly.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

General Weekly Services at the Fine Arts & Teen Lounge and Offices:

- Vacuum upholstered surfaces and carpets (including area rugs).
- Empty waste receptacles.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extradition method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B2 Central Park Recreation Center, 420 Central Avenue

Approximately 1,400 square feet consisting of a recreation center, two restrooms and kitchen.

Normal Operating Hours: 12:00 pm to 5:30 pm

Days of Service: Three Days a Week

Monday, Wednesday, Friday

Daily service to include the following:**Restrooms:**

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.

- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area throw rugs.
- Place recycle bins weekly outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Kitchen area and Multipurpose Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B3 El Dorado Recreation Center, 1655 El Dorado Drive

Approximately 3,397 square feet consisting of a recreation center, staff work areas, two restrooms, and kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: Five Days a Week
Monday, Tuesday, Wednesday, Thursday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area rugs.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the office area and multi-purpose room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B4 Salinas Recreation Center, 320 Lincoln Avenue

Approximately 16,207 square feet consisting of a recreation center, gymnasium, office space, three restrooms and one kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday

For ten weeks mid-January through March, Sunday service will also be required.

Daily service to include the following:**Restrooms:**

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area rugs.
- Weekly, place recycle bins outside for pickup.
- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard surface floors in the main lobby and kitchen.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.
- Clean all glass inside and out in main office area and lobby area.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Clean and wax the floor in the gymnasium.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B5 Fire House Recreation Center, 1330 E. Alisal Street

Approximately 11,244 square feet consisting of a recreation center, staff work areas, four restrooms and one kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: Five Days a Week
Monday, Tuesday, Wednesday, Thursday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.
- Stock sanitary pad containers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets/replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area rugs.
- Weekly, place recycle bins outside for pickup.
- Inspect kitchens and clean as needed sink, counter tops, oven, and floor.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Front Office, Hallway area, Multi-Purpose Room, and Meeting Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.

- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B6 Sherwood Recreation Center, 920 North Main Street

Approximately 11,244 square feet consisting of a recreation center, gymnasium, workout room, office space, community room, four restrooms, and one kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: One Day a Week
Friday

Weekly Services:

- Provide a crew and all necessary equipment and materials to clean and scrub the gymnasium floor.
- Turn on all faucets and allow water to run.
- Flush all toilets.

C1 Maintenance Yard, 426 Work Street

Approximately 3,397 square feet consisting of general office space and three restrooms.

Normal Operating Hours: 7:30 am to 5:00 pm

Days of Service: Five Days a Week
Monday, Tuesday, Wednesday, Thursday, and Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.

- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Front Office area and Meeting Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

C2 Train Station, 11 Station Place

Approximately 5,000 square feet consisting of office space and four restrooms.

Normal Operating Hours: 10:00 am to 8:00 pm

Days of Service: Seven Days a Week

Daily service to include the following:

Public Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.
- Inspect towel dispenser batteries and change batteries if needed. Contractor to provide batteries.

Lobby Area:

- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop lobby hard surface floors.
- Wet mop lobby hard surface floors.
- Clean glass inside and out on glass doors at main building entrances.

Weekly services to include the following:

- Sweep and dust mop office hard surface floors.
- Wet mop office hard surface floors.
- Empty all wastepaper receptacles and food waste receptacles. Replace clean liners as necessary.
- Clean staff restroom per above specification.
- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Front Office area and Meeting Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Machine scrub all hard surface floors.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

C3 City Hall and Rotunda, 200 Lincoln Avenue

Approximately 50,000 square feet consisting of office space, ten restrooms and one kitchen.

Normal Operating Hours: 8:00 am to 8:00 pm

Days of Service: Seven Days a Week

Daily service to include:**Restrooms:**

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.
- Inspect towel dispenser batteries and change batteries if needed. Contractor to provide batteries.

General Daily Services:

- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Empty all wastepaper receptacles and food waste receptacles. Replace clean liners as necessary.
- Wet mop as needed, not less than twice a week, all non-carpeted floors.
- Clean glass inside and out on glass doors at main building entrances.
- Dust flat surfaces.
- Vacuum carpeted areas.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets including throw rugs using extraction method.

C4 Permit Center, 65 W. Alisal Street

Approximately 29,807 square feet consisting of office space, six restrooms and two kitchens.

Normal Operating Hours: 8:00 am to 6:00 pm

Days of Service: Five Days a Week
Monday, Tuesday, Wednesday, Thursday, and Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all hard surface floors.
- Mop as needed, not less than twice a week, all floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces.
- Weekly, place recycle bins outside for pickup.
- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Inspect towel dispenser batteries and change batteries if needed. Contractor to provide batteries.
- Vacuum carpet twice weekly.
- Clean glass inside and out on glass doors at two main building entrances.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.

- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Clean air supply and exhaust fans/vents in office areas and restrooms.
- Clean all interior glass inside and out and all glass inside and out at two main entrances to the building.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard surface floors.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

C5 Salinas Municipal Airport (Multiple Locations)

TERMINAL BUILDING, 30 Mortensen Avenue

Approximately 1,630 square feet consisting of lobby area and restrooms.

Normal Operating Hours: Seven days a week

Monday thru Friday: 8:00 am to 5:00 pm

Saturday and Sunday: 8:00 am to 4:00 pm

Days of Service:

- Restrooms & Lobby: Seven Days a Week

Daily service to include the following:

Restrooms (Seven Days a Week):

- Empty all waste-paper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- Spot-clean doors as needed.
- Clean and disinfect washbasins, toilet bowls, and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, tile walls, and partitions.
- Refill soap, towel, tissue, and seat cover dispensers.

Lobby (Seven Days a Week):

- Dust lobby furniture and counter tops.
- Empty all waste baskets and food waste receptacle. Replace liners as needed.
- Spot-clean walls, glass/wood doors, and doorframes.
- Sweep and dust mop vinyl floors and stairs.
- Damp mop vinyl floors and stairs (Three Days a Week and Spot Clean as needed).
- Vacuum door mats.
- Clean/disinfect drinking fountain.

Weekly service to include the following:

Restrooms:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean ledges and windowsills.

Lobby:

- Dust windowsills, picture frames, and clean/disinfect handrails.
- Empty recycle containers into the correct recycle bins.
- Wipe down furniture with neutral cleaner.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Restrooms:

- Machine scrub tile floors.
- Clean all windows surfaces inside/outside and exhaust fans cover.

Lobby:

- Clean all windows surfaces inside/outside and air supply vents.
- Dust fire suppression lines and remove cobwebs inside and outside.

BUILDING 240, 240 Mortensen Avenue

Approximately 1,235 square feet consisting of lobby, breakroom, and restrooms areas.

Normal Operating Hours: 8:00 am. to 6:00 pm.

Days of Service:

Restrooms: Three days a week. Monday, Wednesday, Saturday.

Lobby: Three days a week. Monday, Wednesday, Saturday.

Breakroom: Three days a week. Monday, Wednesday, Saturday.

Daily service to include the following:

Restrooms (Three Days a Week):

- Empty all wastepaper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- Clean and disinfect washbasins and toilet bowl.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, vinyl walls, and doors.
- Refill soap, tissue, and seat cover dispensers.

Lobby (Three Days a Week):

- Dust lobby furniture and counter tops.
- Spot-clean glass doors and doorframes.
- Vacuum carpet.

Breakroom (Three Days a Week):

- Empty all wastepaper receptacles and food waste receptacle. Replace liners as needed.
- Sweep and dust mop all linoleum floors.

- Damp mop linoleum floors.
- Clean/disinfect kitchen sink and counter.
- Refill towel dispensers.

Weekly service to include the following:

Lobby:

- Dust windowsills, picture frames, and clean/disinfect handrails.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Breakroom:

- Inspect towel dispenser and change batteries if needed.
- Empty recycle containers into the correct recycle bins.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Restrooms:

- Clean exhaust fans cover and Scrub linoleum floors.

Lobby:

- Clean all windows surfaces inside/outside, air supply vents, and dust blinds.
- Machine scrub or scrub linoleum/tile floors.

Breakroom:

- Scrub linoleum floor.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Lobby:

- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets including throw rugs using extraction method.

Airport Office, 342 Airport Boulevard

Approximately 2400 square feet consisting of conference room, breakroom, restrooms and general office space.

Normal Operating Hours: 8:00 am. To 5:00 pm.

Days of Service: Two Days a Week

Tuesday and Friday

Office:

- Clean/Disinfect counter tops (front office-public counters), doorknobs, desks, keyboards, phones, etc.
- Empty all waste baskets and replace liners as needed.
- Spot clean walls and doors as needed.
- Clean/Disinfect kitchen sink and counter.
- Damp mop linoleum floors.
- Dust office furniture, counter tops, ledges, windowsills. Picture frames, telephones, etc.

- Vacuum carpet.
- Empty shredders and recycle containers into the correct recycle bins.
- Clean glass doors (entrance, conference room, and Manager's office).

Restrooms:

- Empty all waste-paper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- Spot clean doors as needed.
- Clean and disinfect washbasins, toilet bowls, and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, tile walls, and partitions.
- Refill soap, towel, tissue, and seat cover dispensers.
- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean ledges and windowsills.

Breakroom:

- Empty all wastepaper receptacles and food waste receptacle. Replace liners as needed.
- Sweep and dust mop all linoleum floors.
- Damp mop linoleum floors.
- Clean/disinfect kitchen sink and counter.
- Refill towel dispensers.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Restrooms:

- Machine scrub tile floors. Machine scrub or scrub shower wall and floor.
- Clean all window surfaces inside/outside and exhaust fans cover.

Offices:

- Clean all windows surfaces inside/outside, air supply vents, and dust blinds.

Breakroom:

- Scrub linoleum floor.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Offices:

- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets including throw rugs using extraction method.

Restrooms:

- Machine scrub or scrub shower wall and floors.

SOUTHSIDE RESTROOMS, 1545 & 1595 Moffett Street

Approximately 256 square feet consisting of restrooms.

Normal Operating Hours: 24 hours

Days of Service: Three Days a Week
Monday, Wednesday, Saturday

Daily service to include the following:

Restrooms (Three Days a Week):

- Empty all wastepaper receptacles and replace liners as needed.
- Empty any other waste receptacles in restrooms.
- Clean and disinfect washbasins and toilet bowl.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, and tile walls.
- Refill soap, towel, tissue and seat cover dispensers.
- Stock sanitary pad containers.

Weekly Services:

- Inspect towel dispenser and automatic air freshener change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Disinfect all doorknobs.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Clean all window surfaces inside/outside and exhaust fans cover.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Machine scrub or scrub linoleum/tile floors.

C6 Community Center / Sherwood Hall, 940 N. Main Street

Approximately 46,825 square feet consisting of a multipurpose auditorium, 4 dressing rooms with restrooms, 6 sets of restrooms (this includes 2 sets of restrooms in the community center side) and one unisex restroom for guest use and a commercial kitchen. The contractor selected to work at this site must have verifiable, hands-on experience operating a motorized retractable seating unit.

The auditorium can seat approximately 450 people for banquets, conferences or similar events. For stage events the auditorium can seat up to 1,500 people. The auditorium has a motorized retractable seating unit. The requirements for each event and the overall frequency of events will vary.

Prior to each event, the contractor will be required to:

- Set up per written direction. A set up could include moving the motorized seating unit and performing the necessary work to make the unit useable. Setting tables and chairs in the auditorium, lobbies, and meeting rooms in the Community Center as required.

After each event, contractor will be required to:

- Perform a thorough cleanup, which will include vacuuming the entire seating unit, balcony seating and carpet and dust mopping the stage. In the case of an open floor event the floor must be thoroughly dust mopped and damp mopped.
- Wipe down and properly store all tables and chairs used at the event.
- Thorough cleaning of all restrooms, mopping of all hard floor surfaces along with vacuuming and spot cleaning of all carpet surfaces. If the kitchen and/or bar was used for the event, a thorough

cleaning of the kitchen and/or bar. Removal of all fingerprints and smudges on all the entry doors to Sherwood Hall.

Normal Operating Hours: Varies

Days of Service: Varies

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services are to be performed outside of event hours. In no event shall services interrupt normal activities at City facilities.
- Clean, polish, and disinfect all brass or shiny door hardware railings.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of event hours. In no event shall services interrupt normal activities at City facilities.
- Clean the inside and outside of all windows and doors throughout Sherwood Hall.
- Clean using the extraction method all carpeting throughout Sherwood Hall.
- Machine scrub all hard surface floor in all restrooms throughout Sherwood Hall.

Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any annual services. All annual services are to be performed outside of event hours. In no event shall services interrupt normal activities at City facilities.
- Clean, strip and wax all hard floor surfaces throughout Sherwood Hall.
- Clean using the extraction method all carpeting in the retractable seating unit.

C7 CITY PARK RESTROOMS, Various Locations

13 sets of restrooms at various City parks to be locked and/or cleaned at dusk. (In the event someone refuses to leave the restroom, Call 911)

Normal Operating Hours: Dawn to Dusk

Days of Service: Seven days a week including holidays

- Cesar Chavez Park, 250 N. Madeira Ave
- Natividad Creek Park, 1395 Nogal Drive
- Sherwood Park, 920 N. Main Street
- Closter Park, 401 Towt Street (2 sets of restrooms)
- Central Park, 420 Central Avenue
- Veterans Memorial Park, 855 E. Laurel Drive
- El Dorado Park, 1655 El Dorado Drive (2 sets of restrooms)
- Laurel Park, 340 E. Laurel Drive
- Hartnell Park, 725 W. Acacia Street
- Claremont Manor Park, 1220 San Fernando Drive
- Monte Bella Community Park, 1601 Monte Bella Blvd.

Park Gates to be locked at dusk:

- El Dorado Park weekends only
- Monte Bella Community Park
- Dog Park at Natividad Creek
- McKinnon Park

Daily restroom service to include the following:

- Scrub all toilets, urinals, sinks, and dispensers
- Use Cleaner and hose down and squeegee floor
- Lock doors

DRAFT

ATTACHMENT E: DECLARATION OF LOCAL BUSINESS ENTERPRISE FORM



Business Information (All information must be completed)
(Please type or print clearly in ink)

Business Name: _____

Business Address: _____

Local Business Office Address: _____, Salinas, California _____

City of Salinas Business License Number: _____

No. of Employees: _____ No. of Full-Time Employees in Salinas _____

Current on all City of Salinas taxes, fees, assessments, and fines? ☐ Yes ☐ No

Currently subject to enforcement action by the City or in litigation with the City? ☐ Yes ☐ No

Year began doing business within the city of Salinas: _____

Newly established business (doing business within the city of Salinas less than one year): is the newly established business owned by an individual(s) formerly employed by a local business enterprise? ☐ Yes ☐ No If Yes, for what years? _____

Any person claiming to be a local business enterprise as defined in Article III-A of Chapter 12 of the Salinas Municipal Code shall so certify in writing under penalty of perjury that they meet all the criteria listed in Salinas Municipal Code section 12-28.020, subsection (d). A local business enterprise shall be required to submit such declaration on an annual basis and shall immediately notify the City's Purchasing Officer if there is any change in circumstances which would disqualify it from application of the preference. The City shall not be responsible or required to verify the accuracy of any such certifications and shall have sole discretion to determine if a person meets the definition of "local business enterprise."

CERTIFICATION

I declare that I am 18 years of age or older and the information contained in the foregoing application is true and correct to the best of my knowledge. Under penalties of perjury, I certify that all the information provided herein is correct and that the business enterprise I am representing meets all of the criteria set forth in Salinas Municipal Code section 12-28.020, subsection (d) for a "local business enterprise." I declare that I am authorized to submit this Declaration for and on behalf of myself and the organization described above.

Signature _____

Date _____

Printed Name: _____

DRAFT

Estrada Janitorial Service

ATTACHMENT C – PRICING PROPOSAL FORM

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in this RFP. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers in area: San Francisco-Oakland-San Jose, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
A. LIBRARIES					
A1	Cesar Chavez Library	615 Williams Road, 93905	195	\$6,975	83,700
A2	John Steinbeck Library	350 Lincoln Ave, 93901	253	\$8,860	\$106,320
TOTAL ANNUAL COST FOR LIBRARIES				\$190,020	

BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
B. RECREATION CENTERS					
B1	Bread Box Recreation Center	745 S. Sanborn Road, 93905	46	\$1,600	\$19,200
B2	Central Park Recreation Center	420 Central Avenue, 93901	25	\$750	\$9,000
B3	El Dorado Recreation Center	1655 El Dorado Drive, 93906	31	\$1,100	\$13,200
B4	Salinas Recreation Center	320 Lincoln Avenue, 93901	78	\$2,800	\$33,600
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905	71	\$2,480	\$29,760
B6	Sherwood Recreation Center	940 North Main Street	16	\$850	10,200
TOTAL ANNUAL COST FOR RECREATION CENTERS				\$114,960	

Estrada Janitorial Service

BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
C. CITY FACILITIES					
C1	Maintenance Yard	426 Work Street, 93901	40	\$1,500	\$18,000
C2	Train Station	11 Station Place, 93901	100	\$3,900	\$46,800
C3	City Hall Rotunda	200 Lincoln Avenue, 93901	250	\$8,750	\$105,000
C4	Permit Center	65 West Alisal Street, 93901	130	\$4,550	\$54,600
C5	Salinas Municipal Airport	Multiple Locations			
C6	Sherwood Hall	940 N. Main Street, 93906	30	\$2,400	\$28,800
C7	City Park Restrooms (Nightly gate locking / Daily restroom cleaning)	Various Locations	426	\$14,900	\$178,800
TOTAL ANNUAL COST FOR OTHER CITY FACILITIES				\$432,000	
HOURLY ON CALL REGULAR RATE				\$30.00	
HOURLY ON CALL RATE AFTER HOURS/WEEKENDS				\$40.00	

EVALUATION SUMMARY
REQUEST FOR PROPOSALS: CITY-WIDE JANITORIAL SERVICES
RFP Published: July 2022; Awarded: November 2022

points	Criteria																			
25	Qualifications of Entity and Key Personnel	Includes the ability to provide the requested scope of services, the contractor’s financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size and references.																		
15	Approach to Providing the Requested Scope of Service	Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.																		
10	Innovative and/or creative approaches	Does the proposal seek efficiencies, safety, and other innovative ways to providing the services that provide additional efficiencies or increased performance capabilities																		
50	Price Proposals	Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Attachment C (Addendum #8 Updated attachment C which includes Hourly On-Call Rates)																		
			Karla’s Janitorial	Estrada’s Janitorial	Central Maintenance Co	CCS Facility	Olympic Cleaning	Universal Building Services	Monterey Pro Cleaning Service	Premier Property Preservation	ECO Bear									
			Points	Points	Points	Points	Points	Points	Points	Points	Points									
100		Rater 1 Sean	43	85	41	53	55	75	11	40	53									
100		Rater 2 Mila	60	70	70	60	70	75	0	70	55									
100		Rater 3 Elani/Denise	95	70	70	0	90	75	0	95	0									
100		Rater 4 Earl	65	40	55	35	40	40	0	65	40									
100		Rater 5 Vivian	67	83	78	78	76	77	0	77	71									
100		Rater 6 John	52	64	72	67	67	72	0	55	52									
600	Possible total points	X6 Raters	382	412	386	293	398	414	11	402	271									
		Local Preference +10% of total points		41.2																
		Grand Total	382	453.2	386	293	398	414	11	402	271									
		Total Cost (Annual)	\$439,344	\$789,480	\$455,820	\$1,260,063	\$635,692	\$726,124	Incomplete	\$455,975	\$2,994,300									
				Annual Cost		Annual Cost		Annual Cost		Annual Cost		Annual Cost		Annual Cost		Annual Cost		Annual Cost		
		Cost Proposal for Libraries		\$94,728		\$190,020		\$114,000		\$179,367		\$157,128		\$138,876		\$316,800		\$86,112		\$898,560
		Points for Libraries																		
		TOTAL SCORE FOR LIBRARIES																		
		Cost Proposal for Rec Centers		\$74,472		\$114,960		\$60,180		\$368,532		\$122,644		\$151,632		\$0		\$73,554		\$625,860
		Points for Rec Centers																		
		TOTAL SCORE FOR REC CENTERS																		
		Cost Proposal for Airport Only		\$31,200		\$52,500		\$13,200		\$152,916		\$60,324		\$51,732		\$0		\$23,621		\$103,410
		Points for Airport Only																		
		TOTAL SCORE FOR AIRPORT ONLY																		
		Cost Proposal for Sherwood Only		\$11,004		\$28,800		\$21,600		\$90,372		\$49,824		\$23,040		\$0		\$83,720		\$138,240
		Points for Sherwood Hall Only																		
		TOTAL SCORE FOR SHERWOOD HALL ONLY																		
		Cost Proposal for Other City Facilities		\$227,940		\$403,200		\$246,840		\$468,876		\$245,772		\$360,884		\$0		\$188,968		\$1,228,230
		Points for City Facilities																		
		TOTAL SCORE FOR OTHER CITY FACILITIES																		

COST PROPOSAL SUMMARY
REQUEST FOR PROPOSALS: CITY-WIDE JANITORIAL SERVICES
RFP Published: July 2022

			Central Maintenance Co			CCS Facility Services			Olympic Cleaning Service		
BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
A. LIBRARIES											
A1	Cesar Chavez Library	665 Williams Road, 93905	182	\$ 4,750.00	\$ 57,000.00	261	\$10,768.00	\$129,219.00	251	\$ 6,547.00	\$ 78,564.00
A2	John Steinbeck Library	350 Lincoln Ave, 93901	182	\$ 4,750.00	\$ 57,000.00	157	\$4,179.00	\$50,148.00	251	\$ 6,547.00	\$ 78,564.00
TOTAL FOR LIBRARIES			\$ 114,000.00			\$179,367.00			\$ 157,128.00		
B. RECREATION CENTERS											
B1	Bread Box Recreation Center	745 S. Sanborn Rd., 93905	22	\$ 810.00	\$ 9,720.00	109	\$ 5,123.00	\$ 61,476.00	45	\$ 1,097.00	\$ 13,164.00
B2	Central Park Recreation Center	420 Central Avenue 93901	13	\$ 575.00	\$ 6,900.00	74	\$ 3,605.00	\$ 43,260.00	22	\$ 630.00	\$ 7,560.00
B3	El Dorado Recreation Center	1655 El Dorado Drive, 93906	22	\$ 810.00	\$ 9,720.00	120	\$ 4,756.00	\$ 57,072.00	45.5	\$ 1,118.00	\$ 13,416.00
B4	Salinas Recreation Center	320, Lincoln Avenue,93901	44	\$ 1,495.00	\$ 17,940.00	213	\$ 8,743.00	\$ 104,916.00	167	\$ 3,094.00	\$ 37,128.00
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905	22	\$ 835.00	\$ 10,200.00	174	\$ 6,977.00	\$ 83,724.00	77	\$ 2,122.00	\$ 25,464.00
B6	Sherwood Recreation Center	920 N. Main Street	8	\$ 475.00	\$ 5,700.00	39	\$ 1,507.00	\$ 18,084.00	34	\$ 1,326.00	\$ 25,912.00
TOTAL FOR RECREATION CENTERS			\$ 60,180.00			\$ 368,532.00			\$ 122,644.00		
SALINAS MUNICIPAL AIRPORT											
C5	Salinas Municipal Airport	30 Mortenson Avenue, Building 240 (240 Mortensen Avenue) and the Southside Restrooms (1545 & 1595 Moffett Street). 342 Airport Blvd	33	\$ 1,100.00	\$ 13,200.00	174	\$12,743.00	\$ 152,916.00	269	\$ 5,207.00	\$ 60,324.00
TOTAL FOR AIRPORT FACILITIES			\$13,200.00			\$152,916.00			\$ 60,324.00		
SHERWOOD HALL											
C6	Sherwood Hall	940 N Main Street, 93906	56	\$1,800.00	\$21,600.00	161	\$7,531.00	\$90,372.00	173	\$4,152.00	\$49,824.00
TOTAL FOR SHERWOOD HALL FACILITY			\$21,600.00			\$ 90,372.00			\$49,824.00		
C. OTHER CITY FACILITIES											
C1	Maintenance Yard	426 Work Street, 93901	22	\$ 810.00	\$ 9,720.00	109	\$ 4,662.00	\$ 55,944.00	48	\$ 1,146.62	\$ 23,184.00
C2	Train Station	11 Station Place, S 93901	30	\$ 1,050.00	\$ 12,600.00	113	\$4,643.00	\$ 55,716.00	66	\$ 2,138.30	\$ 22,440.00
C3	City Hall and Rotunda	200 Lincoln Avenue, 93901	220	\$ 6,500.00	\$ 78,000.00	509	\$19,734.00	\$ 236,808.00	290	\$ 6,972.71	\$ 83,520.00
C4	Permit Center	65 West Alisal Street, 93901	132	\$ 4,060.00	\$ 48,720.00	196	\$7,666.00	\$ 91,992.00	178	\$ 3,749.77	\$ 52,116.00
C7	City Park Restrooms	Various Locations	210	\$ 8,150.00	\$ 97,800.00	730	\$2,368.00	\$ 28,416.00	196	\$ 5,376.00	\$ 64,512.00
TOTAL FOR OTHER CITY FACILITIES			\$ 246,840.00			\$ 468,876.00			\$245,772.00		
	TOTAL		1,198		\$455,820.00	3,139		\$1,260,063.00	2,112		\$635,692.00
D. Hourly On-Call				BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE
	Hourly On-Call			\$ 27	\$ 27.00		\$ 0	\$ 0			\$ 24.00
E. Hourly On-Call After Hour/Weekends				BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE
	Emergency Call Backs			\$ 35	\$ 35.00		\$ 0	\$ 0			\$ 30.00

COST PROPOSAL SUMMARY
REQUEST FOR PROPOSALS: CITY-WIDE JANITORIAL SERVICES
RFP Published: July 2022

			Universal Building Services			Monterey Pro Cleaning Service			Premier Property Preservation		
BUILDING		LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
A. LIBRARIES											
A1	Cesar Chavez Library	665 Williams Road, 93905	146	\$ 4,919	\$ 59,028		\$ 12,650	\$ 151,800	144	\$ 3,588	\$ 43,056
A2	John Steinbeck Library	350 Lincoln Ave, 93901	198	\$ 6,654	\$ 79,848		\$ 13,750	\$ 165,000	144	\$ 3,588	\$ 43,056
TOTAL FOR LIBRARIES			\$138,876			\$ 316,800			\$ 86,112		
B. RECREATION CENTERS											
B1	Bread Box Recreation Center	745 S. Sanborn Rd., 93905	83	\$ 2,725	\$ 32,700				40	\$ 996.67	\$ 11,960
B2	Central Park Recreation Center	420 Central Avenue 93901	32	\$ 1,109	\$ 13,308				12	\$ 299.00	\$ 3,588
B3	El Dorado Recreation Center	1655 El Dorado Drive, 93906	45	\$ 1,555	\$ 18,660				30	\$ 747.50	\$ 8,970
B4	Salinas Recreation Center	320, Lincoln Avenue,93901	102	\$ 3,311	\$ 39,732				80	\$ 1,993.33	\$ 23,920
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905	84	\$ 2,880	\$ 34,560				70	\$ 1,744.17	\$ 20,930
B6	Sherwood Recreation Center	920 N. Main Street	33	\$ 1,056	\$ 12,672				14	\$ 348.83	\$ 4,186
TOTAL FOR RECREATION CENTERS			\$ 151,632						\$ 73,554		
SALINAS MUNICIPAL AIRPORT											
C5	Salinas Municipal Airport	30 Mortenson Avenue, Building 240 (240 Mortensen Avenue) and the Southside Restrooms (1545 & 1595 Moffett Street). 342 Airport Blvd	154	\$ 4,311	\$ 51,732				87	\$1,968.42	\$ 23,621
TOTAL FOR AIRPORT FACILITIES			\$ 51,732.00						\$ 23,621.00		
SHERWOOD HALL											
C6	Sherwood Hall	940 N Main Street, 93906	43	\$ 1,920	\$ 23,040				280	\$6,976.67	\$ 83,720
TOTAL FOR SHERWOOD HALL FACILITY			\$ 23,040.00						\$ 83,720.00		
C. OTHER CITY FACILITIES											
C1	Maintenance Yard	426 Work Street, 93901	56	\$ 1,845	\$ 22,140				20	\$ 498.33	\$ 5,980
C2	Train Station	11 Station Place, S 93901	64	\$ 2,236	\$ 26,832				56	\$ 1,395.33	\$ 16,744
C3	City Hall and Rotunda	200 Lincoln Avenue, 93901	282	\$ 8,904	\$ 106,848				240	\$ 5,980.00	\$ 71,760
C4	Permit Center	65 West Alisal Street, 93901	172	\$ 5,352	\$ 64,244				120	\$ 2,990.00	\$ 35,880
C7	City Park Restrooms	Various Locations	347	\$ 11,735	\$ 140,820				196	\$ 4,883.67	\$ 58,604
TOTAL FOR OTHER CITY FACILITIES			\$ 360,884						\$ 188,968		
	TOTAL		1841		\$726,124.00			\$316,800	1,533		\$455,975
D. Hourly On-Call				BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE
	Hourly On-Call			\$ 30	\$ 30					\$34.50	\$34.50
E. Hourly On-Call After Hour/Weekends				BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE
	Emergency Call Backs			\$ 39	\$ 39					\$34.50	\$34.50

COST PROPOSAL SUMMARY
REQUEST FOR PROPOSALS: CITY-WIDE JANITORIAL SERVICES
RFP Published: July 2022

			Eco Bear			Karla's Janitorial			Estrada's Janitorial		
BUILDING	LOCATION		MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
A. LIBRARIES											
A1	Cesar Chavez Library	665 Williams Road, 93905	832	\$ 37,440	\$ 449,280	150	\$ 3,927	\$ 47,124	195	\$ 6,975	\$ 83,700
A2	John Steinbeck Library	350 Lincoln Ave, 93901	832	\$ 37,440	\$ 449,280	152	\$ 3,967	\$ 47,604	253	\$ 8,860	\$ 106,320
TOTAL FOR LIBRARIES			\$ 898,560.00			\$ 94,728.00			\$ 190,020.00		
B. RECREATION CENTERS											
B1	Bread Box Recreation Center	745 S. Sanborn Rd., 93905	174	\$ 7,830	\$ 93,960	40	\$ 1,015	\$ 12,180	46	\$ 1,600	\$ 19,200
B2	Central Park Recreation Center	420 Central Avenue 93901	39	\$ 1,755	\$ 21,060	24	\$ 557	\$ 6,684	25	\$ 750	\$ 9,000
B3	El Dorado Recreation Center	1655 El Dorado Drive, 93906	110	\$ 4,950	\$ 59,400	25	\$ 680	\$ 8,160	31	\$ 1,100	\$ 13,200
B4	Salinas Recreation Center	320, Lincoln Avenue, 93901	352	\$ 15,840	\$ 190,080	60	\$ 1,665	\$ 19,980	78	\$ 2,800	\$ 33,600
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905	242	\$ 10,890	\$ 130,680	62	\$ 1,690	\$ 20,280	71	\$ 2,480	\$ 29,760
B6	Sherwood Recreation Center	920 N. Main Street	242	\$ 10,890	\$ 130,680	22	\$ 599	\$ 7,188	16	\$ 850	\$ 10,200
TOTAL FOR RECREATION CENTERS			\$ 625,860.00			\$ 74,472.00			\$ 114,960.00		
SALINAS MUNICIPAL AIRPORT											
C5	Salinas Municipal Airport	30 Mortenson Avenue, Building 240 (240 Mortensen Avenue) and the Southside Restrooms (1545 & 1595 Moffett Street), 342 Airport Blvd	191	\$ 8,617	\$ 103,410	92	\$ 2,600	\$ 31,200	125	\$ 4,375	\$ 52,500
TOTAL FOR AIRPORT FACILITIES			\$ 103,410.00			\$ 31,200.00			\$ 52,500.00		
SHERWOOD HALL											
C6	Sherwood Hall	940 N Main Street, 93906	256	\$ 11,520	\$ 138,240	18.3	\$ 917	\$ 11,004	30	\$ 2,400	\$ 28,800
TOTAL FOR SHERWOOD HALL FACILITY			\$138,240.00			\$ 11,004.00			\$ 28,800.00		
C. OTHER CITY FACILITIES											
C1	Maintenance Yard	426 Work Street, 93901	110	\$ 4,950	\$ 59,400	40	\$ 1,050	\$ 12,600	40	\$ 1,500	\$ 18,000
C2	Train Station	11 Station Place, S 93901	198	\$ 8,910	\$ 106,920	65	\$ 1,750	\$ 21,000	100	\$ 3,900	\$ 46,800
C3	City Hall and Rotunda	200 Lincoln Avenue, 93901	866	\$ 38,970	\$ 467,640	195	\$ 5,800	\$ 69,600	250	\$ 8,750	\$ 105,000
C4	Permit Center	65 West Alisal Street, 93901	704	\$ 31,680	\$ 380,160	125	\$ 3,795	\$ 45,540	130	\$ 4,550	\$ 54,600
C7	City Park Restrooms	Various Locations	396	\$ 17,842	\$ 214,110	240	\$ 6,600	\$ 79,200	426	\$ 14,900	\$ 178,800
TOTAL FOR OTHER CITY FACILITIES			\$1,228,230			\$227,940.00			\$ 403,200.00		
TOTAL			5,544		\$2,994,300	1,310		\$439,344.00	1,816		\$789,480.00
D. Hourly On-Call				BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE
	Hourly On-Call			\$ 45	\$ 45		\$ 31	\$ 31		\$30	\$30
E. Hourly On-Call After Hour/Weekends				BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE		BASE RATE	HOURLY RATE
	Emergency Call Backs			\$ 45	\$ 45		\$33.95	\$33.95		\$40	\$40

MEETING SIGN-IN SHEET

Project:	Janitorial RFP	Meeting Date:	6/30/2022
Facilitator:	City of Salinas Public Works	Place/Room:	City Hall

[illegible]



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-498, **Version:** 1

2023 City Council Meeting Calendar

Approve the 2023 City Council Meeting Calendar.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: September 20, 2022
DEPARTMENT: ADMINISTRATION
FROM: Steven S. Carrigan, City Manager
BY: Alexis Mejia, Assistant City Clerk
TITLE: 2023 CITY COUNCIL MEETING CALENDAR

RECOMMENDED MOTION:

A motion to approve the City Council meeting calendar for 2023.

RECOMMENDATION:

Staff recommends that the City Council approve the 2023 City Council meeting calendar to assist with the scheduling of City Council meetings.

BACKGROUND:

The Municipal Code states that City Council meetings will be held on Tuesdays [City Code section 2-01.01]. The proposed schedule for 2023 staggers meetings to allow adequate time for report preparation and review. As in past years, the calendar includes breaks for holidays, vacations, and conferences. Meetings would not be held on the Tuesdays that have been outlined on the attached draft calendar.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

The City Council calendar supports the Council Goal of “Operational Efficiencies”.

DEPARTMENTAL COORDINATION:

The City Clerk’s Office is responsible for recommending a meeting calendar that supports all departments with direction from the City Manager.

FISCAL AND SUSTAINABILITY IMPACT:

No fiscal and sustainability impact.

ATTACHMENTS:

Salinas City Council 2023 Meeting Calendar
2023 Conference Schedule

2023 COUNCIL MEETING CALENDAR

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1	6	7	8	9	10	11	12
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	13	14	15	16	17	18	19
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	20	21	22	23	24	25	26
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	27	28	29	30	31		
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	30						
														30	31												

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4						1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

The City Council will not meet on:

January 3, January 17, January 31

February 14, February 28

March 14, March 28

April 11, April 25

May 9, May 30

June 6, June 27

July 4, July 11, July 18, July 25 – SUMMER RECESS

August 1, August 15, August 29

September 5, September 19

October 3, October 17, October 31

November 21, November 28

December 12, December 19, December 26 – HOLIDAY RECESS

Study Session:

January 28 – Strategic Plan

May 23 - Budget

2023 CONFERENCE SCHEDULE

LEAGUE OF CALIFORNIA CITIES

NEW MAYORS & COUNCIL MEMBERS ACADEMY

January 18 - January 20, 2023

CITY MANAGERS CONFERENCE

February 8 - February 10, 2023

PUBLIC WORK OFFICERS INSTITUTE ACADEMY

March 8 – March 10, 2023

CITY ATTORNEYS' SPRING CONFERENCE

May 17 – May 19, 2023

MAYORS & COUNCIL MEMBERS EXECUTIVE FORUM

TBD

MAYORS & COUNCIL MEMBERS ADVANCED LEADERSHIP WORKSHOPS

TBD

ANNUAL CONFERENCE & EXPO

TBD (September 2023)

FIRE CHIEFS LEADERSHIP SEMINAR

TBD (December 2023)

MUNICIPAL FINANCE INSTITUTE

TBD (December 2023)

CITY CLERKS NEW LAW & ELECTIONS SEMINAR

TBD (December 2023)

NATIONAL LEAGUE OF CITIES

CONGRESSIONAL CITY CONFERENCE

March 26 – March 28, 2023

CITY SUMMIT

November 15 – November 18, 2023

CITY CLERKS ASSOCIATION OF CALIFORNIA

ANNUAL CONFERENCE
April 11 – April 14, 2023

INTERNATIONAL INSTITUTE MUNICIPAL CLERKS

ANNUAL CONFERENCE
May 14– May 17, 2023

NATIONAL ASSOCIATION OF LATINO ELECTED AND APPOINTED OFFICIALS

NATIONAL CONFERENCE
TBD (June 2023)

AMERICAN PUBLIC WORKS ASSOCIATION

PUBLIC WORK EXPO
August 27 – August 30, 2023

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

ANNUAL CONFERENCE
September 30 – October 4, 2023



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-499, **Version:** 1

200 Lincoln Ave City Hall and Rotunda Exterior Painting

Approve a Resolution authorizing an Agreement for Services with McLaughlin Paint, Inc. to paint the City Hall and Rotunda Buildings at a cost not to exceed \$115,000.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: PUBLIC WORKS, FACILITIES MAINTENANCE DEPT.

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: RONALD PATTERSON, FLEET MAINTENANCE MANAGER

TITLE: 200 LINCOLN AVE. EXTERIOR PAINT

RECOMMENDED MOTION:

It is recommended that City Council approve a resolution authorizing the City Manager to enter into an agreement with McLaughlin Painting for the exterior painting of the City Hall and Rotunda at a total cost not to exceed \$115,000.

RECOMMENDATION:

It is recommended that City Council approve a resolution authorizing the City Manager to enter into an agreement with McLaughlin Painting for the painting of the Rotunda and City Hall buildings at 200 Lincoln Ave. using funds from 5800.50.9875 for a total cost not to exceed \$115,000.

DISCUSSION:

This report explains why the building needs to be repainted and will further explain the choice of vendor.

BACKGROUND:

City Hall and Rotunda need to be repainted. There are several spots where repairs have been made that are unfinished or multi color. The upper portions of the building have mildew staining as well. The Rotunda and City Hall buildings are two different colors due to a repaint of the Rotunda years back. Painting of both buildings will certainly beautify the appearance but also ensure that the paint does not get to a condition where repainting requires extensive repairs first. The overall paint condition is still intact just very aged.

We reached out to three separate vendors to get pricing. We had no response from one and two provided quotes. We requested to have most of the paint work to occur on the weekend. This will reduce any chance of fumes getting into the building during operating hours. There will be a significant reduction in traffic around the building as well during the weekend. The two quotes we

obtained were \$151,580 from Master Painting and Coating and \$115,000 from Mclaughlin Painting, Inc.

The quote from Mclaughlin Paint, Inc. satisfies the purpose and requirements of Article III-A, Local Purchasing Preference of the Salinas Municipal Code.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

The requested Council action directly relates to Council's Strategic Plans or Goals of providing "Well Planned City and Excellent Infrastructure". The painting project will help ensure the exterior condition remains in good shape and in a presentable state.

DEPARTMENTAL COORDINATION:

Facilities in conjunction with Finance secured funding to get the necessary paint project completed.

FISCAL AND SUSTAINABILITY IMPACT:

Funds are appropriated and available in 5800.50.9875

ATTACHMENTS:

Council Resolution
Paint quote
Draft Services Agreement

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PAINTING OF CITY HALL AND ROTUNDA

WHEREAS, the paint work on 200 Lincoln Ave., including the Rotunda and City Hall, has exceeded its life expectancy and has had many patches over the years; and

WHEREAS, McLaughlin Painting, Inc provided a quote to paint both City Hall and Rotunda buildings at a cost not to exceed \$ 115,000; and

WHEREAS, sufficient funds are available in CIP 5800.50.9875 to complete this project.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Salinas Municipal Code sections 12-21 and 12-28.500 the Salinas City Council authorizes the City Manager to enter into an agreement with McLaughlin Painting, Inc to paint both the City Hall and Rotunda buildings at 200 Lincoln Ave. for a total cost not to exceed \$115,000.

PASSED AND APPROVED this September 20, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



McLAUGHLIN

PAINTING & WATERPROOFING

16020 Caputo Drive, Suite 200 Morgan Hill, CA 95037
P: 408-920-6119 | F 408-333-9979 | mclaughlinca.com | State Lic. #603069

7/29/2022

Ronald Patterson
Fleet and Facilities Manager
City of Salinas
426 Work Street
Salinas, CA 93901

RE: City of Salinas - 200 Lincoln Ave - City Hall Repaint – Revision_02

Exterior Proposal

We propose to prepare and paint the exterior of your building according to the following:

1. Rinse the exterior of the building using a chemical injection on all mildew so it does not grow back through the new coat of paint.
2. Caulk the significant cracks in the stucco with a high quality caulking and use a roller to feather it out to help hide the lines.
3. Spot prime the bare surfaces with a suitable exterior primer.
4. Clean up the loose paint chips.
5. Remove any loose, flaking rust and spot prime rusted areas with an exterior rust inhibitive primer.
6. Pull back the top layer of loose dirt or rocks by the foundation to paint to the bottom of the walls.
7. Use drop cloths to protect your plants, concrete and decks from paint splatters.
8. Mask the windows so they are completely covered with a translucent plastic.
9. Spray paint the body to be painted while keeping overspray off the surfaces that are not to be painted.
10. "Back roll" the paint on the siding while it is wet to work the paint into the surfaces.

Exterior Notes:

Please be advised about the below:

- Your windows may get dirty after pressure washing. We do not clean windows, but can recommend a window washer. Swallows and their mud nests that are on your building by law may not be removed from February 15th through Sept 1st. When painting these areas during the off season we will remove them, clean and paint the surfaces. During the bird nesting months will paint around the area.
- It is the owner's responsibility to trim the bushes so they are at least 3 inches away from the surfaces to be painted, trees 5' away from surfaces to be painted and to provide water and electricity
- Water damage to the structure during pressure washing due to poor construction is not the responsibility of McLaughlin
- Since stripping of old paint has not been included in the above specifications, McLaughlin will not be held responsible for peeling and/or bubbling of the old coats of paint
- Permit allowance is up to \$3000

- Bid is based on working Saturdays only with a start time of 7am.
- Bid is based on prevailing wage rates.
- Items visible from the ground level are only included in price
- Price is based on same color breaks
- Owner or owner's agent will provide all paint colors and product names with sheen from local paint supplier
- Walls inside of parking garage are not included. Painting of factory finished windows or factory finish surfaces, stainless steel handrails, not detached storage sheds located in between city hall and police station.

Options:

(Please initial the options you would like us to complete)

Option	Initial	Description	Amount
1		Body and Flashing Cap: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing. Lead Preparation Notes: Peeling Walls on Garage Ramp Use 4mill plastic to cover floors extended 10-15 feet away from walls. Scrape only loose/lifting paint. Contain all lead in plastic and dispose of lead correctly. While we are working with lead we will block off half of the drive way. All of our employees working in this area will use full Tyvek suits and half mask with proper filtration. Ramp Walls coming out of Parking Garage: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing.	\$92,256
2		Rotunda: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing	ADD: \$11,192
3		Permit Allowance:	ADD: \$3,000
4		Rooftop Standalone Walls and HVAC System: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing.	ADD: \$3912
5		Brown Handrails: Scrape loose paint to a tight surface not smooth. Spot prime over bare surfaces. Apply 1-2 full coats of Exterior Semi-Gloss Paint with color similar to existing.	ADD: \$3112

Payment Terms:

Progress billing will occur monthly for services performed. Payment of monthly billing is due 30 days from invoice date. If any subcontractors or vendors are included in this proposal, a 50% deposit will be billed at start of the job to be paid within 30 days of invoice date. Please note that if there is a dispute on work performed, the owner can only withhold payment for the work that is in dispute. If this contract is between us and a general contractor, our payment is not dependent on when/if the general contractor gets paid by their/the customer.

Additional Terms:

- This price may be withdrawn if not accepted within **30 days**
- All work is to be completed in a professional manner according to standard practices
- Scheduling: Will be discussed after contract is signed
- Completion Date: Will be discussed after contract is signed
- Pre-Liens: while it is typically McLaughlin's policy to avoid pre-liening customers. We cannot legally require our subcontracts/vendors to avoid pre-liens on your project.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The customer may cancel with a three-day time period of the signed date below. Payment will be made as outlined. By signing, signer agrees to pay either a \$75 minimum per month late charge or a 1 ½ % per month finance charge, whichever is higher on any amount 30 days past due. If payment is not made, a mechanic's lien could be placed on your property, and an additional \$550 fee charged to cover processing fees. By signing this contractor owner finds our current insurance policy to be of acceptable coverage. Any additional insurance requested would be at the cost for the additional insurance.

Signature of acceptance _____ Date _____

Submitted by: Alvaro Hernandez

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND MCLAUGHLIN PAINTING, Inc.**

CITY HALL PAINTING

THIS AGREEMENT is executed this 2nd day of September 2022, between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and McLaughlin Painting, Inc., a California Corporation (Hereinafter "Contractor").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: prepare and paint exterior of City Hall, 200 Lincoln Ave. Scope of work is further discussed in Contractor's Proposal dated 7/29/22, Attachment B. Attachment C further explains the requirement from the Department of Industrial Relations.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence 9/20/2022 and shall be completed by 6/30/2023 unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, in the amount not to exceed One Hundred Fifteen Thousand Dollars (\$115,000). Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

McLaughlin

By (Printed Name): Alvaro Hernandez

Its (Title): Project Manager

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

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. **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 Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor. General liability coverage can be provided in the form of an endorsement to the 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 **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 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

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. Contractor 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 Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Don Ramatici Insurance, Inc.
731A Southpoint Boulevard
Petaluma CA 94954

CONTACT
NAME: Jill Seymour
PHONE (A/C No. Ext): 707-782-9200 FAX (A/C No.): 707-782-9300
E-MAIL Address: jill@ramaticins.com

License# 0449871
MCLAPAI-01

INSURED
MCLAUGHLIN
16020 Caputo Drive
Morgan Hill CA 95037

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI Insurance Company	13056
INSURER B: Contractors Bonding And Insura	37206
INSURER C: Technology Insurance Company,	42376
INSURER D: Westchester Surplus Lines Insu	10172
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1794728809

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	RKA0400352	3/11/2022	3/11/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Y	Y	CKA0400492	3/11/2022	3/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CKA0400493	3/11/2022	3/11/2023	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4031031	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A D	Leased/Rented Equip Bus Pers Property Pollution Policy			RKA0400352 RKA0400352 G27467684	3/11/2022 3/11/2022 6/17/2022	3/11/2023 3/11/2023 6/17/2023	Limit 250,000 BPP Limit 550,000 Pollution Limit/Ded \$1M Occ/\$2M Agg/\$K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Salinas, its officers, officials, employees, and volunteers are listed as additional insured per attached: RGL350 08/17-GL AI, Ongoing, Compl Ops, Primary & Non-contributory & Waiver RAU300 01/17-Auto AI Primary & Waiver CG0001-Separation of Insureds IL0017 11/98-GL 30 Day WC00 03/13-WC Waiver *Excess Policy follows Form*

CERTIFICATE HOLDER

City of Salinas
200 Lincoln Ave
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

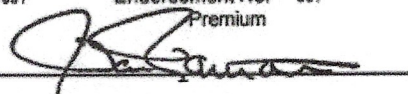
Endorsement Effective 10/01/2021
Insured

Policy No. TWC4031031

Endorsement No. 001
Premium

Insurance Company
Technology Insurance Company, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

Policy Number: CKA0400493

Contractors Bonding and Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include

Type of Coverage	Carrier	Eff. Date	Exp. Date	Limits
Business Liability	RLI Insurance Company RKA0400352	03-11-22	03-11-23	Occurrence \$ 1,000,000 Aggregate \$ 2,000,000
Business Auto Liability	Contractors Bonding and Insurance Company CKA0400492	03-11-22	03-11-23	\$ 1,000,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CBX 311 07 18

Page 1 of 1

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Policy Number: CKA0400492
McLaughlin

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees as Insureds

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement

that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Condition, 5. Transfer of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An "employee" of your is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, A. Coverage, 4. Coverage Extensions:

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400

for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, A. Coverage, 4. Coverage Extensions:

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

c. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this coverage extension.

L. Hired Car – Worldwide Coverage

The following is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

d. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:
 - (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

- (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
- (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph (2)(c) above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

- (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
- (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
- (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person / \$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above this insurance is not invalidated. However in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess, contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expense is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Cause of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition - Mental Anguish

The following is added to **SECTION V - DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITION paragraph H. "Insured contract" is modified as follows:

1. Paragraph H.3. is replaced by the following:
 3. Any easement or license agreement.
2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – WHERE REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (Optional)

Name of Additional Insured Persons or Organizations (as required by "written contract" per Paragraph A. below)	Locations of Covered Operations (per "written contract", provided the location is within the "coverage territory" of this Coverage Part)

A. WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Any person(s) or organization(s) whom you are required pursuant to a "written contract" to add as an additional insured on this policy; and
2. The particular person or organization, if any, scheduled above.

B. When required in the "written contract", the coverage provided to the additional insured under this policy shall be primary and non-contributory to the additional insured subject to the limitations set forth below.

C. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations as specified in the "written contract".

When required in the "written contract", the coverage provided to the additional insured by this endorsement will apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard".

2. The Limits of Insurance applicable to the additional insured are the lesser of the

available limits in this policy, or those limits you agreed to provide in the "written contract".

3. With respect to the coverage provided under this endorsement, the following duties are added to Section IV – Commercial General Liability Conditions, paragraph 2. Duties In The Event of Occurrence, Offense, Claim or Suit:

e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an "occurrence" to us which may result in a claim or "suit" under this insurance;
- (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

4. If required by the "written contract", we waive the right of recovery we may have against the additional insured to which this endorsement applies for payments we make for "bodily injury" or "property damage" arising out of "your work" on the "written contract".

5. Unless otherwise agreed in the "written contract", this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis that is available to the additional insured.

D. SECTION V – DEFINITIONS is amended to include the following definition:

Policy Number: RKA0400352

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement is:

1. Valid and legally enforceable;
2. Currently in effect or becoming effective

during the term of this policy; and

3. Executed prior to an "occurrence" resulting in "bodily injury" or "property damage" for which the additional insured seeks coverage under this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

RGL 350 08 17

RLI INSURANCE COMPANY
Includes copyrighted material of
Insurance Services Office, Inc., with its permission.

Page 2 of 2



McLAUGHLIN

PAINTING & WATERPROOFING

Attachment B

16020 Caputo Drive, Suite 200 Morgan Hill, CA 95037
P: 408-920-6119 | F 408-333-9979 | mclaughlinca.com | State Lic. #603069

7/29/2022

Ronald Patterson
Fleet and Facilities Manager
City of Salinas
426 Work Street
Salinas, CA 93901

RE: City of Salinas - 200 Lincoln Ave - City Hall Repaint – Revision_02

Exterior Proposal

We propose to prepare and paint the exterior of your building according to the following:

1. Rinse the exterior of the building using a chemical injection on all mildew so it does not grow back through the new coat of paint.
2. Caulk the significant cracks in the stucco with a high-quality caulking and use a roller to feather it out to help hide the lines.
3. Spot prime the bare surfaces with a suitable exterior primer.
4. Clean up the loose paint chips.
5. Remove any loose, flaking rust and spot prime rusted areas with an exterior rust inhibitive primer.
6. Pull back the top layer of loose dirt or rocks by the foundation to paint to the bottom of the walls.
7. Use drop cloths to protect your plants, concrete and decks from paint splatters.
8. Mask the windows so they are completely covered with a translucent plastic.
9. Spray paint the body to be painted while keeping overspray off the surfaces that are not to be painted.
10. "Back roll" the paint on the siding while it is wet to work the paint into the surfaces.

Exterior Notes:

Please be advised about the below:

- Your windows may get dirty after pressure washing. We do not clean windows but can recommend a window washer. Swallows and their mud nests that are on your building by law may not be removed from February 15th through Sept 1st. When painting these areas during the off season we will remove them, clean and paint the surfaces. During the bird nesting months will paint around the area.

- It is the owner's responsibility to trim the bushes, so they are at least 3 inches away from the surfaces to be painted, trees 5' away from surfaces to be painted and to provide water and electricity
- Water damage to the structure during pressure washing due to poor construction is not the responsibility of McLaughlin
- Since stripping of old paint has not been included in the above specifications, McLaughlin will not be held responsible for peeling and/or bubbling of the old coats of paint
- Permit allowance is up to \$3000
- Bid is based on working Saturdays only with a start time of 7am.
- Bid is based on prevailing wage rates.
- Items visible from the ground level are only included in price
- Price is based on same color breaks
- Owner or owner's agent will provide all paint colors and product names with sheen from local paint supplier
- Walls inside of parking garage are not included. Painting of factory finished windows or factory finish surfaces, stainless steel handrails, not detached storage sheds located in between city hall and police station.

Options:

(Please initial the options you would like to us to complete)

Option	Initial	Description	Amount
1	X	Body and Flashing Cap: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing. Lead Preparation Notes: Peeling Walls on Garage Ramp Use 4mill plastic to cover floors extended 10-15 feet away from walls. Scrape only loose/lifting paint. Contain all lead in plastic and dispose of lead correctly. While we are working with lead, we will block off half of the drive-way. All of our employees working in this area will use full Tyvek suits and half mask with proper filtration. Ramp Walls coming out of Parking Garage: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing.	\$92,256
2	X	Rotunda: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing	ADD: \$11,192
3		Permit Allowance:	ADD: \$3,000
4	X	Rooftop Standalone Walls and HVAC System: Paint with one coat of Kelly Moore's Exterior Low-Sheen Paint with color similar to existing.	ADD: \$3912
5		Brown Handrails: Scrape loose paint to a tight surface not smooth. Spot prime over bare surfaces. Apply 1-2 full	

	X	coats of Exterior Semi-Gloss Paint with color similar to existing.	ADD: \$3112
--	---	--------------------------------------------------------------------	--------------------

Payment Terms:

Progress billing will occur monthly for services performed. Payment of monthly billing is due 30 days from invoice date. If any subcontractors or vendors are included in this proposal, a 50% deposit will be billed at start of the job to be paid within 30 days of invoice date. Please note that if there is a dispute on work performed, the owner can only withhold payment for the work that is in dispute. If this contract is between us and a general contractor, our payment is not dependent on when/if the general contractor gets paid by their/the customer.

Additional Terms:

- This price may be withdrawn if not accepted within **30 days**
- All work is to be completed in a professional manner according to standard practices
- Scheduling: Will be discussed after contract is signed
- Completion Date: Will be discussed after contract is signed
- Pre-Liens: while it is typically McLaughlin's policy to avoid pre-liening customers. We cannot legally require our subcontracts/vendors to avoid pre-liens on your project.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The customer may cancel with a three-day time period of the signed date below. Payment will be made as outlined. By signing, signer agrees to pay either a \$75 minimum per month late charge or a 1 ½ % per month finance charge, whichever is higher on any amount 30 days past due. If payment is not made, a mechanic's lien could be placed on your property, and an additional \$550 fee charged to cover processing fees. By signing this contractor owner finds our current insurance policy to be of acceptable coverage. Any additional insurance requested would be at the cost for the additional insurance.

Signature of acceptance _____ Date _____
Submitted by: Alvaro Hernandez

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE

Labor Law Requirements

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form). **Penalties for failure to pay prevailing wages (for non-exempt projects)** and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's**

Electronic Certified Payroll Reporting (“eCPRs”) database (<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR’s website at: <http://www.dir.ca.gov/wpnodb.html>.
7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers’ Compensation:** Contractors and subcontractors must be properly insured for Workers’ Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-500, **Version:** 1

California Office of Traffic Safety Grant for the Selective Traffic Enforcement Program

Approve a Resolution accepting the 2023 California Office of Safety grant in the amount of \$160,000 for the Selective Traffic Enforcement Program.



CITY OF SALINAS COUNCIL STAFF REPORT

tonya

DATE: SEPTEMBER 20, 2022

DEPARTMENT: SALINAS POLICE DEPARTMENT

FROM: ROBERTO FILICE, CHIEF OF POLICE

BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR

TITLE: CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FOR
THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

RECOMMENDED MOTION:

A motion to approve a Resolution accepting the 2023 California Office of Traffic Safety grant for the Selective Traffic Enforcement Program (STEP) and authorize the execution of all grant acceptance documents.

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution accepting the 2023 California Office of Traffic Safety grant in the amount of \$160,000.00 for the Selective Traffic Enforcement Program (STEP) and authorize the execution of all grant acceptance documents.

EXECUTIVE SUMMARY:

The 2023 California Office of Traffic Safety grant for the Selective Traffic Enforcement Program (STEP) will provide much needed funds in the amount of \$160,000.00. These funds will be used to support targeted traffic enforcement and education to reduce the number of people killed and injured in traffic collisions, both alcohol-related and non-alcohol related. This grant will be used to fund police officer overtime for several types of traffic safety-related enforcement operations, to provide education to police officers to make them more effective traffic enforcers, and to provide education to the public to make them safer drivers and pedestrians.

BACKGROUND:

Annually the California Office of Traffic Safety (OTS) makes funds available to local agencies to further their traffic enforcement and education efforts. The Salinas Police Department (SPD) applied for and is tentatively awarded OTS grant funding in the amount of \$160,000.00 to aid in its efforts to reduce the number of people killed and injured in traffic collisions, both alcohol-related and non-alcohol related. SPD had received OTS grant funding for the last 9 years to support DUI and traffic enforcement through the Selective Traffic Enforcement Program (STEP).

This STEP grant will target problems that include speed violations, distracted driving, red-light violations, pedestrian/vehicle right-of-way violations, and enforcement at locations with a high instance of collisions and injuries. The grant will also provide funding for DUI saturation patrols, Distracted Driving patrols, and Sobriety Checkpoints.

The grant funds will enable SPD to employ “best practice strategies” on an overtime basis. To further deter serious traffic collisions, injuries and fatalities, the Police Department will use the grant funds to conduct traffic enforcement operations targeting distracted drivers and other violations that have shown to be the proximate cause of collisions in Salinas. The Police Department will also use the grant funds as reimbursement for training and travel expenses associated with the Department’s traffic enforcement efforts.

The grant period runs from October 1, 2022 through September 30, 2023.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

Approving the proposed Resolution is consistent with the City Council’s goal of Public Safety.

DEPARTMENTAL COORDINATION:

The Police Department will work with the Legal Department during approval, and with the Finance Department during implementation.

FISCAL AND SUSTAINABILITY IMPACT:

Proposed funding from the 2023 Office of Traffic Safety is \$160,000.00, all of which will be used to support the Salinas Police Department’s efforts to reduce the number of traffic collisions and fatalities. No matching funds are required from the City of Salinas to receive the grant funds. No impact to the City’s General Fund is anticipated with the recommended actions.

ATTACHMENTS:

2023 OTS-STEP Council Resolution
2023 OTS-STEP Draft Grant Agreement

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2023
CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FOR THE SELECTIVE
TRAFFIC ENFORCEMENT PROGRAM**

WHEREAS, a link between traffic enforcement and crime reduction has been proven; and

WHEREAS, increased traffic enforcement has been established as a priority for the City of Salinas; and

WHEREAS, the City of Salinas desires to implement an Office of Traffic Safety (OTS) grant called Selective Traffic Enforcement Program, to be funded by OTS; and

WHEREAS, the purpose of the Selective Traffic Enforcement Program is to identify and arrest drivers who are operating a motor vehicle under the influence of alcohol, target repeat DUI offenders, target distracted drivers and address other traffic problems throughout the City of Salinas shown to be the proximate cause of injury collisions by using “best practice strategies.” The program strategies include DUI checkpoints, DUI saturation patrols and other methods; and

WHEREAS, the City of Salinas has been tentatively awarded a grant of \$160,000 from OTS for the Selective Traffic Enforcement Program, contingent upon City’s good-faith effort to implement the 1-year grant by October 1, 2022.

NOW THEREFORE BE IT RESOLVED that the Salinas City Council authorizes the acceptance of funding in the amount of \$160,000 from the California Office of Traffic Safety for the Selective Traffic Enforcement Program and further authorizes the execution of all grant acceptance documents; and

BE IT FURTHER RESOLVED that this authorization shall include all aspects of program operation including any amendments during the grant period, and to certify that the City will comply with all applicable statutory or regulatory requirements related to said program.

PASSED AND APPROVED this 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

GRANT AGREEMENT

PT23163

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Salinas	3. Grant Period From: 10/01/2022 To: 09/30/2023
4. AGENCY UNIT TO ADMINISTER GRANT Salinas Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$160,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A – Problem Statement, Goals and Objectives and Method of Procedure Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* – OTS Grant Program Manual Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Robert Hampson TITLE: Sergeant EMAIL: roberth@ci.salinas.ca.us PHONE: (831) 758-7017 ADDRESS: 312 E. Alisal St. Salinas, CA 93901 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div> C. FISCAL OFFICIAL NAME: Mark Roberts TITLE: Finance Director EMAIL: markr@ci.salinas.ca.us PHONE: (831) 758-7420 ADDRESS: 200 Lincoln Avenue Salinas, CA 93901 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div>	B. AUTHORIZING OFFICIAL NAME: Steven Carrigan TITLE: City Manager EMAIL: steveca@ci.salinas.ca.us PHONE: (831) 758-7201 ADDRESS: 200 Lincoln Avenue Salinas, CA 93901 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div> D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu</p> <p>ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: CHDWBL29G9Z5</p> <p>REGISTERED</p> <p>ADDRESS: 200 Lincoln Ave</p> <p>CITY: Salinas</p> <p>ZIP+4: 93901-2639</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$160,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$160,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$160,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The City of Salinas is located in Central California and is the largest city in Monterey County with over 162,000 residents. The City is the 32nd largest in California based on population according to the League of California Cities. An undetermined number of undocumented immigrants come into the City on a seasonal basis, which causes the population to rise significantly for several months during the growing season. This makes it difficult to accurately assess the population.

The City of Salinas is approximately 23.45 square miles and has approximately 339 miles of roadway. U.S. 101 traverses the City running north and south. SR- 68 and SR-183 also run through Salinas. Partly because of this diverse network of roadways, Salinas experiences a high volume of traffic crashes. During the 2021 federal fiscal year there were 1,197 crashes, up slightly from 1,119 in 2020. Crashes reported in Salinas in FFY 2021 caused injuries to 660 people, compared to 633 persons in 2020. There were 6 fatal crashes claiming 6 lives. The 2021 numbers are almost the same as 2020. A further breakdown of crash reports shows 63 of the investigated injury crashes involved impaired drivers causing injuries to 79 persons.

The 2019 OTS crash rankings show Salinas improved in some traffic safety categories and has fallen back in others compared to 2017. Salinas barely moved in overall bicycle crashes going from 27th to 26th. Salinas moved from 7th to 8th in bicycle crashes for under 15. Salinas made headway in pedestrian safety, moving from 10th to 37th in injured pedestrian crashes. Salinas moved from 3rd to 8th in pedestrians under 15 with 10 injured or killed in pedestrian crashes.

The Salinas PD traffic unit has had a significant impact that will be demonstrated in future statistics. As patrol staffing allows, we will add motor officers to the traffic unit in 2022. Our efforts to hire police officers continues as we work to meet or exceed all grant goals in the coming year. The Department is encouraging patrol officers to concentrate more of their time on traffic enforcement. There is significant interest from patrol officers to work grant funded DUI and traffic enforcement overtime. The Department uses full-time and collateral traffic unit officers as well as patrol officers to conduct traffic enforcement operations using OTS grant funds. Salinas PD has been receiving a STEP grant since 2011. We have our own SFST instructor and recently hosted 2 SFST classes. Last year 2 officers were completed DRE training. Officers are becoming more interesting in working DUI and traffic enforcement.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives: 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to DRE Instructor training.	1
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
10. Conduct DUI Saturation Patrol operation(s).	35
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	28
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	8
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	6
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	3
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. 	

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.
- Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid

media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$104,000.00
402PT-23	20.600	State and Community Highway Safety	\$56,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-23	\$8,500.00	4	\$34,000.00
DUI Saturation Patrols	164AL-23	\$1,500.00	35	\$52,500.00
Benefits for 164AL OT @ 11.65%	164AL-23	\$86,500.00	1	\$10,077.00
Traffic Enforcement	402PT-23	\$1,000.00	28	\$28,000.00
Distracted Driving	402PT-23	\$1,000.00	8	\$8,000.00
Pedestrian and Bicycle Enforcement	402PT-23	\$1,000.00	6	\$6,000.00
Benefits for 402PT OT @ 11.65%	402PT-23	\$42,000.00	1	\$4,893.00
Category Sub-Total				\$143,470.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	\$3,107.00	1	\$3,107.00
				\$0.00
Category Sub-Total				\$3,107.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	\$4,023.00	1	\$4,023.00
PAS Device/Calibration Supplies	164AL-23	\$850.00	4	\$3,400.00
Radar Device	402PT-23	\$1,300.00	2	\$2,600.00
Lidar Device	402PT-23	\$1,700.00	2	\$3,400.00
Category Sub-Total				\$13,423.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$160,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 164AL OT @ 11.65% - Benefit breakdown:

OASDI = 6.2%

Med = 1.45%

WC = 4%

Total Benefits 11.65%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 402PT OT @ 11.65% - Benefit breakdown:

OASDI = 6.2%

Med = 1.45%

WC = 4%

Total Benefits 11.65%

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Law Enforcement Traffic Safety Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

Radar Device - To measure the speed of motor vehicles. This device will be used for speed enforcement.

Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to all subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-501, **Version:** 1

California Office of Traffic Safety Grant for the Pedestrian and Bicycle Safety Program

Approve a Resolution accepting the 2023 California Office of Traffic Safety grant in the amount of \$110,233 for the Pedestrian and Bicycle Safety Program.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: SALINAS POLICE DEPARTMENT

FROM: ROBERTO FILICE, CHIEF OF POLICE

BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR

TITLE: CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FOR THE
PEDESTRIAN AND BICYCLE SAFETY PROGRAM

RECOMMENDED MOTION:

A motion to approve a Resolution accepting the 2023 California Office of Traffic Safety grant for the Pedestrian and Bicycle Safety Program and authorize the execution of all grant acceptance documents.

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution accepting the 2023 California Office of Traffic Safety grant in the amount of \$110,233.00 for the Pedestrian and Bicycle Safety Program and authorize the execution of all grant acceptance documents.

EXECUTIVE SUMMARY:

The proposed resolution will provide much needed funds from the California Office of Traffic Safety (OTS) in the amount of \$100,000.00. This money will be used to reduce the number of persons killed and injured in collisions involving pedestrians and bicyclists. The funded strategies include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures will be conducted in areas with high numbers of pedestrian and/or bicycle related collisions. The focus areas will include communities with older adults, and school-aged children. If implemented in Salinas, the program will reach a third of all 2nd graders in the City of Salinas with pedestrian safety education and practice, and a third of all 5th graders with bike safety education and practice. The Salinas Police Department will partner with Ecology Action to perform activities under this grant.

BACKGROUND:

Annually the California Office of Traffic Safety (OTS) makes funds available to local agencies to further their traffic enforcement and education efforts. The Salinas Police Department (SPD) applied for and is tentatively awarded OTS grant funding in the amount of \$110,233.00 to aid in

its efforts to reduce the number of people killed and injured in pedestrians and bicyclists traffic collisions. SPD was previously awarded the grant for the Pedestrian and Bicycle Safety Program in 2019, 2020, and 2021. This will be the fourth consecutive year the grant is awarded, and the grant period runs from October 1, 2022 through September 30, 2023. As in previous years, the Salinas Police Department will subcontract with Ecology Action for the provision of grant activities.

In the three years of 2017-2019, a total of 245 pedestrians were injured in pedestrian-vehicle crashes. A total of 41 injuries (17%) involved ages under 18 years, and 20 injuries (8%) involved ages 65 and over. During the same time frame, there were 88 bicycle-vehicle collisions, with seven bicyclists under the age of 18 injured.

The lower number of injuries and deaths among pedestrians and bicyclists is encouraging, yet these data show Salinas continues to have a serious traffic safety problem that greatly affects children and youth. Residents may not fully understand traffic laws as they pertain to bicycles and pedestrians. Pedestrian, bicycle, and traffic safety in Salinas are exacerbated by language and cultural differences, a large transient population, and low education and high poverty levels. As the number of people engaging in outdoor activity is increasing, pedestrian and bicycle safety has never been more important to the community.

In addition to the educational components, this funding will be used to distribute bicycle safety items at community events or bicycle safety courses. The funding will pay for the distribution of 100 bicycle helmets at bicycle rodeos, workshops, and community events.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

Approving the proposed Resolution is consistent with the City Council Goal of Public Safety.

DEPARTMENTAL COORDINATION:

The Police Department will work with the Legal Department during approval, and with the Finance Department during implementation.

FISCAL AND SUSTAINABILITY IMPACT:

Proposed funding from the 2023 Office of Traffic Safety grant is \$110,233.00, all of which will be used to support SPD's efforts to reduce the number of traffic collisions and fatalities. No matching funds are required from the City of Salinas to receive the grant funds. No impact to the City's General Fund is anticipated with the recommended actions.

ATTACHMENTS:

2023 OTS-PBSG Council Resolution
2023 OTS-PBSG Draft Grant Agreement

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION THE ACCEPTANCE OF THE 2023
CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FOR THE
PEDESTRIAN AND BICYCLE SAFETY PROGRAM**

WHEREAS, Salinas has a high rate of vehicle collisions annually, with a large number involving pedestrians and bicyclists; and

WHEREAS, Salinas has great potential for walking and biking, and children and youth need education and support to do so safely; and

WHEREAS, the City of Salinas desires to implement an Office of Traffic Safety (OTS) grant called Pedestrian and Bicycle Safety Program, to be funded by OTS; and

WHEREAS, the purpose of the Pedestrian and Bicycle Safety Program is to reduce the number of injuries and deaths of pedestrians and bicyclists in traffic collisions through classroom education, bicycle rodeos, community events, presentations, and workshops; and

WHEREAS, the City of Salinas has been awarded a grant of \$110,233 from OTS for the Pedestrian and Bicycle Safety Program, contingent upon City's good-faith effort to implement the 1-year, grant, by October 1, 2022.

NOW THEREFORE BE IT RESOLVED that the Salinas City Council authorizes the acceptance of grant funding in the amount of \$110,233.00 from the California Office of Traffic Safety for Pedestrian and Bicycle Safety Program and further authorizes the execution of all grant acceptance documents; and

BE IT FURTHER RESOLVED that this authorization shall include all aspects of program operation including any amendments for this program during the grant period, and to certify the City will comply with all applicable statutory or regulatory requirements related to said program.

PASSED AND APPROVED this 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

1. GRANT TITLE Pedestrian and Bicycle Safety Program	
2. NAME OF AGENCY Salinas	3. Grant Period From: 10/01/2022 To: 09/30/2023
4. AGENCY UNIT TO ADMINISTER GRANT Salinas Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$110,233.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A – Certifications and AssurancesExhibit B* – OTS Grant Program ManualExhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Robert Hampson TITLE: Sergeant EMAIL: roberth@ci.salinas.ca.us PHONE: (831) 758-7017 ADDRESS: 312 E. Alisal St. Salinas, CA 93901 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Steven Carrigan TITLE: City Manager EMAIL: steveca@ci.salinas.ca.us PHONE: (831) 758-7201 ADDRESS: 312 E. Alisal St. Salinas, CA 93901 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Juan Carlos Amaya Hernandez TITLE: Accounting Manager EMAIL: juanh@ci.salinas.ca.us PHONE: (831) 758-7173 ADDRESS: 312 E. Alisal St. Salinas, CA 93901 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: CHDWBL29G9Z5 REGISTERED ADDRESS: 200 Lincoln Ave CITY: Salinas ZIP+4: 93901-2639
--------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$110,233.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$110,233.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$110,233.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

Salinas has a serious traffic safety problem that disproportionately affects children. Nearly one third of Salinas residents are children (under the age of 18), and sadly they represent more than one third of crashes involving bicyclists and pedestrians. Over the past 10 years 337 children have been hit and injured while walking or biking and 3 children have been killed. This traffic safety issue is widespread and apparent in every school district across the City.

Salinas has a high rate of vehicle crashes annually, with a large number involving pedestrians and bicyclists. According to the 2018 OTS rankings (the most recently available), the city of Salinas was ranked just 3rd in the state amongst similar sized cities for the most pedestrian crashes for pedestrians under 15 years of age, with a total of 15 victims injured or killed. Our city ranked 10th for overall pedestrian crashes with a total of 86 victims killed/injured. Salinas ranked 7th worst in the state of similar sized cities for bicyclists under the age of 15 injured/killed with 7 victims.

In January-December 2019, there were 1228 crashes with nearly half of them, 594, involving injuries and ten of them with fatalities; 11 people were killed and 817 were injured. Pedestrians accounted for five (45%) of the fatalities.

The number of crashes jumped 42% from 2017 to 2018, from 862 crashes in 2017 to 1228 the following year. Salinas's population places it at the smaller end of the 58 cities in its OTS Rankings grouping. In 2016, it ranked 44th in crashes involving pedestrians and 49th in crashes involving pedestrians under 15. Salinas ranked 36th in crashes involving bicyclists and 26th in crashes involving bicyclists under 15.

In the three years of 2016-2018, 18 pedestrians were killed by vehicles and three of them were under 18. 237 pedestrians were injured, with 42 under 18. In February 2018, two elementary-aged siblings were hit by a pickup truck while crossing the street in a crosswalk during the morning commute window. Also in 2016-2018, there was one adult bicyclist killed in a bike-vehicle accident. There were 115 bicyclists injured in crashes with vehicles, seven of them youth under 18. These data are presented in the attached Traffic Data Summary.

These data show Salinas has a serious traffic safety problem that greatly affects children and youth. Residents may not fully understand traffic laws as they pertain to bikes and pedestrians, and language and cultural differences exacerbate this problem. With a population of 157,596, Salinas is largely a Spanish-speaking community, 76% of residents are Latino, 14% are white, 6% Asian, 2% African American, 1% American Indian and 1% Other. Salinas is the largest city in the Monterey Bay region, the county seat and is the commercial and residential hub of the Salinas Valley. Salinas residents struggle to afford the high cost of housing, childcare, and transportation, with 13 Census Tracts in Salinas that have a median household income at or below the 80% statewide median income. This has resulted in neighborhoods that are overcrowded and households that have limited or no access to a vehicle. According to the California State Ed Data site, on average 77% of students in all four Salinas School Districts qualify for Free and Reduced Meals, (a sign of low income status). Many Salinas school children will be the first in their family to receive a high school education and have no choice other than to walk or bike to and from school. Salinas has great potential to increase safe walking and biking, and children and youth need education and support to do so safely. Salinas has a year-round climate that is mild and ideal for active transportation. Most schools are situated in or near high density neighborhoods and within one to two miles of their students' homes.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.

4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.
3. Conduct pedestrian and/or bicycle safety presentations at community groups with an effort to reach individuals.
4. Conduct pedestrian and/or bicycle safety presentations with an effort to reach youth.
5. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility.
6. Participate in Safe Routes to School coalition meetings.
7. Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS.
8. Conduct bicycle rodeos with an effort to reach individuals.
9. Distribute and properly fit bicycle helmets at no cost to community members in need, at bicycle rodeos, schools, workshops, and community events.
10. Purchase bicycle helmets.
11. Conduct bicycle helmet inspections and make necessary adjustments at no cost for community members in need at schools and community events.
12. Conduct bicycle rodeos with an effort to reach youth.
13. Conduct pedestrian Walking Field Trips or on-foot safety training with an effort to reach youth.
14. Execute subcontract referenced in the budget. Prior to finalizing the subcontract, grantee will work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide status and ETA.

Target Number

1

4

4

57

1

12

2

0

80

80

1

27

30

1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.

- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PS-23	20.600	State and Community Highway Safety	\$110,233.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
2-part Pedestrian Traffic Safety Education	402PS-23	\$1,643.00	30	\$49,290.00
2-part Bicycle Traffic Safety Education	402PS-23	\$1,909.00	27	\$51,543.00
Adult-Focused Cycling/Pedestrian Safety Workshops	402PS-23	\$1,850.00	4	\$7,400.00
Bicycle Helmets	402PS-23	\$15.00	80	\$1,200.00
Pedestrian/Bicycle Safety Items	402PS-23	\$800.00	1	\$800.00
Category Sub-Total				\$110,233.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$110,233.00

BUDGET NARRATIVE

PERSONNEL COSTS

-

TRAVEL EXPENSES

-

CONTRACTUAL SERVICES

2-part Pedestrian Traffic Safety Education - In-Person 2-Part Pedestrian Traffic Safety Activity consisting of classroom education followed by walking Field Trip or other on-foot training.

2-part Bicycle Traffic Safety Education - In-Person 2-Part Bicycle Traffic Safety Activity consisting of classroom education followed by Bike Rodeo with on-bike traffic training.

Adult-Focused Cycling/Pedestrian Safety Workshops -

Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed an average price of \$15, including shipping, handling and tax. More expensive helmets may be purchased if approved by OTS.

Pedestrian/Bicycle Safety Items - Cost may include reflective arm and leg bands, tape, zipper pulls, bicycle headlights/taillights, and reflectors to be distributed at no cost during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility. Additional items may be purchased if approved by OTS.

EQUIPMENT

-

OTHER DIRECT COSTS

-

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to all subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-505, **Version:** 1

2022 California International Airshow Permit at the Salinas Municipal Airport

Approve a Resolution approving the Airport Use Permit for the 2022 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport.



CITY OF SALINAS

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: PUBLIC WORKS, AIRPORT DIVISION

FROM: DAVID JACOBS, PE, LS, DIRECTOR

BY: BRETT J. GODOWN, C.M., C.A.E., AIRPORT MANAGER

TITLE: 2022 CALIFORNIA INTERNATIONAL AIRSHOW PERMIT AT
THE SALINAS MUNICIPAL AIRPORT

RECOMMENDED MOTION:

A motion from City Council approving the Airport Use Permit for the 2022 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport, in accordance with the terms of said permit.

RECOMMENDATION:

It is recommended the City Council approve the Airport Use Permit for the 2022 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport.

BACKGROUND:

The 41st California International Airshow is scheduled to take place at the Salinas Municipal Airport on October 8 and 9, 2022. This year's airshow will feature the Royal Canadian Airforce Snowbird Demonstration Team, the United States Airforce F-35A II Demonstration Team, and several other aircraft acts and displays. The California International Airshow has been showcasing aviation excellence for over 40 years while at the same time raising over \$9 million for local charities.

Utilizing all volunteers and service groups from the community, the organization each year plans and executes the event that entertains 25,000 to 30,000 spectators annually. The top military and civilian performers in the United States and Canada thrill and inspire the crowds. Over 100 static aircraft, exhibits and displays are available for Airshow fans to enjoy during their experience. The goal each year is to produce an event that will be family-oriented, educational, and entertaining for the whole family. In addition to its main goal of raising money for charity, the airshow's charter also emphasizes volunteerism and community involvement, family-oriented entertainment, aviation and its contributions to the American way of life, and pride in our nation and its military.

To most of Monterey County and the Central Coast, the California International Airshow represents a homegrown community event based in Salinas that is a spectacle of fun and

entertainment. To the City of Salinas, it is an annual economic infusion of millions of dollars to the local economy. The airshow event planning process never ends; at the completion of each annual event, the event planners begin preparing for the next year's event. The hosting of the Airshow is in the best interests of general aviation and the Airport, with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations.

At the August 25, 2022, Airport Commission meeting, the Commission recommended City Council approve the Airport Use Permit for the 2022 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport.

ANALYSIS:

Permit:

The attached Permit is essentially the same as those approved in previous years but with minor modifications. The Permit requires a \$10,000,000.00 Air Meet Liability Insurance Policy and includes an authorization for various street closures and specific operational provisions. Typically, only one other City Permit, a Special Events Permit, is required for the event. Once completed, the Special Events Permit becomes the "Exhibit A" document referenced in the Airshow Permit. The Airport Use Permit is being presented to the Airport Commission for review without the Special Events Permit because 1) All Airport use issues are covered in the Airshow Permit and the Special Events Permit covers City Streets and facilities and therefore does not come under Airport Commission review; and, 2) Timing is such that the Airport Use Permit needs to advance through the Airport Commission in order to gain overall Permit approval prior to the Airshow.

In-Kind Contribution:

Airport Staff recommends waiving the \$37,500.00 Airport Permit Fee. Additionally, staff recommends not billing any staff time associated with the airshow. Typically, staff time billed to the airshow is less than \$1,300.00 per year.

Salinas Pilot Association (SPA) Donation:

The Airshow Organization is continuing to honor the fundraising clause in the agreement for the Salinas Pilot Association (SPA). The Monterey County Airshow Association, Inc. will donate \$2,500.00 (cash donation) to SPA for volunteer services rendered during the airshow period. In consideration for the \$2,500.00 donation, SPA will provide transient aircraft parking services and shuttle services for transient aircraft airshow attendees and airshow volunteers parking on the south side of the airport.

City of Salinas Booth Space:

In consideration for waiving the Airport's \$37,500.00 Permit Fee, the Airshow Association has agreed to provide the City of Salinas, at no charge, three (3) Booth Spaces for promoting and enhancing the Airport and City of Salinas' community outreach.

CEQA/NEPA CONSIDERATION:

The City of Salinas has determined that the proposed action is not a project and therefore exempt as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

Approval of the 2022 California International Airshow permit complements Salinas City Council's economic development and public safety 2022-2025 Strategic Goals and Strategies.

FISCAL AND SUSTAINABILITY IMPACT:

Staff recommends waiving the \$37,500.00 Use Permit Fee. Staff recommends the Airport Enterprise Fund absorb staff time associated with the 2022 California International Airshow.

The economic-financial impact of the Airshow is hard to quantify without procuring economic impact analysis services. Money spent by the Monterey County Airshow Association, Inc. hosting the Airshow and patrons of the event contribute to the local economy and to the local tax base. Past performance indicates the annual Airshow drives hundreds of thousands of dollars in economic impact to the local economy. Additionally, the Monterey County Airshow Association, Inc. has contributed in excess of \$9 million dollars to charities over the last 40 years.

DEPARTMENTAL COORDINATION

The Use Permit has been reviewed as to form by the City Attorney's office. Public Works, Police Department, and Fire Department participate in the planning and execution of the Airshow.

ATTACHMENTS:

2022 Airport Use Permit to Conduct Air Shows at the Salinas Municipal Airport
Resolution - 2022 Airport Use Permit to Conduct Air Shows at the Salinas Municipal Airport

RESOLUTION NO. _____ (N.C.S.)

**RESOLUTION APPROVING THE ISSUANCE OF AN AIRPORT USE PERMIT AND
WAIVING THE AIRPORT USE PERMIT FEES FOR MONTEREY COUNTY
AIRSHOW ASSOCIATION, INCORPORATED FOR THE 2022 CALIFORNIA
INTERNATIONAL AIRSHOW
AT THE SALINAS MUNICIPAL AIRPORT**

WHEREAS, the City of Salinas is the owner of that certain public airport known as the Salinas Municipal Airport (“Airport”); and

WHEREAS, the Monterey County Airshow Association, Incorporated (“Airshow Association”), desires to conduct the 2022 California International Airshow at the Airport; and

WHEREAS, the staging of said Airshow is in the best interest of general aviation and the public with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations; and

WHEREAS, the City of Salinas desires to grant the Airshow Association the right to utilize the Airport, adjoining public streets, and facilities used in conjunction with the Airshow pursuant to the terms of an Airport Use Permit, for the conducting of the 2022 California International Airshow; and

WHEREAS, the City of Salinas desires to support the Airshow’s activities by waiving the Airport Use Permit Fees; and

WHEREAS, at the August 25, 2022, Airport Commission meeting, the Airport Commission recommended approval of the Airport Use Permit and the waiving of the Airport Use Permit Fees, totaling \$37,500.00, for the Monterey County Airshow Association, Incorporated for the 2022 California International Airshow at the Salinas Municipal Airport.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS that the attached Airport Use Permit (“Permit”) is hereby approved and further, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas as its act and deed, to execute and issue such Permit; and

PASSED AND APPROVEDs this 20th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**PERMIT TO CONDUCT AIR SHOWS
AT THE SALINAS MUNICIPAL AIRPORT**

THIS PERMIT is issued by the **CITY OF SALINAS**, a California charter city and municipal corporation, hereinafter referred to as “City,” to the **MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED**, a California Nonprofit Corporation doing business as the **CALIFORNIA INTERNATIONAL AIRSHOW**, hereinafter referred to as “Permittee.”

WITNESSETH

WHEREAS, City is the owner of that certain public airport known as the Salinas Municipal Airport (“Airport”) located in the City of Salinas, County of Monterey, California; and

WHEREAS, it is the desire of Permittee to use said Airport for the purpose of preparing for and conducting the 2022 California International Airshow (“Airshow”); and

WHEREAS, the staging of said Airshow is in the best interests of general aviation and the public with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations.

NOW, THEREFORE, this Permit is provided upon the following terms and conditions:

TERMS

1. SCOPE OF PERMIT

City hereby grants Permittee the right to utilize portions of the Airport and adjoining public streets and facilities used in conjunction with the Airshow, for the staging and conducting of the Airshow and for purposes incidental thereto as further described below and for no other purpose unless granted, in writing, by City.

2. NATURE OF INTEREST GRANTED

It is specifically understood and agreed by the parties hereto that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor, it being the intention of the parties that this Permit is merely for the purpose of allowing Permittee to use portions of the Airport and

the facilities thereon on a temporary basis for the purposes of staging and conducting the Airshow and activities related and incidental thereto.

3. TERM

This Permit shall allow Permittee to utilize portions of the Airport pursuant to the terms and conditions of this Permit for a fifteen (15) day period beginning on the Saturday, October 1, 2022, through Saturday, October 15, 2022.

4. FEE

The Airport Administrative Fees for this permit are being waived. The total fees being waived are \$37,500.00 for the use of the airport during the permitted period. The permittee will be billed and agrees to pay for repair or replacement of any Airport equipment, facilities, or property damaged as a result of Airshow operation and/or the Permittee's use and occupation of the Airport during the term of this Permit. Additionally, in consideration of the Fee Wavier, the Permittee agrees to terms and conditions of Section 31, Sponsorship, of this agreement.

5. OBLIGATIONS OF PERMTITEE

A. FAA Approval. Approval of the Federal Aviation Administration (FAA) must be obtained by Permittee for all phases of the Airshow, as evidenced by a Certificate of Waiver or Authorization, a copy of which must be provided to City at least fifteen (15) days prior to the effective date of this Permit.

B. Fencing. Construction of temporary fencing in addition to any existing permanent fencing will be permitted, subject to prior approval of City's Airport Manager as to type of fence mounting and location of fences and access gates. Temporary fencing may be anchored to permanent fence corners provided that such attachment in no way alters or damages any permanent fence structure and all attaching devices are removed with the temporary fence. Permittee shall install temporary fencing around the perimeter of the Jet West maintenance hangar and adjacent ramp area, prior to any activity conducted in the Jet West maintenance hangar. Permittee shall install temporary fencing around the western perimeter of the Serv Aero facility (area sublet by Airmotive Specialties) and adjacent ramp area, prior to commencement of airshow activities on

Saturday. Also, temporary fencing will be placed around all lighting equipment left in place behind the crowd line and any other area deemed necessary by the City's Airport Manager.

C. Security. Permittee shall provide, at its own expense, sufficient security personnel to protect general aviation aircraft based at the Salinas Airport during the term of this Permit, whenever such aircraft are located in other than the regularly assigned tiedown location. Such sufficiency shall be determined by City's Police Department and any recommendations from City's Police Department regarding security activities shall be followed. Permittee shall provide security for all Airport buildings, facilities, equipment, and property during the periods when the Airport is open to Airshow spectators. Permittee will also provide security for transient aircraft, Airshow participating aircraft, and vehicles and equipment that are participating in the Airshow during the period of this Permit.

D. Crowd Control. Permittee shall furnish such personnel as are necessary to enable the public to park, give traffic directions, and provide crowd control. Crowd control barriers shall be in place before any Airshow activity takes place on the Airport.

E. Water, Sanitary, and First Aid Facilities. Permittee shall provide at its own expense such water, sanitary, and first aid facilities as are deemed necessary by Monterey County Health Department to accommodate expected crowds.

F. Temporary Living Facilities. Except as hereinafter provided, camper trucks, trailers, and/or other temporary living facilities may be utilized in any areas designated by the Airport Manager. By way of this Permit, if Permittee authorizes overnight stays, Permittee shall provide continuous security patrols of the overnight stay area between the hours of 7:00pm and 7:00am.

G. Fire Protection and Aircraft Rescue Equipment. Permittee shall furnish and be responsible for any and all such fire protection and aircraft crash rescue equipment and services as are deemed necessary by the City and the FAA.

H. Repair and Maintenance of Airport Property. Permittee shall be responsible for the repair and maintenance of any buildings, facilities, equipment or property of the Airport impacted by operations under this Permit. Immediately subsequent to the close of the Airshow and not later than the Monday (5:00pm)

following event, Permittee shall clean the entire area used by it, shall remove any and all debris and trash, and shall restore the area insofar as possible to the condition existing immediately prior to the commencement of the Permittee's operations as allowed by this Permit. The aircraft parking ramps southeast of the Airport Terminal Building, both based and transient aircraft ramps will be cleared not later than the Monday (5:00pm) following the event, so as to permit use of the ramp for aircraft parking. If, in the opinion of City's Airport Manager, the repair, maintenance, cleaning, and trash removal requirements have not been accomplished satisfactorily, City may, after notification of Permittee, cause such repair, maintenance, cleaning, and trash removal to be made at Permittee's expense. The cost of such work shall be billed separately.

I. Licenses and Permits. Permittee shall obtain and bear the expense of all licenses, permits, and other authorization required by any and all applicable agencies. Pyrotechnic permits will be obtained from the City and State of California when required. Permittee shall pay promptly and discharge all lawful taxes and assessments which may be levied by the federal, state, county, city or other tax levying body on any taxable interest of Permittee as well as all taxes and assessments on taxable personal property of whatever nature owned by Permittee and located on the Permit premises. Permittee shall promptly pay all excise, license, and permit fees of whatever nature applicable to the operation of Permittee's business.

J. Permit to Conduct Airshow. When this Permit is approved by the Salinas City Council, it shall be deemed a permit issued by the Community Development Director in lieu of a Temporary Land Use Permit, as required under Section 37-50.300 of the City's Zoning Code.

K. Spectator Parking. It is understood and agreed that certain portions of the Airport will be utilized for parking of spectator operated private vehicles. Permittee agrees that all such vehicles parked on Airport premises, inside the security fence, will be removed from said area not later than 6:00 p.m. of any day when parking has been authorized by City's Airport Manager. However, the Permittee will ensure that all vehicles are removed from the Airport within two (2) hours after activity ends. Permittee will be prepared to move said vehicles to an area outside the security fence if they remain after the time specified above. Permittee will be responsible for advising all vehicle operators of this provision. If vehicles are not removed by Permittee as

agreed in this section, such vehicles will be removed at the direction of Airport management and Permittee shall be held responsible for the costs and charges associated with such removals.

L. Transient Aircraft. Transient aircraft are authorized to park overnight in areas designated by City's Airport Manager, who will collect overnight tiedown fees as appropriate.

M. Street Closure. Permittee agrees to abide and comply with the Street Closing Permit attached hereto, marked Exhibit A, and incorporated herein by reference.

N. Costs Associated with Airshow Production. Permittee shall bear all costs connected with staging of the Airshow and activities incidental thereto. The sole function of City is to provide the necessary facilities and areas and to enforce the provisions of this Permit.

6. OBLIGATIONS OF CITY

A. City shall make available for use, by Permittee, City owned and controlled buildings, land, personal property, and equipment necessary to facilitate the Airshow for which the City may charge a fee in addition to the Permit Fee.

B. It is recognized that the nature of the Airshow precludes normal general aviation and public use of the Airport during the Airshow events. Therefore, City shall close the Airport to all general aviation aircraft during the period that the Airshow is actually in progress, provided however that locally based aircraft and transient aircraft shall be allowed to operate when scheduled Airshow events are not taking place. Permittee shall not interfere with the regular operation of tenants doing business on the Airport.

7. OPERATIONAL PROVISIONS

A. Traffic Control. All barricades on City streets at critical intersections shall be staffed by Airshow personnel. Airshow will pay for all Salinas Public Works services related to the Airshow, including but not limited to: delivery/removal and utilization of barricades, cones, and other traffic control equipment; garbage/debris removal; sweeping and sanitation; and traffic control and guide signs. Permittee shall furnish such personnel as are necessary to enable the public to park, give traffic directions, and provide crowd control. The Salinas Police Department is responsible for determining the appropriate personnel required at critical

intersections, the exact hours, and number of personnel necessary to safely and efficiently manage traffic control for this event.

B. Staffing by Salinas Police Department. Police staffing shall be consistent with the City's current salary schedule and labor agreements. The exact hours and number of law enforcement personnel needed for traffic control and other duties will be determined by the Police Department prior to and during the Airshow.

C. Security. Permittee shall provide private security on the Airport inside the Airport security fence on all days of Airshow activity attended by the general public, as required in section 5 of this Permit.

D. Airshow Communications Command Post. Permittee shall establish an Airshow Communications Command Post from which all of its efforts in regard to the Airshow and this Permit shall be coordinated. A Salinas Police Department representative shall be present at the Airshow Communications Command Post each day at Permittee's expense.

E. Airshow Bank. One uniformed Salinas Police Officer will be present at the Airshow bank each day at Permittee's expense.

F. Emergency Services Communications Plan. Permittee shall establish in coordination with the Salinas Fire Department, a communications plan to include emergency services.

G. Incident Command Center. Permittee shall provide an area for location of an Incident Command Center, as required by Salinas Fire Department.

H. Parking of Fire Department Apparatus. Permittee shall provide area for parking of fire apparatus at the Airport.

I. Emergency Notification List. Permittee shall provide a current emergency notification list to the City prior to the commencement date of this Permit.

J. Emergency Response Location Grid. Permittee shall provide an accurate Airport emergency response location grid map to the City prior to the commencement date of this Permit.

K. Access to Fire Access Roads and Gates. Permittee shall ensure that fire access roads and gates remain clear and accessible throughout the Airshow.

L. Fire Prevention Activities in Cooking Booths. All cooking booths or areas shall have at least one 2A10BC fire extinguisher available, as determined by the Fire Marshall, if an open flame device will be used for cooking purposes. No open flame device may be used for any purpose other than cooking.

8. SAFETY

A. Safety shall be of primary importance to this event. Anyone who flies in a manner and style not considered to demonstrate good airmanship and safety shall be barred from any further activities. It shall be the duty of Permittee to ensure that safety and good airmanship of all Airshow performers will be observed at all times and Permittee shall take any and all steps necessary, including prohibition of flying, in the event Permittee determines that good airmanship and safety are being threatened or compromised. In the absence of the FAA monitor or Permittee supervision, and when City's Airport Manager is of the opinion that Permittee is unable to fulfill said requirements of good airmanship and safety, the Airport Manager shall stop all Airshow connected activity until the unsafe or unsatisfactory condition is corrected. Other applicable enforcement agencies shall have full authority to order stoppage or direct correction of any unsafe condition or practice observed on or over the Airport.

B. No person shall operate a motor vehicle of any kind on the Airport in a negligent or reckless manner. The speed limit on the Airport is a speed consistent with the variable weather conditions of the area being traversed and common sense and good judgment, but in no case greater than 15 MPH. No person shall cross any Airport runway, whether in a vehicle or otherwise, without having first obtained permission from the Air Traffic Controller, except when the runway has been officially closed by the City's Airport Manager and the person has been notified of that status before each runway crossing.

9. INSURANCE

A. Permittee shall at its sole expense, throughout the duration of this Permit, maintain commercial general liability and property damage insurance, including but not limited to premises and automobile, and Air Meet liability insurance, covering all operations of the Permittee, its agents and employees, performed in connection with this Permit, including but not limited to set up of premises, practices, performances, cleanup

and dismantling, and any pyrotechnic displays or demonstrations. Such insurance coverage shall be in the amounts and according to the conditions provided as follows:

(1) Air Meet. A \$10,000,000 Air Meet Liability Occurrence All Risk Policy on a standard policy form which includes, without limitation, the following coverages:

- a. Grandstand liability, if grandstands are to be used;
- b. Non-owned automobile liability for Airshow activities;
- c. Pyrotechnics liability; and
- d. The City of Salinas, along with its employees, officers, agents, representatives, boards, commissions, and commissioners shall be named as additional insureds by endorsement to the Air Meet liability insurance policy.

(2) General Liability. A \$2,000,000 commercial general liability insurance policy on a per occurrence basis, which includes, without limitation, the following coverages:

- a. Bodily injury;
- b. Property damage;
- c. Personal injury and advertising;
- d. Auto liability, including non-owned auto liability;
- e. Parking liability;
- f. Products/completed operations;
- g. Liquor legal liability;
- h. Host liquor liability;
- i. Contractual Liability; and
- j. The City of Salinas, along with its employees, officers, agents, representatives, boards, commissions, and commissioners shall be named as additional insureds by endorsement to the general liability insurance policy.

(3) All insurance companies affording coverage to the Permittee shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact the

business of insurance in the State of California. And insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

- (4) Each insurance policy required shall provide that the coverage shall not be canceled or reduced in coverage except with notice to the City of Salinas. For the purposes of this notice requirement, any cancellation or reduction in coverage shall be considered a material change and subject this Permit to cancellation.
- (5) Permittee shall provide evidence of compliance with the insurance requirements listed above by providing to the City certificates of insurance and endorsements, in forms satisfactory to the City, at least fifteen (15) days prior to the effective date of this Permit. No material change in coverage or cancellation may be made after that time.

If any policy has an aggregate limit or for some other reason the total amount of the limits of any policy are not available to cover indemnification obligations and/or losses described in this Permit, the insurance certificate(s) shall also state the unpaid limits of the policy.

Certificates of insurance shall identify any deductible amounts. All deductibles must be in amounts acceptable to City.

- (6) Permittee's coverage shall be primary coverage as respects the City. Any insurance or self-insurance maintained by the City shall be excess of the Permittee's insurance.
- (7) Maintenance of insurance by the Permittee as specified in the Permit shall in no way be interpreted as relieving the Permittee of any responsibility whatsoever and the Permittee may carry, at its own expense, such additional insurance as it deems necessary.
- (8) In the event of cancellation of any of the required insurance, this Permit is immediately null and void and Permittee shall immediately cease all operations under this Permit and vacate the Airport premises.
- (9) Permittee hereby grants to City a waiver of any right to subrogation which any insurer of Permittee may acquire against the City by virtue of any payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

B. Prior to the commencement of any and all activities pertinent to the granting of the Permit and/or its rights and privileges (including set-up of premises, practices, performances, clean-up, and dismantling), Permittee shall ensure that all of its employees and/or all employees of any contractors of Permittee, are covered by Workers' Compensation insurance with statutory limits as well as Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease, for any person injured while performing any work incidental to the work in or on the Airport. Permittee hereby waives any rights of subrogation against the City. Permittee shall file a certificate evidencing such coverage as well as a waiver of subrogation endorsement on a form satisfactory to City.

C. Permittee shall require that all contractors and/or concessionaires maintain liability insurance, including aircraft liability insurance when applicable, and provide certificates of insurance to the Permittee evidencing such insurance in an amount no less than \$1,000,000 per occurrence for bodily injury and property damage liability which name the City of Salinas, its employees, officers, agents, representatives, boards, commissions and commissioners, and the Permittee, as additional insureds by endorsements with occurrence form coverage, in amounts, determined appropriate by the City and Permittee, to the product or service being provided by the concessionaire.

10. HOLD HARMLESS/INDEMNIFICATION

Permittee shall indemnify, defend, and save the City, its officers, employees, agents, and representatives harmless against any and all claims for damages to all persons or property arising from Permittee's execution of the activity, or otherwise by the conduct of the Permittee, its officers, employees, agents, concessionaires, subcontractors or others (including the active and passive negligence of the City, its officers, agents, and employees), in connection with the execution of the activities covered by this Permit and any and all costs, expenses, attorneys' fees, and liability incurred by the City, its officers, agents, employees, or representatives in defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the willful misconduct of the City, its officers, agents, or employees. Further,

Permittee shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, representatives, and employees. This section specifically includes any liability arising out of or in connection with separate agreements that City may execute with third parties for services, volunteer or otherwise, relating to or in support of Airshow events including, but not limited to, preparation, set-up, and clean-up work and activities.

Further, Permittee agrees to save, indemnify, defend, and hold harmless the City, its officers, employees, and agents against all liabilities, judgments, costs, and expenses, which may accrue against City as a consequence of granting permits and agreements to Permittee and from Permittee's compliance with the provisions of the City's rules, regulations, resolutions, and ordinances. Permittee shall reimburse the City for all costs and expenses (including but not limited to fees and charges of attorneys and other professional and court costs) incurred by the City in enforcing the provisions of this Section.

11. NO DEMANDS UPON CITY

Permittee shall be deemed to have accepted the condition of the Airport premises prior to its occupation and use thereof for the purposes of this Permit and shall make no demand upon City for any alterations, repairs or construction.

12. USE OF SALINAS MUNICIPAL AIRPORT

Permittee may use such areas and facilities at the Airport as are designated by the City's Airport Manager. Permittee shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for operations as allowed by this Permit, including controlling the ingress and egress of the public and Airshow participants. Said temporary facilities and/or structures must be satisfactory to the City's Airport Manager. Upon the request of the City's Airport Manager, Permittee shall remove said temporary facilities and/or structures.

13. DAMAGE TO SALINAS MUNICIPAL AIRPORT

Permittee shall cause to be repaired at its own expense, any and all damage to the property of the City or to the property of others on the Airport, which damage has been caused by Permittee, its agents, employees or others who may be on the Airport for any purpose connected with the staging and operation of the Airshow,

including patrons of the Airshow. This provision applies to all aircraft moved from its normal and regular tiedown or parking space to make room for Airshow activity, until returned to its normal and regular tiedown or parking space. The Permittee accepts full legal liability and responsibility for all aircraft while located at other than its regular tiedown location until forty-eight (48) hours after the tiedown ramp has been vacated by Airshow facilities.

14. HAZARDOUS SUBSTANCES

A. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify City in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the Airport.

B. Prior to the expiration of this Permit, Permittee shall at its cost and expense remove all items of personal property, including but not limited to all flammable and hazardous materials and waste as defined by state, federal, or local law at the time of expiration of the Permit.

C. Permittee shall make available for inspection to the City all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

D. Permittee shall comply with all federal, state, and local laws and regulations relating to hazardous materials and waste, and shall timely comply with the orders of any governmental agencies relating thereto. Permittee shall request that a representative from Monterey County Environmental Health Department review hazardous material storage and use to determine that compliance with local laws and regulations has been obtained.

E. City may reasonably enter upon and inspect the premises at any time.

15. CHARGES BY PERMITTEE

A. Permittee shall have the right to charge admission to members of the public desiring to witness the events allowed by this Permit.

B. Persons desiring or required to use the Airport for its normal purposes shall not be charged an admission to specific areas required for the performance of their normal activity on the Airport; except, however, that Permittee may charge admission to occupants of transient aircraft arriving during the open hours

period of this Permit and desiring to attend the Airshow. Persons not charged an admission shall include but not be limited to: City's employees regularly employed at the Airport or required to work on the Airport as certified by the City's Airport Manager; on site employees of businesses at the Airport; tenants leasing property from the City and conducting business on the flight line; owners of aircraft based at the Airport; and persons demonstrating a valid requirement to conduct business on the Airport.

16. FURTHER COVENANTS AND AGREEMENTS

A. Throughout its operation and the operation of all its facilities on the Airport, neither Permittee nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of age, sex, race, color, religion, ancestry, national origin, blindness or other physical disability, in the use of any facilities provided for the public on the Airport.

B. Throughout Permittee's rendering to the public any service (including the furnishings or sale of admission tickets, transportation, supplies or materials) essential to its operation at the Airport it will:

- (1) Furnish such service on a fair, equal, and non-discriminatory basis to all users thereof; and
- (2) Charge fair, reasonable, and non-discriminatory prices for each unit of service; provided that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

C. This Permit shall be subject to the terms of the City's agreements, as amended, with the FAA. If they conflict, provisions of the FAA agreements that implement federal law shall take precedence over provisions of this Permit.

D. Permittee shall abide and be bound by the Minority Business Enterprise Program, a copy of which has been provided to Permittee, adopted and as amended from time to time by the City pursuant to United States Department of Transportation regulations Title 49, Code of Federal Regulations, Subtitle A, Part 23, participation by disadvantaged business enterprises in Airport concessions, and Part 26, participation by Minority Business Enterprise in Department of Transportation programs, a copy of which has also been provided to Permittee.

E. Permittee will obey all rules, regulations, and orders of the FAA, California Aviation Office, and the City of Salinas, existing or as amended.

F. It is further understood and agreed that during the term of this Permit, Permittee shall use the Airport in an orderly and peaceable manner, and in strict compliance with all applicable laws and ordinances and shall not use the Airport, nor allow any person or persons to use the Airport, for any purpose whatsoever that is in violation of any law or ordinance.

17. NO ASSIGNMENT, DELEGATION, OR SUBLICENSING

This Permit, being in the nature of a personal revocable permit, may not be assigned or delegated. However, Permittee may allow concessionaires to enter upon the Airport for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit.

18. RIGHT TO AMEND

This Permit shall be subordinate to the provisions of any existing or future agreement between City and the United States, by which City obtains federally owned surplus property or federal aid for the improvement, operation, and/or maintenance of the Airport. In the event that the FAA, or any other federal agency, requires modifications or changes in this Permit as a condition for the granting of funds for the improvement of the air terminal or lands or improvements covered by its laws, rules, or regulations, Permittee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be required to obtain such funds.

19. SPECIAL PROVISION

It is understood and agreed that nothing contained in this Permit shall be construed as granting or authorizing the granting of an exclusive right for the use of any landing areas or air navigation facility at the Airport.

20. PERMITTEE INDEPENDENT CONTRACTOR

For all the purposes of this Permit, Permittee is and shall be deemed to be, with respect to the City, an independent contractor. It is mutually agreed and understood that nothing contained in the Permit shall be deemed or construed to constitute a partnership or joint venture between the parties to this Permit. Moreover,

it is agreed and understood that regarding the rights and obligations provided herein, this Permit establishes the extent of the relationship between the City and Permittee. It is agreed and understood that the City and Permittee are independent contractors and that neither is the employee or employer of the other and that employees of one are not the employees of the other.

21. CANCELLATION BY CITY

In addition to any rights to which it may be entitled by law, City may cancel this Permit upon or after the occurrence of any of the following events:

A. The assumption by the United States Government, or any of its authorized agencies, of the operation, use or control of the Airport, or any substantial part of the Airport, in such manner as to substantially restrict the use of the Airport for any of the purposes for which Permittee is authorized;

B. The existence or operation of any rule, regulation, sponsor assurance, or order of the FAA, directly or indirectly requiring the discontinuance or substantial reduction of the use of the Airport for any of the purposes for which Permittee is authorized;

C. The issuance of an injunction by any Court of competent jurisdiction restraining the use of the Airport for any of the purposes for which this Permit has authorized;

D. Cancellation of any policy of insurance required by Section 9 of this Permit;

E. The filing by Permittee of a voluntary petition in bankruptcy, the institution of proceedings in bankruptcy against Permittee, or the adjudication on Permittee as a bankrupt pursuant to voluntary or involuntary bankruptcy proceedings;

F. The appointment of a receiver of Permittee's assets which results in a liquidation of Permittee's business;

G. The general assignment of this Permit by Permittee for the benefit of creditors; or

H. The default by Permittee in the performance of any of the terms and conditions required by this Permit to be kept and performed.

22. CANCELLATION BY PERMITTEE

Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of City, or City's failure to perform any of the material covenants or agreements contained in this Permit. In such a case, the Permit fee identified in Section 4 will be refunded to Permittee.

23. WAIVER

It is agreed that a failure on the part of City to take appropriate action or to declare this Permit terminated for default by Permittee in any one or more of the terms, covenants or conditions will not be considered or construed as a waiver by the City of such right on any further or future default on the part of Permittee. Additionally, the subsequent acceptance of the fee by City shall not be construed as a waiver of City's rights concerning any preceding breach of any term, covenant or condition by Permittee.

24. SURRENDER

Permittee covenants that on the last day of this Permit or any extension of it, Permittee will peaceably and quietly leave and surrender the Airport premises in as good a condition as they are now (or, may be in after making alterations, additions, or improvements as permitted by City) except for ordinary wear and tear.

25. ASSIGNMENT BY CITY

It is further agreed by and between City and Permittee that City reserves the right to assign, pledge, or hypothecate this Permit, without the consent of Permittee, should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of the Salinas Municipal Airport.

26. SECTION HEADINGS

The section headings contained in this Permit are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope meaning, or intent of the provisions of this Permit.

27. TIME

Concerning this Permit and the performance of each and every provision contained herein, time is of the essence.

28. NOTICES

Except as otherwise contained herein, all notices, statements, demands, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party, shall be in writing and shall be sufficiently given and served upon the other party if sent by mail, postage prepaid and addressed as follows:

If to City, the same shall be addressed to:

Airport Manager
City of Salinas
Salinas Municipal Airport
30 Mortensen Avenue
Salinas, California 93905

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

or to such other place as City may by such similar notice in writing designate.

If to Permittee, the same shall be addressed to:

Monterey County Airshow Association
P.O. Box 1448
Salinas, California 93902

29. LITIGATION INVOLVING PERMIT; ATTORNEY FEES

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

30. RIGHTS AND OBLIGATIONS UNDER PERMIT

This Permit constitutes the entire agreement between the City and Permittee and is the final expression of the City and Permittee with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions. Any prior agreements, premises, negotiations or representations not expressly set forth in this Permit are of no force and effect unless it is in writing and signed by the City and

Permittee. By granting this Permit, the City does not intend to create any obligations express or implied other than those set out herein; further, this Permit shall not create any rights in any party not a signatory hereto.

31. SPONSORSHIP

A. Sponsorship Contribution From Airport Enterprise Fund. Pursuant to FAA Policies and Procedures Concerning the Use of Airport Revenue: Federal Register Volume 64, No. 30, February 16, 1999, the City Attorney's Office has determined that it is permissible for the City Council to authorize a sponsorship contribution from the Airport Enterprise Fund to the California International Airshow provided the following criteria are met:

- (1) The contribution must be minimal.
- (2) The contribution must be substantially related to the operation of the Airport.
- (3) The contribution must have the intangible benefit of enhancing the Airport's acceptance in local communities impacted by the Airport.

B. Minimal Contribution. In consideration for waving the Administrative Fees and Facility Rental Fees for the Airshow, the minimal contribution for the Airshow Sponsorship has been met.

C. Enhancement of Airport Acceptance. To ensure and maximize the enhancement of the Airport's acceptance in the local community the following considerations will be made by the Permittee:

- (1) Space will be provided in the event program or other publication, for the Airport to publish an educational article or be recognized.
- (2) City and or Airport logos will be included on banners and promotional materials similar to that of equal sponsors.
- (3) Booth, vendor, and or concession space will be provided to the City of Salinas, at no charge. A total of three (3) spaces shall be reserved for the City's uses. The sole use of the City spaces will be to promote and enhance the City's image. The Airshow shall provide entrance credentials necessary for City Staff, volunteers, or contractors to administer the space.

(4) The Salinas Pilots Association (SPA) shall receive a \$2,500.00 cash donation for volunteer services rendered during the airshow period. SPA will provide transient aircraft parking services and shuttle services for transient aircraft airshow attendees and airshow volunteers parking on the south side of the airport.

CITY OF SALINAS

Brett J. Godown, Airport Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED

President

Date

Secretary

Date



Legislation Text

File #: ID#22-506, **Version:** 1

System Wide Playground Repairs, Focusing on 93905 and 93906

Approve a Resolution authorizing the City Manager to enter into Agreements with Miracle Playsystems and Ross Recreation, Inc., and for the purchase of playground equipment and labor to repair playground structures at designated locations throughout the park system, with a focus on ARPA funding direction provided by Council.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: LIBRARY & COMMUNITY SERVICES

FROM: KRISTAN LUNDQUIST, DIRECTOR

TITLE: SYSTEM WIDE PLAYGROUND REPAIRS, FOCUSING ON 93905
AND 93906

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager to enter into an Agreement with Miracle Playsystems and Ross Recreation for the purchase of playground equipment and labor to repair playground structures at designated locations throughout the park system, with a focus on ARPA funding direction provided by Council.

RECOMMENDATION:

Staff recommends the City Council approve a Resolution authorizing the City Manager to enter into Agreements with Miracle Playsystems and Ross Recreation, Inc. for the purchase of equipment and labor to repair playground structures at designated locations.

EXECUTIVE SUMMARY:

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA), which provided the City of Salinas with \$51,567,313 in relief funds. In September 2021, the City Council allocated ARPA funds for a number of government service projects, including \$2 million dollars for playground structures, park benches and barbeque grills, the majority of which was to be spent in the 93905 and 93906 zip codes which were hit hardest by the COVID-19 pandemic. With the allocation, the September 2021 Council Resolution called for staff to check in with the Finance Committee on this item and the Public Works sidewalk/street repair allocations.

DISCUSSION:

The City of Salinas has 35 playgrounds located in parks/facilities across the City. An assessment of the playgrounds was conducted as part of the Parks, Recreation & Libraries Master Planning effort in 2017. The majority of the playgrounds were found to be in fair and/or good condition. The playground at Williams Ranch Neighborhood Park was found to be in poor condition and in need of replacement.

In May 2022, staff provided an update to the Finance Committee on the recommended projects identified for ARPA funding. This report included playground surfacing material system wide, two new playground structures at Williams Ranch and Northgate Neighborhood Parks, and tables, benches, and BBQ pits.

Following the review with the Finance Committee in May, staff, in conjunction with the playground manufacturing companies associated with each park, conducted an assessment to identify costs for necessary playground repairs. Across the system, we have playground apparatus from four different playground manufacturing companies including Miracle Playsystems, Ross Recreation, Playcraft and Play World.

The City has Miracle Playsystem playgrounds in twelve (12) parks. Staff has received quotes for equipment/labor to repair broken equipment in the amount of \$165,128.09. A breakdown by park is included below:

Park	Zip Code	Repair Costs
Claremont Manor Neighborhood Park	93901	\$ 74,572.94*
Clay Street Play Lot	93901	\$ 5,794.71
El Dorado Park	93906	\$16,050.00
Laurel Heights Neighborhood Park	93905	\$ 7,589.40
Laurel Neighborhood Park	93906	\$ 7,996.84
Laurelwood Neighborhood Park	93906	\$10,136.98
Maple Play Lot	93901	No repairs identified
Mission Park	93901	\$ 5,362.057
Northgate Tot Lot	93906	\$13,151.63
Santa Rita Neighborhood Park	93906	\$13,052.09
Soto Square	93906	\$ 5,096.37
Woodside Neighborhood Park	93901	\$ 6,324.56

*The repair costs for Claremont Park include the demolition of the old, safety-hazard structure with a broken slide, and replacing it with a new piece of equipment. This playground structure is obsolete (over 35 years old) and can no longer be serviced or repaired by the vendor.

The City has Ross Recreation playgrounds in twelve (12) parks. Staff has received quotes for equipment/labor to repair broken equipment in the amount of \$64,886.33. A break down by park is included below:

Park	Zip Code	Repair Costs
Azahel Cruz Pocket Park	93905	No repairs identified
Central Community Park	93901	\$ 1,236.90
Closter Park	93905	Prop 68 Total Renovation
Creekbridge Neighborhood Park	93906	\$10,563.25

El Gabilan Play Lot	93905	\$ 5,817.82
Jaycees Tot Lot	93905	\$ 5052.96
Los Padres Neighborhood Park	93905	No repairs identified
McKinnon Neighborhood Park	93906	\$16,756.75
Monte Belle Community Park	93905	\$ 5,818.68
Myrtle Court Play Lot	93905	No repairs identified
Natividad Creek Park	93905	\$13,817.05
Sobranes Neighborhood Park	93905	\$ 5,822.92

The City also has a total of five (5) playgrounds with PlayCraft or Playworld. At this time, we have quotes to repair the two playgrounds at Cesar Chavez Park in the amount of \$8,625.27.

The repairs to these playgrounds are considered sole source as other playground manufacturing companies' equipment is not compatible with another manufacture's equipment. Consistent with Purchasing Policies and ordinance (2576) the purchase of equipment in the amount of more than \$30,000 with one vendor requires City Council authorization.

In addition to the repairs identified above, staff recommends the design and installation of four (4) new playground structures at Northgate Neighborhood Park, Natividad Neighborhood Park, Steinbeck Neighborhood Park and Williams Ranch Neighborhood Park. All of these locations fall within the 90905 and 93906 zip codes and the estimated total value for the new playgrounds is of approximately \$822,000 (pending Steinbeck quote). See chart below for new structures:

Park	Zip Code	Estimated Renovation Cost
Northgate Neighborhood Park	93906	\$470,000
Natividad Park	93906	\$162,000
Steinbeck Neighborhood Park	93906	Pending
Williams Ranch Neighborhood Park	93905	\$190,000

During the ARPA update to the City Council on August 23, 2022, the current plan for park improvements was presented. As staff developed the plan, the focus was on safety, making necessary repairs while meeting the Council direction of the majority of the funding to be spent in the 93905 & 93906 zip codes. At the time of the update, the ratio of playground funding between 93905/06 to 93901 was 8:1. Additional quotes have been obtained and as of this report, the estimated allocation for 93905/06 is \$967,348.01 (plus pending Steinbeck) and \$93,291.68 for 93901. This represents a ratio of just over 9:1 (pending Steinbeck) and clearly meets Council's direction of spending the bulk of the funding in the 93905 and 93906 zip codes. See chart below demonstrating total funding for playground structures in 93905 & 93906:

Park	Zip Code	Repair/Renovation Cost
Cesar Chavez Park	93905	\$ 8,625.27
Creekbridge Neighborhood Park	93906	\$10,563.25

El Dorado Community Park	93906	\$16,050.00
El Gabilan Play Lot	93905	\$ 5,814.82
Jaycee's Tot Lot	93905	\$ 5052.96
Laurel Heights Neighborhood Park	93905	\$ 7,589.40
Laurel Neighborhood Park	93906	\$ 7,996.84
Laurelwood Neighborhood Park	93906	\$10,136.98
McKinnon Neighborhood Park	93906	\$16,756.75
Montebella Community Park	93905	\$ 5,818.68
Natividad Creek Park	93905	\$13,817.05
Natividad Neighborhood Park	93906	\$162,000.00
Northgate Neighborhood Park	93906	\$470,000.00
Northgate Tot Lot	93906	\$13,151.63
Santa Rita Neighborhood Park	93906	\$13,052.09
Sobranes Neighborhood Park	93905	\$ 5,822.92
Soto Square Park	93906	\$ 5,096.37
Steinbeck Neighborhood Park	93906	Pending quote
Williams Ranch Neighborhood Park	93905	\$190,000.00
	Total	\$967,348.01

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

The playground repairs are consistent with the City Council Goals of:

- Youth and Seniors

FISCAL AND SUSTAINABILITY IMPACT:

Funds are appropriated and available in account 3911.55.8171.

ATTACHMENTS:

Resolution

Agreement with Miracle Playsystems

Agreement with Ross Recreation (Landscape Structures)

LCS ARPA Park Spreadsheet

RESOLUTION NO. _____(N.C.S.)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH MIRACLE PLAYSYSTEMS AND ROSS RECREATION INC. FOR THE PURCHASE OF PLAYGROUND EQUIPMENT AND LABOR TO REPAIR PLAYGROUND STRUCTURES AT DESIGNATED LOCATIONS

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) which provided the City of Salinas with \$51,567,313 in relief funds; and

WHEREAS, on September 1, 2021, the City Council allocated ARPA funds for a number of governmental service projects, including \$2 million dollars for playground structures, park benches and bar-be-que grills, the majority of which was to be spent in the 93905 and 93906 zip codes; and

WHEREAS, Miracle Playsystems has evaluated the existing twelve (12) Miracle playgrounds and provided quotes for equipment and labor for necessary repairs totaling \$165,128.09; and

WHEREAS, Ross Recreation has evaluated the existing twelve (12) Ross Recreation/ Landscape Structures playgrounds and provided quotes for equipment and labor for necessary repairs totaling \$64,886.33; and

NOW THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL that pursuant to Salinas Municipal Code Sections 12-27 and 12-28.080 the City Manager of Salinas is authorized to enter into Agreements with Miracle Playsystems and Ross Recreation, Inc., in the amounts of 165,128.009 and \$64,886.33, respectively, for the purchase of playground equipment and labor to repair playground structures at designated locations.

PASSED AND APPROVED this 20th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbly Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND MIRACLE PLAYSYSTEMS, INC

PLAYGROUND REPAIRS**

THIS AGREEMENT is executed this ____ day of _____, 2022, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Miracle Playsystems, Inc., a California Stock Corporation (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Playground equipment and labor to repair designated playgrounds. The scope of work is further discussed in Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence ____ day of _____, 2022 and shall be completed by ____ day of _____, 2023, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, One Hundred Sixty-Five Thousand One Hundred Twenty-Eight And Nine Hundredths Dollars (\$165,128.09), as more fully described in Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

By (Printed Name):_____

Its (Title):_____

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

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. **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 Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor. General liability coverage can be provided in the form of an endorsement to the 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 **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 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

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. Contractor 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 Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Job Number: 22-0636
Job: Claremont Manor Park
Quote Name: Quote-22-0636-Claremont Manor Park
Quote Number: Q-03249

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$5,949.00
Freight: \$318.00
Estimated Tax: \$185.43
Total: \$6,452.43

Miracle *** ADD FREIGHT & LAST P/N

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145BR - Miracle Step; KC Transfer Point; Bottom; Color = BR	2	\$224.00	\$448.00	\$41.44
MREC PARTS	HW982682-1 - Miracle Hardware Package 718-965 L1/1 (Transfer Point)	1	\$35.00	\$35.00	\$3.25
MREC PARTS	HW988056-1 - Miracle Hardware Package 714-965-9 L1/1	1	\$18.00	\$18.00	\$1.67
MREC PARTS	996720TYW - Miracle Handrail 714-959-59; Color = TYW	1	\$190.00	\$190.00	\$17.58
MREC PARTS	713248 - Miracle Parts Carton Stairs	1	\$151.00	\$151.00	\$13.98
MREC PARTS	996793TYW - Miracle Handrail 714-993-59; Color = TYW	2	\$191.00	\$382.00	\$35.34
MREC PARTS	713248 - Miracle Parts Carton Stairs	1	\$151.00	\$151.00	\$13.98
MREC PARTS	713213TYW - Miracle Enclosure Assembly - Transfer Point; Color = TYW	1	\$565.00	\$565.00	\$52.27
MREC PARTS	713009 - Miracle Parts Carton Panels	1	\$64.00	\$64.00	\$5.92

Job Number: 22-0612
Job: Claremont Manor Park
Quote Name: Quote - 22-0612-ClaremontManorPark_001
Quote Number: Q-03263

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$60,546.24
Freight: \$4,166.00
Estimated Tax: \$3,408.27
Total: \$68,120.51

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Provide Miracle Recreation Playground Equipment to Replace the Existing Lokville System per Plan View 22_0612_001; Discount is Applied per Terms and Conditions of Sourcewell Contract #010521-LTS	1	\$42,352.00	\$36,846.24	\$3,408.27

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B09	Demolish and Dispose of Existing Lokville Structure	1	\$4,290.00	\$4,290.00	\$0.00
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Playground Equipment per Plan View 2_0612_001 to Specification	1	\$18,330.00	\$18,330.00	\$0.00

Sub Total: \$60,546.24
Total Freight: \$4,166.00

Claremont Manor Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components (Listed Above) to Specification	1	\$2,865.00	\$2,865.00	\$0.00

Sub Total: \$5,949.00
Total Freight: \$318.00
Total Estimated Tax: \$185.43
Grand Total: \$6,452.43

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:

City of Salinas

End User Contact:
End User Email:
Delivery Contact:
Delivery Email:
Delivery Phone:
Delivery Address:
Site Address:

1220 San Fernando Dr
Salinas

Bill To Email:
Bill To:

City of Salinas,
320 Lincoln Avenue,
Salinas, CA,
93901-2639

Customer Reference #:

Job Number: 22-0640
Job: Clay St Park
Quote Name: Quote-22-0640-Clay St Park
Quote Number: Q-03240



Prepared by:
 JeanTyan
 jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$5,347.00
Freight: \$318.00
Estimated Tax: \$129.71
Total: \$5,794.71

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	985771LVD - Miracle Exit Section 30" Diameter Tube With Inserts; Rockite = LVD	1	\$1,245.00	\$1,245.00	\$115.17
MREC PARTS	978942TEL - Miracle Front Leg - Tube Slides; Color = TEL	1	\$142.00	\$142.00	\$13.14
MREC PARTS	HW985246-1 - Miracle Hardware Package 714-739-5 M1/1	1	\$15.00	\$15.00	\$1.40

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

Sub Total: \$5,347.00
Total Freight: \$318.00
Total Estimated Tax: \$129.71

Job Number: 22-0841
Job: El Dorado Park
Quote Name: Quote-22-0841-ElDoradoPark_001
Quote Number: Q-03501

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$14,039.00
Freight: \$1,130.00
Estimated Tax: \$881.00
Total: \$16,050.00

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	714-965-59C - Miracle Transfer Point Complete; Single Step, Closed Handrails; Colors: PVC = BR; Post/Clamp = GRN; Accents = ORN	1	\$6,251.00	\$6,251.00	\$578.23
MREC PARTS	984407BR - Miracle Deck; KC; 1/2 Hexagon, 5-Post; FPS; Color = BR	1	\$1,445.00	\$1,445.00	\$133.67
MREC PARTS	713268 - Miracle Pats Carton - 714-504 (1/2 Hexagon Deck)	1	\$74.00	\$74.00	\$6.85
MREC PARTS	988037BR - Miracle Stair ATA; 18" Rise X 54" (Extended); MTII FG; Color = BR	2	\$805.00	\$1,610.00	\$148.93
MREC PARTS	713248 - Miracle Parts Carton; Stairs	2	\$72.00	\$144.00	\$13.32

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B15	Installation of New Components Listed Above; Includes Demolition and Disposal of Components to be Replaced	1	\$3,435.00	\$3,435.00	\$0.00

Sub Total: \$14,039.00
Total Freight: \$1,130.00
Total Estimated Tax: \$881.00
Grand Total: \$16,050.00

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:

City of Salinas

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Site Address:

1655 El Dorado Dr
Salinas

Bill To Email:

Bill To:

City of Salinas,
320 Lincoln Avenue,
Salinas, CA,
93901-2639

Customer Reference #:

Job Number: 22-0639
Job: Laurel Heights Park
Quote Name: Quote-22-0639-Laurel Heights Park
Quote Number: Q-03261



Prepared by:
 JeanTyan
 jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$6,922.00
Freight: \$392.00
Estimated Tax: \$275.40
Total: \$7,589.40

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145HG - Miracle Step, KC; transfer Point Bottom; FPS; Color = HG	1	\$224.00	\$224.00	\$20.72
MREC PARTS	987153HG - Miracle Deck, Transfer Point Assembly; Color = HG	1	\$891.00	\$891.00	\$82.43
MREC PARTS	987179HG - Miracle Stair; 43-1/2" Rise; ATA FPS; Color = HG	1	\$1,793.00	\$1,793.00	\$165.86
MREC PARTS	988056 - Miracle Parts Carton KC Transfer Point; FPS	1	\$69.00	\$69.00	\$6.39

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

Job Number: 22-0645
Job: Laurel Park
Quote Name: Quote-22-0645-Laurel Park
Quote Number: Q-03243

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$7,203.40
Freight: \$492.00
Estimated Tax: \$301.44
Total: \$7,996.84

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	982972YLW - Miracle Enclosure Assembly; Transfer Point; Color = YLW	2	\$259.00	\$518.00	\$47.92
MREC PARTS	HW991031-1- Miracle Hardware Package (Wall Enclosure) 718-816 S1/1	2	\$6.12	\$12.24	\$1.12
MREC PARTS	986365BL - Miracle Cargo Net With Rungs; 4' Deck; PVC = BL	1	\$660.00	\$660.00	\$61.05
MREC PARTS	HW982561-1 - Miracle Hardware Package Cargo Climber 718-995 S1/1	1	\$8.16	\$8.16	\$0.75
MREC PARTS	984351BL - Miracle Deck, KC Square; FPS; PVC = BL	1	\$894.00	\$894.00	\$82.70
MREC PARTS	713266 - Miracle Parts Carton Square Deck 714-502	1	\$63.00	\$63.00	\$5.84
MREC PARTS	987145BL - Miracle Step; KC Transfer Point Bottom; FPS; PVC = BL	1	\$224.00	\$224.00	\$20.72
MREC PARTS	713266 - Miracle Parts Carton Square Deck; 714-502	1	\$63.00	\$63.00	\$5.84

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	988037BL - Miracle Stair, ATA; 18" Rise; MTII FG; PVC = BL	1	\$805.00	\$805.00	\$74.47
MREC PARTS	HW912380-1 - Miracle Hardware Package; Clamp/Bit (2) S1/1	1	\$11.00	\$11.00	\$1.03

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

Sub Total: \$7,203.40
Total Freight: \$492.00
Total Estimated Tax: \$301.44
Grand Total: \$7,996.84

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.
End User Company:

City of Salinas

End User Contact:**End User Email:****Delivery Contact:****Delivery Email:****Bill To Email:****Bill To:**

City of Salinas,

,

,,

Laurel Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Job Number: 22-0641
Job: Laurelwood Park
Quote Name: Quote-22-0641-Laurelwood Park
Quote Number: Q-03250

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$9,002.10
Freight: \$667.00
Estimated Tax: \$467.88
Total: \$10,136.98

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	982553TYW - Miracle - Anchor - Cargo Net with Rungs; Color = TYW	1	\$163.00	\$163.00	\$15.09
MREC PARTS	983100 - Miracle Parts Carton 714-995 (Cargo Climber)	1	\$67.00	\$67.00	\$6.21
MREC PARTS	984353HG - Miracle Deck; KC 1/2 Hexagon; Color = HG	1	\$1,432.00	\$1,432.00	\$132.46
MREC PARTS	713267 - Miracle Part Carton 714-503-9	1	\$69.00	\$69.00	\$6.39
MREC PARTS	995771 - Miracle Post Weldment, X-Cavator	1	\$122.00	\$122.00	\$11.29
MREC PARTS	978942TYW - Miracle Front Leg - Tube Slides	1	\$142.00	\$142.00	\$13.14
MREC PARTS	HW912298-1 - Miracle Hardware Package; KC; BR SKT S1/1	1	\$5.10	\$5.10	\$0.48
MREC PARTS	988056 - Miracle Parts Carton, KC Transfer Point FPS	1	\$69.00	\$69.00	\$6.39
MREC PARTS	984353HG - Miracle Deck; KC, 1/2 Hexagon FPS; Color = HG	1	\$1,432.00	\$1,432.00	\$132.46
MREC PARTS	713267 - Miracle Parts Carton 714-503-9	1	\$69.00	\$69.00	\$6.39

Laurelwood Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145HG - Miracle Step, KC; Transfer Point Bottom FPS; Color = HG	1	\$224.00	\$224.00	\$20.72
MREC PARTS	988139HG - Miracle TC Transfer Point Deck; FPS; Color = HG	1	\$545.00	\$545.00	\$50.42
MREC PARTS	988142HG - TC Transfer Point Top Step; FPS (22-7/8" Rise); Color = HG	1	\$683.00	\$683.00	\$63.19
MREC PARTS	HW982682-1 - Miracle Hardware Package 718-965 L1/1	1	\$35.00	\$35.00	\$3.25

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

Sub Total: \$9,002.10
Total Freight: \$667.00
Total Estimated Tax: \$467.88
Grand Total: \$10,136.98

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

Job Number: 22-1059**Job:** Mission Park, - Replacement Parts**Quote Name:** Quote-22-1059-Mission Park, - Replacement Parts**Quote Number:** Q-03758**Prepared by:**

JeanTyan

jean@miracleplaygroup.com

Terms: Net 30**Remit to:** Miracle Playsystems, Inc.

1276 S Main St., Salinas, CA 93901

Sub Total: \$4,298.00**Freight:** \$667.00**Estimated Tax:** \$397.57**Total:** \$5,362.57

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	Miracle Equipment Per 22-1059_Mission Park-Replacement Part_001. Colors: Accent: White, Clamp: Teal, Swing Leg: Teal, Swing Top Rail: Teal, Swing Yoke: White, Swing Seats Belt & Tot: Sand.	1	\$4,298.00	\$4,298.00	\$397.57

Sub Total: \$4,298.00**Total Freight:** \$667.00**Total Estimated Tax:** \$397.57**Grand Total:** \$5,362.57

Company: _____

Signature: _____

Name: _____

Date: _____

Mission Park, - Replacement Parts

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Page 1 of 3

Job Number: 22-0638
Job: Northgate Tot Lot
Quote Name: Quote-22-0638-Northgate Tot Lot
Quote Number: Q-03241



Prepared by:
 JeanTyan
 jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$11,001.00
Freight: \$1,133.00
Estimated Tax: \$1,017.63
Total: \$13,151.63

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	984353P - DECK KC ½ HEX	4	\$1,432.00	\$5,728.00	\$529.84
MREC PARTS	713267 - PARTS CARTON	4	\$69.00	\$276.00	\$25.53
MREC PARTS	987145P - STEP	1	\$224.00	\$224.00	\$20.72
MREC PARTS	987153P- DECK TRANSER POINT ASSY	1	\$891.00	\$891.00	\$82.43
MREC PARTS	988056 - PARTS CARTON	1	\$84.00	\$84.00	\$7.77
MREC PARTS	985208P - STRAIGHT 30" TUBE SLIDE ASSY 5' DECK	1	\$3,783.00	\$3,783.00	\$349.94
MREC PARTS	HW985246-1 - HRDW PKG	1	\$15.00	\$15.00	\$1.40

Sub Total: \$11,001.00
Total Freight: \$1,133.00
Total Estimated Tax: \$1,017.63
Grand Total: \$13,151.63

Company: _____

Signature: _____

Name: _____

Date: _____

Job Number: 22-0643
Job: Santa Rita Park
Quote Name: Quote-22-0643-Santa Rita Park
Quote Number: Q-03238

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$11,628.12
Freight: \$812.00
Estimated Tax: \$611.97
Total: \$13,052.09

Miracle 2-5 Structure

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	988146HG - Miracle TC 1/2 Hexagon Deck FPS; Color = HG	1	\$1,325.00	\$1,325.00	\$122.57
MREC PARTS	982074 - Miracle Parts Carton (Half Hexagon Deck 718-503)	1	\$73.00	\$73.00	\$6.76
MREC PARTS	982972SND - Miracle Enclosure Assembly, Transfer Point; Color = SND	1	\$259.00	\$259.00	\$23.97
MREC PARTS	HW991031-1 - Miracle Hardware Package; Wall Enclosure 718-816 S1/1	1	\$6.12	\$6.12	\$0.57
MREC PARTS	988162HG - Miracle TC 3 Step ATA; FPS; Color = HG	1	\$886.00	\$886.00	\$81.96
MREC PARTS	HW982279-1 - Miracle Hardware Package Stairs 1' Rise 718-810	1	\$24.00	\$24.00	\$2.22
MREC PARTS	987195HG - Miracle Stair; 5' Deck; Typhoon Slide; ADA; Color = HG	1	\$597.00	\$597.00	\$55.23
MREC PARTS	989361SND - Miracle Step Enclosure; Right Hand; 714-748-59; Color = SND	1	\$484.00	\$484.00	\$44.77

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	989362SND - Miracle Step Enclosure; Left Hand; 714-748-59; Color = SND	1	\$486.00	\$486.00	\$44.96
MREC PARTS	HW985505-1 - Miracle Hardware Package; 718-749-5 L1/2	1	\$24.00	\$24.00	\$2.22

Miracle 5-12 Structure

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	988146P - Miracle TC - 1/2 Hexagon Deck; FPS; Color = HG	1	\$1,325.00	\$1,325.00	\$122.57
MREC PARTS	982074 - Miracle Parts Carton 718-503 (Half Hexagon Deck)	1	\$73.00	\$73.00	\$6.76
MREC PARTS	987148HG - Miracle Stair; 21-3/4" Rise; ATA FPS; Color = HG	1	\$617.00	\$617.00	\$57.08
MREC PARTS	983000SND - Miracle Transfer Point Handrail Assembly; Painted; Color = SND	1	\$352.00	\$352.00	\$32.56
MREC PARTS	988056TYW - Miracle Parts Carton KC; Transfer Point FPS; Color = TYW	1	\$84.00	\$84.00	\$7.77

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$3,933.00	\$3,933.00	\$0.00

Sub Total: \$11,628.12
Total Freight: \$812.00
Total Estimated Tax: \$611.97
Grand Total: \$13,052.09

Job Number: 22-0646
Job: Soto Square Park
Quote Name: Quote-22-0646-Soto Square Park
Quote Number: Q-03234

Prepared by:
 JeanTyan
 jean@miracleplaygroup.com



Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$4,657.00
Freight: \$318.00
Estimated Tax: \$121.37
Total: \$5,096.37

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	713213SND - Miracle Enclosure Assembly Transfer Point; Color = SND	1	\$386.00	\$386.00	\$35.71
MREC PARTS	713009 - Miracle Parts Carton Panels	1	\$64.00	\$64.00	\$5.92
MREC PARTS	987141HG - Miracle Stair; 24" Rise ATA; Accessible FPS; Color = HG	1	\$826.00	\$826.00	\$76.41
MREC PARTS	713248 - Miracle Parts Carton Stairs	1	\$36.00	\$36.00	\$3.33

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$480.00	\$480.00	\$0.00
B15	Installation of New Components as Listed Above to Specification	1	\$2,865.00	\$2,865.00	\$0.00

Sub Total: \$4,657.00
Total Freight: \$318.00

Job Number: 22-0637
Job: Woodside Park
Quote Name: Quote-22-0637-Woodside Park
Quote Number: Q-03226



Prepared by:
 JeanTyan
 jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$5,832.00
Freight: \$318.00
Estimated Tax: \$174.56
Total: \$6,324.56

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC PARTS	987145HG - Miracle Step, KC Transfer Point Bottom; FPS; Color = HG	1	\$224.00	\$224.00	\$20.72
MREC PARTS	987148HG - Miracle Stair; 21-3/4" Rise, ATA FPS; Color = HG	1	\$617.00	\$617.00	\$57.08
MREC PARTS	983006BRG - Miracle Handrail; ATA for Transfer Point Stairs 3' Rise; Painted - Color = BRG	2	\$454.00	\$908.00	\$83.99
MREC PARTS	988056 - Miracle Parts Carton, KC Transfer Point FPS	2	\$69.00	\$138.00	\$12.77

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B13	Offload/Transport New Equipment	1	\$1,080.00	\$1,080.00	\$0.00
B15	Installation of New Parts for Transfer Point; Includes Demolition and Disposal of Parts to be Replaced	1	\$2,865.00	\$2,865.00	\$0.00

Woodside Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

**PAYMENT BOND
(LABOR AND MATERIAL BOND)**

(To be completed and submitted after project award)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas,
Monterey County, State of California, by Resolution No. _____ (N.C.S.)
passed _____, 20____, has been awarded to
_____ hereinafter designated as
"Principal," a Contract for

Playground Repairs

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, provided that if said Principal or any of his/her or its Subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract:

Now, therefore, We, the Principal and _____ as
Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum
of _____

(\$ _____) Dollars, lawful money of the United States, being not less than **100%** of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, or any of his/her heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies, or other supplies, teams, appliances, or power used in, upon, for, or about the performance of the work contracted to be executed or performed, or any person, company, or corporation renting or hiring teams, implements, or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the Provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code so as to give a right to action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, to the work to be performed thereunder, or the Specifications accompanying the same shall in anyway affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bond parties have executed this instrument under their seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

Principal Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

Surety Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

BOND OF FAITHFUL PERFORMANCE

Playground Repairs

WHEREAS, said Principal is required under the terms of said Contract/Project to furnish a Bond for the faithful performance of said Contract/Project;

Now, therefore, We, the Principal and _____ as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract/Project cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract/Project and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Salinas, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract/Project the above obligation in the amount of not less than 10% of the estimated Contract/Project cost, shall hold good for a period of 1 year after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Salinas from loss or damage made evident during said period of 1 year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than 10% of the total bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

For any moneys earned by the Principal and withheld by the City of Salinas to ensure the performance of the Contract/Project, the Principal may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided within the Provisions Section 22300 of the Public Contracts Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the Contract/Project or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to the work or to the Specifications.

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

Principal Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____

(Signature in blue ink)

By: _____

(Signature in blue ink)

Surety Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____

(Signature in blue ink)

By: _____

(Signature in blue ink)

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND ROSS RECREATION EQUIPMENT COMPANY, INC.**

PLAYGROUND REPAIRS

THIS AGREEMENT is executed this ____ day of _____, 2022, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Ross Recreation Equipment Company, Inc., a California Corporation (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Playground equipment and labor to repair designated playgrounds. The scope of work is further discussed in Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence ____ day of _____, 2022 and shall be completed by ____ day of _____, 2023, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, sixty-four thousand eight hundred eighty-six and thirty-three hundredths (\$64,886.33), as more fully described in Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

By (Printed Name):_____

Its (Title):_____

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

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. **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 Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor. General liability coverage can be provided in the form of an endorsement to the 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 **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 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

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. Contractor 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 Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Opportunity Name Central Park Slide Parts
Quote Name Central Park Slide Exit
Quote Number 00038981
Quote Date 8/23/2022
Quote Exp Date 11/23/2022
Est Lead Time 1-3 Weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	129661	Exit Section, 24" Diameter, BLUE	\$385.00	\$385.00
12.00	133047	Tunnel Attachment Block, Specify Color	\$2.92	\$35.04
12.00	100198	3/8" x 1-1/8" B.H. Cap Screw with Pin, SST Patch	\$1.72	\$20.64
2.00	100196	3/8" x 7/8" B.H. Cap Screw with Pin, SST Patch	\$1.94	\$3.88
1.00	108565	Transfer Deck Handbar, BROWN	\$486.00	\$486.00
1.00	153169	HDW PKG HANDBAR TRANS DK	\$14.35	\$14.35
12.00	100327	3/8" Standard Hex Nut, SST	\$0.80	\$9.60
12.00	100365	3/8" SAE Flat Washer, SST	\$0.34	\$4.08
1.00	100685	Long Arm Hex Key	\$3.35	\$3.35
1.00	100686	Hex Bit, Standard	\$1.81	\$1.81
1.00	Install Instructions	Install Instructions for Transfer Module (128714) and Tunnel Slide (120987)	\$0.00	\$0.00

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$963.75
Tax Rate	9.2500%	Tax Amount	\$89.15
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$0.00
		Freight Amount	\$184.00
		Total	\$1,236.90

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, safety surfacing or inspection unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please request a revised quote for current pricing.

Signature _____

Name _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com



Building Community since 1973

Opportunity Name	Central Park Slide Parts
Quote Name	Central Park Slide Exit
Quote Number	00038981
Quote Date	8/23/2022
Quote Exp Date	11/23/2022
Est Lead Time	1-3 Weeks

Bill To Name	Salinas, City of
Bill To	200 Lincoln Avenue Salinas, California 93901 United States

Ship To Name	Salinas, City of
Ship To	426 Work Street Salinas, California 93901 United States

Title _____

Date _____

Prepared By	Casey Hilbert
Email	caseyh@rossrec.com

Opportunity Name Creekbridge Various Parts
Quote Name Creekbridge Various Parts
Quote Number 00038261
Quote Date 4/25/2022
Quote Exp Date 6/25/2022
Est Lead Time 6-8 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Parts	LSI Parts Quote #1164356-01-01, includes replacement parts below with corresponding hardware: - 2-5 Transfer Deck - 5-12 Transfer Deck - Square Deck - Storefront Panel - SpyroSlide Hood - Chain Ladder * See attached for line item breakdown	\$5,519.68	\$5,519.68
1.00	Installation	Installation of various decks, Storefront Panel, SpyroSlide section and Chain Ladder by a manufacturer certified installer. * Project DIR # needed for State Prevailing Wage projects. * Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. * Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required. * Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	\$3,500.00	\$3,500.00

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$5,519.68
Tax Rate	9.2500%	Tax Amount	\$510.57
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$3,500.00
		Freight Amount	\$1,033.00
		Total	\$10,563.25

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name Creekbridge Various Parts
Quote Name Creekbridge Various Parts
Quote Number 00038261
Quote Date 4/25/2022
Quote Exp Date 6/25/2022
Est Lead Time 6-8 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
 Salinas, California 93901
 United States

Ship To Name Salinas, City of
Ship To 426 Work Street
 Salinas, California 93901
 United States

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please contact your sales representative for current pricing.

Signature _____

Name _____

Title _____

Date _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name El Gabilan Slides
Quote Name El Gabilan Slide Parts
Quote Number 00038262
Quote Date 4/25/2022
Quote Exp Date 7/25/2022
Est Lead Time 6-8 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	124876	SlideWinder Entrance Section, GRANITE	\$1,035.00	\$1,035.00
1.00	121371	Entrance/Deck Mount Hardware Package	\$12.60	\$12.60
1.00	154942	SlideWinder Section Hardware Package	\$15.75	\$15.75
1.00	130612	Single Wave Slide, BLUE	\$1,364.00	\$1,364.00
1.00	131672	Single Wave Slide Hardware Package	\$32.55	\$32.55
1.00	100685	Long Arm Hex Key	\$3.20	\$3.20
1.00	100686	Hex Bit, Standard	\$1.72	\$1.72
1.00	Install Instructions	Install Instructions for Wave Slide & SlideWinder	\$0.00	\$0.00
1.00	Installation	<p>Installation of slide bedway/section by a manufacturer certified installer.</p> <p>* Project DIR # needed for State Prevailing Wage projects.</p> <p>* Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>* Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required.</p> <p>* Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$2,500.00	\$2,500.00

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$2,464.82
Tax Rate	9.2500%	Tax Amount	\$228.00
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$2,500.00
		Freight Amount	\$625.00
		Total	\$5,817.82

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name El Gabilan Slides
Quote Name El Gabilan Slide Parts
Quote Number 00038262
Quote Date 4/25/2022
Quote Exp Date 7/25/2022
Est Lead Time 6-8 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please contact your sales representative for current pricing.

Signature _____

Name _____

Title _____

Date _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name Jaycee's Tot Lot Parts
Quote Name Jaycee's Tot Lot Parts
Quote Number 00038984
Quote Date 8/23/2022
Quote Exp Date 11/23/2022
Est Lead Time 1-3 Weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
2.00	251713	5i Formed Play Safe Plate 5-12 Years w/ Attaching HDW * as alternative to damaged Welcome Sign	\$17.70	\$35.40
6.00	100198	3/8" x 1-1/8" B.H. Cap Screw with Pin, SST Patch	\$1.72	\$10.32
2.00	123224	3/8" x 1-11/16" B.H. Cap Screw with Pin, SST Patch	\$3.95	\$7.90
2.00	124460	3/8" x 3-3/4" B.H. Cap Screw with Pin, SST Patch	\$5.64	\$11.28
2.00	100196	3/8" x 7/8" B.H. Cap Screw with Pin, SST Patch	\$1.94	\$3.88
4.00	100203	5/8" x 2-1/4" B.H. Cap Screw with Pin, SST Patch	\$9.05	\$36.20
2.00	122007	Wiggle Ladder Chain; 58-9/16" PVC, BROWN	\$66.30	\$132.60
2.00	100353	3/8" Flange Nut with Pin, SST	\$2.59	\$5.18
2.00	130953	Handhold Panel, YELLOW	\$180.00	\$360.00
1.00	129888	Table Panel Hardware Packge	\$34.25	\$34.25
2.00	154942	Hardware Package, SlideWinder2 Section	\$16.58	\$33.16
1.00	152778	Table Top Hardware Package	\$30.95	\$30.95
1.00	124868	SlideWinder Left Elbow Section, GREEN	\$507.35	\$507.35
4.00	100327	3/8" Standard Hex Nut, SST	\$0.79	\$3.16
3.00	119813	Wiggle Ladder Rail; 13/16" OD X 27-15/16", BROWN	\$84.20	\$252.60
2.00	108569	40-7/16" Steel Rail, TenderTuff-coated, Specify Color	\$124.00	\$248.00
1.00	129870	Table Panel End, YELLOW	\$182.00	\$182.00
1.00	130370	Table Panel Top, YELLOW	\$322.00	\$322.00
2.00	100362	3/8" Flat Washer, SST	\$0.49	\$0.98
1.00	100685	Long Arm Hex Key	\$3.37	\$3.37
1.00	100686	Hex Bit, Standard	\$1.81	\$1.81
1.00	Install Instructions	Install Instructions for various components	\$0.00	\$0.00
1.00	Installation	Installation of various parts quoted above by a manufacturer certified installer. * Project DIR # needed for State Prevailing Wage projects. * Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. * Installation quoted includes standard manufacturer provided footing details; if different footing	\$2,000.00	\$2,000.00

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name Jaycee's Tot Lot Parts
 Quote Name Jaycee's Tot Lot Parts
 Quote Number 00038984
 Quote Date 8/23/2022
 Quote Exp Date 11/23/2022
 Est Lead Time 1-3 Weeks

Bill To Name Salinas, City of
 Bill To 200 Lincoln Avenue
 Salinas, California 93901
 United States

Ship To Name Salinas, City of
 Ship To 426 Work Street
 Salinas, California 93901
 United States

details are provided by the owner/specifier, a change order will be required.
 * Installation quoted includes installing footings through native soil or 95% compacted base rock.
 If installing through concrete, asphalt or through less compacted or permeable base or drain
 rock, or in other conditions, please provide additional details and a change order may be
 required.

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$2,222.39
Tax Rate	9.2500%	Tax Amount	\$205.57
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$2,000.00
		Freight Amount	\$625.00
		Total	\$5,052.96

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, safety surfacing or inspection unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please request a revised quote for current pricing.

Signature _____

Name _____

Title _____

Date _____

Prepared By Casey Hilbert
 Email caseyh@rossrec.com

Opportunity Name McKinnon Park Parts
Quote Name McKinnon Park Parts
Quote Number 00038986
Quote Date 8/23/2022
Quote Exp Date 11/23/2022
Est Lead Time 2-4 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	115228A	Driver Panel (Permalene) Above Deck	\$1,105.00	\$1,105.00
2.00	116244B	Pipe Barrier Above Deck w/Wheel	\$950.00	\$1,900.00
2.00	116244A	Pipe Barrier Above Deck w/o Wheel	\$825.00	\$1,650.00
1.00	115227A	Zoo Panel Above Deck	\$715.00	\$715.00
2.00	128824	90° Attachment Bracket, For Wire Barriers And Pipe Barriers, Specify Color	\$27.90	\$55.80
1.00	164128	BONGO PANEL DK MNT	\$618.00	\$618.00
1.00	109385	BOW ASHIP (L)	\$802.00	\$802.00
1.00	109382	BOW ASHIP (R)	\$802.00	\$802.00
1.00	127242	BRKT STRG WHL 3-3/16i SFT PNT	\$47.00	\$47.00
1.00	124984	HDW DK MNT PNL T-DECK PV	\$52.00	\$52.00
1.00	132740	HDW PKG ABOVE DK BARR PV	\$48.30	\$48.30
1.00	106821	HDW PKG ASHIP BOW DB	\$114.00	\$114.00
1.00	164415	HDW PKG BONGO PANEL	\$55.00	\$55.00
1.00	240354	HDW STEERING WHL BARRIER	\$28.35	\$28.35
1.00	162912	SQUAT PRESS FRM PNT	\$284.00	\$284.00
2.00	164523	SCREEN PLATE BONGO PNT	\$38.05	\$76.10
1.00	109363	SEAT ASHIP	\$213.00	\$213.00
1.00	163911	SMALL BONGO ROTO	\$266.00	\$266.00
1.00	108432	Steering Wheel, Specify Color	\$251.00	\$251.00
1.00	222309	Steering Whl Wire Barr Brkt Painted	\$35.00	\$35.00
1.00	132760	WIRE BARRIER PB/PV	\$704.00	\$704.00
2.00	116055	HANDHOLD PNL PBPV	\$174.00	\$348.00
1.00	125970	HDW 24-40i VERT LADR T-DK	\$49.00	\$49.00
1.00	109139	VERT LADR PNL 40i	\$662.00	\$662.00
2.00	100685	Long Arm Hex Key	\$3.20	\$6.40
2.00	100686	Hex Bit, Standard	\$1.72	\$3.44
1.00	Install Instructions	Install Instructions for Adventureship, Vertical Ladder Panel, Bongo Panel & Wire Barrier	\$0.00	\$0.00
		Installation of all replacement parts quoted above by a manufacturer certified installer.		

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name McKinnon Park Parts
Quote Name McKinnon Park Parts
Quote Number 00038986
Quote Date 8/23/2022
Quote Exp Date 11/23/2022
Est Lead Time 2-4 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
 Salinas, California 93901
 United States

Ship To Name Salinas, City of
Ship To 426 Work Street
 Salinas, California 93901
 United States

1.00	Installation	<p>* Project DIR # needed for State Prevailing Wage projects.</p> <p>* Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>* Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required.</p> <p>* Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$3,500.00	\$3,500.00
------	--------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------	------------

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$10,890.39
Tax Rate	9.2500%	Tax Amount	\$1,007.36
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$3,500.00
		Freight Amount	\$1,359.00
		Total	\$16,756.75

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, safety surfacing or inspection unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please request a revised quote for current pricing.

Signature _____

Name _____

Title _____

Date _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Opportunity Name Monte Bella Various Parts
Quote Name Monte Bella Various Parts & PIP Patching
Quote Number 00038266
Quote Date 4/26/2022
Quote Exp Date 7/26/2022
Est Lead Time 6-8 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Parts	LSI Parts Quote #1164355-01-01, includes replacement parts below with corresponding hardware: - Chimes Panel - Evos Cable/Disc - Storefront Panel * See attached for line item breakdown	\$1,793.76	\$1,793.76
1.00	Installation	Installation of Chimes Panel, Storefront Panel, Evos Cable/Disc and (3) large PIP rubber patches (Color TBD) by a manufacturer certified installer. * Project DIR # needed for State Prevailing Wage projects. * Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. * Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required. * Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	\$3,500.00	\$3,500.00

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$1,793.76
Tax Rate	9.2500%	Tax Amount	\$165.92
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$3,500.00
		Freight Amount	\$359.00
		Total	\$5,818.68

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please contact your sales representative for current pricing.

Signature _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Play365 Quote

Date: 04/25/2022
By: Play365

Rep Organization: Ross Recreation Equipment Co
Contact Person: Casey Hilbert

Quote No: 1164355-01-01

Project Title: Monte Bella Parts

Location: Salinas, CA

Additional Items						
			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2022)

Replacement Parts

2	100292	BHCS 6L LTHD 3/8x1-1/4SST	0.1	1.97	0.1	3.94
6	100173	BHCS 6LP 3/8x2i SST PAT	0.1	2.78	0.4	16.68
3	100196	BHCS 6LP 3/8x7/8i SST	0.0	1.84	0.1	5.52
1	100290	BHCS 6LP LTHD 3/8x7/8iSST			0.0	3.27
1	157704	BHCS 6LP LTHD 7/16x2i SST			0.1	6.90
2	138915	BOLT LINK SST	0.1	15.85	0.3	31.70
1	157224	BSHG .439i ID X 1.156 SST			0.1	7.05
1	156962	BUSHING 5/8 OD X 1/2 LG SST			0.0	4.62
2	127179	BUSHING 5/8OD X 3/8 LG SST	0.0	5.65	0.0	11.30
1	148126	CHIMES BACK PANEL			6.1	583.00
2	162729	CONN PLUG HALF ABS	0.0	1.20	0.0	2.40
1	154460	EVOS CLIMB ACROSS POD			2.6	172.00
6	100353	FLG NUT 6LP 3/8-16 SST	0.1	2.46	0.3	14.76
1	188683	HDW PKG STORE COUNTER TOP			1.1	98.00
1	246077	INST EVOS SWIGGLE STIX			0.0	0.00
1	160603	INST PS/LW STOREFRONT PNL			0.0	0.00
1	177932	POD BOLT PLATE			0.8	172.00
2	135929	SOUND TUBE AL 1iODX14-7/8	0.2	43.90	0.4	87.80
2	135928	SOUND TUBE AL 1iODX15.313	0.2	43.90	0.4	87.80
1	144580	STORE COUNTER PNL			5.3	245.00
1	177938	SWIGGLE STIX POD CABLE 1			1.8	239.00
3	100365	WASHER FLAT SAE 3/8i SST	0.0	0.34	0.0	1.02

SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2022)
Additional Items	0.0	0	0.0	19.9	1,793.76

ALL PHASES	Replacement Parts	0.0	0	0.0	19.9	1,793.76
	Total	0.0	0	0.0	19.9	1,793.76

Opportunity Name Natividad Various Parts
Quote Name Natividad Creek Various Parts
Quote Number 00038267
Quote Date 4/26/2022
Quote Exp Date 7/26/2022
Est Lead Time 6-8 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
 Salinas, California 93901
 United States

Ship To Name Salinas, City of
Ship To 426 Work Street
 Salinas, California 93901
 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Parts	<p>LSI Parts Quote #1164354-01-01, includes replacement parts below with corresponding hardware:</p> <ul style="list-style-type: none"> - SlideWinder Exit Section - Chain Walk Panel - (2) Square Deck - (2) Transfer Decks - Cozy Climber Planks - Bubble Panel - Single Curved Slide Bedway <p>* See attached for line item breakdown</p>	\$8,136.43	\$8,136.43
1.00	Installation	<p>Installation of Square Decks, Transfer Decks, Slide Section, Slide Bedway, Bubble Panel, Handhold Panel and Cozy Climber Planks by a manufacturer certified installer.</p> <p>* Project DIR # needed for State Prevailing Wage projects.</p> <p>* Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>* Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required.</p> <p>* Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$3,500.00	\$3,500.00

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$8,136.43
Tax Rate	9.2500%	Tax Amount	\$752.62
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$3,500.00
		Freight Amount	\$1,428.00
		Total	\$13,817.05

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Prepared By Casey Hilbert
Email caseyh@rossrec.com

Play365 Quote

Date: 04/25/2022
By: Play365

Rep Organization: Ross Recreation Equipment Co
Contact Person: Casey Hilbert

Quote No: 1164354-01-01

Project Title: Natividad Creek Parts

Location: Salinas, CA

Additional Items						
			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2022)
Replacement Parts						
1	127093	***EXIT SECT SLDWNDR			31.5	650.00
1	275936	90* SGL POLY SLIDE			34.1	711.00
8	100198	BHCS 6LP 3/8x1-1/8i SST	0.0	1.63	0.3	13.04
4	100198	BHCS 6LP 3/8x1-1/8i SST	0.0	1.63	0.2	6.52
8	113027	BHCS 6LP 3/8x1-3/8i SST	0.1	1.91	0.4	15.28
12	100195	BHCS 6LP 3/8x5/8i SST	0.0	1.46	0.4	17.52
8	100196	BHCS 6LP 3/8x7/8i SST	0.0	1.84	0.3	14.72
4	100196	BHCS 6LP 3/8x7/8i SST	0.0	1.84	0.2	7.36
32	100196	BHCS 6LP 3/8x7/8i SST	0.0	1.84	1.3	58.88
1	100201	BHCS 6LP 5/8x1-1/2i SST			0.1	6.90
1	100686	BIT HEX SOCKET TPP 5/16i			0.0	1.72
1	106028	BRKT BOLT PV AL			0.6	47.25
1	119883	DEEP BUBBLE COMPL W/HOLES			5.0	365.00
12	100353	FLG NUT 6LP 3/8-16 SST	0.1	2.46	0.6	29.52
2	108565	HANDBAR TRANSFER DECK	11.9	462.00	23.8	924.00
1	111507	HDW PKG CURVED POLY SLD			0.4	22.05
1	111704	HDW PKG EXIT SPRT			0.3	13.65
1	125975	HDW PKG VERT LADR T-DECK			0.7	35.70
1	126171	INST 24/32DK VERT LADR PV			0.0	0.00
1	110578	INST 90* POLY SLIDE PS			0.0	0.00
1	131692	INST BUBBLE PANEL PS/LW			0.0	0.00
1	109947	INST CORKSCREWS			0.0	0.00
1	114336	INST PS COZY CLIMBER			0.0	0.00
1	127024	INST PV SLIDEWINDER POLY			0.0	0.00
1	111453	INST TRANS MOD R/L 32i DK			0.0	0.00
1	110440	INST TRANS MOD STR 32i DK			0.0	0.00
1	100685	KEY HEX TPP 5/16i			0.1	3.20
16	100327	NUT HEX STD 3/8-16 SST	0.0	0.75	0.3	12.00
8	100327	NUT HEX STD 3/8-16 SST	0.0	0.75	0.2	6.00
32	100327	NUT HEX STD 3/8-16 SST	0.0	0.75	0.6	24.00
8	113226	PLNK COZY CLMR	7.5	163.00	60.3	1,304.00
1	111234A	PV Square Tenderdeck			117.0	1,295.00
		PV Square Tenderdek				
12	112501	SPACER NYLON 3/8i ID	0.0	0.46	0.0	5.52
1	108644	TRANSFER DECK PB/PV/PS			96.1	1,328.00
1	108643	TRNSFR STEP TRNSFR MOD			42.0	472.00
1	108643	TRNSFR STEP TRNSFR MOD			42.0	472.00
1	113468	TUBE 7/8iOD X 1-11/16i AL/PNT			0.0	11.65

Play365 Quote

Date: 04/25/2022
By: Play365

Rep Organization: Ross Recreation Equipment Co
Contact Person: Casey Hilbert

Quote No: 1164354-01-01

Project Title: Natividad Creek Parts

Location: Salinas, CA

8	100362	WASHER FLAT 3/8i SST	0.0	0.46	0.1	3.68
1	100366	WASHER FLAT 5/8i SST			0.1	1.72
28	100365	WASHER FLAT SAE 3/8i SST	0.0	0.34	0.3	9.52
8	100365	WASHER FLAT SAE 3/8i SST	0.0	0.34	0.1	2.72
64	100365	WASHER FLAT SAE 3/8i SST	0.0	0.34	0.6	21.76
Custom						
1	116055	HANDHOLD PNL PBPV			9.1	174.00
1	114723	HDW SLIDEWINDER SECT			0.6	44.35
1	106561	POLE HDW (FIRE CORK LOOP)			0.2	5.20

SUMMARY		CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2022)
Additional Items		0.0	0	0.0	470.0	8,136.43

ALL PHASES	Replacement Parts	0.0	0	0.0	470.0	8,136.43
	Total	0.0	0	0.0	470.0	8,136.43

Opportunity Name Soberanes Various Parts
Quote Name Soberanes Various Parts
Quote Number 00038271
Quote Date 8/25/2022
Quote Exp Date 10/25/2022
Est Lead Time 2-4 weeks

Bill To Name Salinas, City of
Bill To 200 Lincoln Avenue
Salinas, California 93901
United States

Ship To Name Salinas, City of
Ship To 426 Work Street
Salinas, California 93901
United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Parts	CP028244 44" wide Zoo Panel to face mount to existing posts and deck. Bottom of panel to mount to deck face and will lag screw into the posts on the upper flange. Field drilling required.	\$848.00	\$848.00
1.00	111282A	Bubble Panel, Green	\$864.00	\$864.00
1.00	119515A	Pilot Panel, Green	\$1,210.00	\$1,210.00
1.00	100685	Long Arm Hex Key	\$3.35	\$3.35
1.00	100686	Hex Bit, Standard	\$1.81	\$1.81
1.00	Installation	<p>Installation of (3) new play panels by a manufacturer certified installer.</p> <p>* Project DIR # needed for State Prevailing Wage projects.</p> <p>* Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>* Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required.</p> <p>* Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$2,000.00	\$2,000.00

Total Quote Amounts

County/ City Tax	Monterey County/ Salinas	Materials Amount	\$2,927.16
Tax Rate	9.2500%	Tax Amount	\$270.76
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$2,000.00
		Freight Amount	\$625.00
		Total	\$5,822.92

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Due to material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date please contact your sales representative for current pricing.

Signature _____

Prepared By Casey Hilbert
Email caseyh@rossrec.com



Building Community since 1973

Opportunity Name	Soberanes Various Parts
Quote Name	Soberanes Various Parts
Quote Number	00038271
Quote Date	8/25/2022
Quote Exp Date	10/25/2022
Est Lead Time	2-4 weeks

Bill To Name	Salinas, City of
Bill To	200 Lincoln Avenue Salinas, California 93901 United States

Ship To Name	Salinas, City of
Ship To	426 Work Street Salinas, California 93901 United States

Name _____

Title _____

Date _____

Prepared By	Casey Hilbert
Email	caseyh@rossrec.com

BOND OF FAITHFUL PERFORMANCE

Playground Repairs

WHEREAS, said Principal is required under the terms of said Contract/Project to furnish a Bond for the faithful performance of said Contract/Project;

Now, therefore, We, the Principal and _____ as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract/Project cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract/Project and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Salinas, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract/Project the above obligation in the amount of not less than 10% of the estimated Contract/Project cost, shall hold good for a period of 1 year after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Salinas from loss or damage made evident during said period of 1 year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than 10% of the total bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

For any moneys earned by the Principal and withheld by the City of Salinas to ensure the performance of the Contract/Project, the Principal may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided within the Provisions Section 22300 of the Public Contracts Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the Contract/Project or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to the work or to the Specifications.

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

Principal Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____

(Signature in blue ink)

By: _____

(Signature in blue ink)

Surety Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____

(Signature in blue ink)

By: _____

(Signature in blue ink)

**PAYMENT BOND
(LABOR AND MATERIAL BOND)**

(To be completed and submitted after project award)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas,
Monterey County, State of California, by Resolution No. _____ (N.C.S.)
passed _____, 20____, has been awarded to
_____ hereinafter designated as
"Principal," a Contract for

Playground Repairs

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, provided that if said Principal or any of his/her or its Subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract:

Now, therefore, We, the Principal and _____ as
Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum
of _____

(\$ _____) Dollars, lawful money of the United States, being not less than **100%** of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, or any of his/her heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies, or other supplies, teams, appliances, or power used in, upon, for, or about the performance of the work contracted to be executed or performed, or any person, company, or corporation renting or hiring teams, implements, or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the Provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code so as to give a right to action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, to the work to be performed thereunder, or the Specifications accompanying the same shall in anyway affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bond parties have executed this instrument under their seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

Principal Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

Surety Name: _____

Address: _____

(Attach Notary Acknowledgment)

By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

Library and Community Services - American Rescue Plan Act - \$2,000,000

	Park Name	Playground Manufacturer	Zip Code	Council District	Playgrounds \$1,500,000
1	Azahel Cruz Pocket Park	Ross Recreation /Landscape Structures	93905	2	NA
2	Central Community Park	Ross Recreation /Landscape Structures	93901	3	\$ 1,236.90
3	Cesar Chavez Community Park	PlayCraft/Play World	93905	4	\$ 8,625.27
4	Claremont Manor Neighborhood Park	Miracle	93901	3	\$ 74,572.94
5	Clay Street Play Lot	Miracle	93901	3	\$ 5,794.71
6	Closter Community Park	Ross Recreation /Landscape Structures	93905	2	
7	Creekbridge Neighborhood Park	Ross Recreation /Landscape Structures	93906	6	\$ 10,563.25
8	El Dorado Community Park	Miracle	93906	6	\$ 16,050.00
9	El Gabilan Play Lot	Ross Recreation /Landscape Structures	93905	2	\$ 5,817.82
10	Firehouse Rec Center Play Lot	Play World	93905	2	NA
11	Harden Neighborhood Park	PlayCraft	93906	6	NA
12	Hartnell Neighborhood Park		93901	3	Pending
13	Jaycees Tot Lot	Ross Recreation /Landscape Structures	93905	2	\$ 5,052.96
14	La Paz Neighborhood Park	Play World	93905	4	NA
15	Laurel Heights Neighborhood Park	Miracle	93905	4	\$ 7,589.40
16	Laurel Neighborhood Park	Miracle	93906	5	\$ 7,996.84
17	Laurelwood Neighborhood Park	Miracle	93906	5	\$ 10,136.98
18	Los Padres Neighborhood Park	Ross Recreation /Landscape Structures	93905	2	NA
19	Maple Play Lot	Miracle	93901	3	NA
20	McKinnon Neighborhood Park	Ross Recreation /Landscape Structures	93906	6	\$ 16,756.75
21	Mission Neighborhood Park	Miracle	93901	3	\$ 5,362.57
22	Monte Bella Community Park	Ross Recreation /Landscape Structures	93905	1	\$ 5,818.68
23	Myrtle Court Play Lot	Ross Recreation /Landscape Structures	93905	4	NA
24	Natividad Creek Community Park	Ross Recreation /Landscape Structures	93905	1	\$ 13,817.05
25	Natividad Neighborhood Park	New	93906	6	\$ 162,000.00
26	Northgate Neighborhood Park	New	93906	5	\$ 470,000.00
27	Northgate Tot Lot	Miracle	93906	5	\$ 13,151.63
28	Santa Lucia Park	PlayCraft	93906	4	NA
29	Santa Rita Neighborhood Park	Miracle	93906	5	\$ 13,052.09
30	Sherwood Community Park	PlayCraft	93906	4	NA
31	Sobranes Neighborhood Park	Ross Recreation /Landscape Structures	93905	2	\$ 5,822.92
32	Soto Square Park	Miracle	93906	6	\$ 5,096.37
33	Steinbeck Neighborhood Park	New	93906	6	Pending
34	Williams Ranch Neighborhood Park	New	93905	1	\$ 190,000.00
35	Woodside Neighborhood Park	Miracle	93901	3	\$ 6,324.56
	TOTAL				\$ 1,060,639.69



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-508, **Version:** 1

Fire Station Security Camera Systems

Approve a Resolution authorizing the purchase and installation of Verkada security camera systems at all fire stations through MJ Communications at a total cost of \$112,958.84.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: SALINAS FIRE DEPARTMENT

FROM: SAMUEL KLEMEK, FIRE CHIEF

TITLE: FIRE STATIONS SECURITY CAMERA SYSTEMS

RECOMMENDED MOTION:

A motion to approve a resolution for the purchase and installation of Verkada security camera systems at all fire stations through MJ Communications at a total cost of \$112,958.84.

RECOMMENDATION:

It is recommended that the City Council approve an agreement with MJ Communications for the purchase and installation of Verkada security camera systems at all fire stations at a total cost of \$112,958.84.

EXECUTIVE SUMMARY:

The Fire Department has identified the need for enhanced surveillance camera systems across all fire stations. The Information Technology division has recommended the Verkada Security Camera System, purchased, and installed through MJ Communications, to fit the needs of all fire stations and meet network requirements.

BACKGROUND:

Ensuring and maintaining the safety of the Fire Department personnel and City assets has been a top priority of the Salinas Fire Department. Over the past several years, the department has experienced equipment theft and/or break-ins to staff vehicles across all fire stations. In addition, due to the location of several stations and the surrounding transient population, personnel continue to experience safety concerns. The Salinas Fire Department is in need of installing security camera systems at all fire stations in the city to protect City and staff assets, as well as ensure the safety of personnel. The Fire Department is working on an agreement with MJ Communications, for the purchase and installation of Verkada security camera systems across all fire stations. Verkada integrates well with the network and infrastructure requirements in the City and will provide the department with a proactive crime prevention system. The current quote obtained from MJ communications for the purchase and installation of the systems at all stations is \$112,958.84.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

Approving the proposed resolution will support the City Council's Strategic Plan Goal of Public Safety.

DEPARTMENTAL COORDINATION:

The Fire Department sought recommendation on camera systems from the Information Technology division, to ensure compatibility with network and infrastructure systems. The department will also seek to coordinate with the Information Technology division during the installation. Additionally, the Fire Department will coordinate with the Finance Department during the purchasing process.

FISCAL AND SUSTAINABILITY IMPACT:

\$112,958.84 for this procurement, and related costs are ready and available for use in the Fire Department's American Rescue Plan Act (ARPA) Fund appropriations.

ATTACHMENTS:

Resolution
MJ Communications Quote

RESOLUTION NO. _____ (N.C.S.)

**RESOLUTION AUTHORIZING THE DIRECT PURCHASE OF SECURITY CAMERAS
FOR THE SALINAS FIRE STATIONS**

WHEREAS, the Salinas Fire Department has experienced equipment theft and/or break-ins to staff vehicles across all fire stations; and,

WHEREAS, due to the location of several stations and the surrounding transient population, personnel continue to experience safety concerns; and,

WHEREAS, the Salinas Fire Department has obtained quotes for camera systems across all fire stations, to mitigate and prevent crime and ensure the safety of personnel; and,

WHEREAS, MJ Communication has quoted the department \$112, 958.84 for the purchase and installation of the Verkada camera system across all fire stations; and,

WHEREAS, the department is requesting approval of an agreement with MJ Communications for an amount not to exceed \$112, 958.84; and,

WHEREAS, the City Council can approve this purchase pursuant to Salinas Municipal Code Section 12-27 (exception to low-bid based competition) in contracting for equipment, materials, supplies, and services and pursuant to Salinas Municipal Code 12-28.080 (local purchasing preference); and

WHEREAS, the total purchase and installation cost cannot exceed \$112,958.84

NOW, THEREFORE, BE IT RESOLVED that pursuant to Salinas Municipal Code sections 12-27 and 12-28.080 the Salinas City Council authorizes the Purchase Agent to enter into an agreement with MJ Communications to complete the purchase of the security camera systems for a total cost not to exceed \$112, 958.84 and to take whatever additional action may be necessary to complete the purchase approved in this Resolution.

PASSED AND APPROVED this 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Quote

DATE

Sept 8, 2022

MJ Communications, Inc.

P. O. Box 10023

Salinas, CA 93912

(831) 214-6960

License; 1063397

jorgegarciamjc@gmail.com

Att: Samuel Klemek

Project: Salinas Fire Stations Security Cameras

Scope: Verkada Security Cameras

Fire Station 1 (5 Verkada Security Cameras-1) Viewing Station All with a Five Year License)

Install 2) CB51-30E bullet type cameras on the back of the building, 1) CB52-256E-HW dome camera nearby the Main Side Entrance, another CB52-256-HW dome camera by the BBQ area front of the building and another CB51-30E bullet type camera facing the main driveway. We will be installing Cat6 white color cable to blending with the color of the walls, since cables will be run exposed and as high as possible for a professional installation.

Install 1) Verkada Viewing Station with a 5 year license having all of the cameras displayed on the included new 43" Samsung Commercial Rated Display Rated for 16 hours a day 7 days a week. This quote includes installation of Display with a wall mount Display Bracket (electrical is excluded). Location of Display TBD

Fire Station 2 (4 Verkada Security Cameras-1) Viewing Station All with a Five Year License)

Install 2) CB51-30E bullet type cameras on the back of the building, 1) CB52-256E-HW dome camera nearby the Main Side Entrance and another CB52-256-HW dome camera at the side Entrance. We will be installing Cat6 white color cable to blending with the color of the walls, since cables will be run exposed and as high as possible for a professional installation.

Install 1) Verkada Viewing Station with a 5 year license having all of the cameras displayed on the included new 43" Samsung Commercial Rated Display Rated for 16 hours a day 7 days a week. This quote includes installation of Display with a wall mount Display Bracket (electrical is excluded). Location of Display TBD

Fire Station 3 (5 Verkada Security Cameras-1) Viewing Station All with a Five Year License)

Install 4) CB51-30E bullet type cameras on the back of the building, 1) CB52-256E-HW dome camera nearby the Main Side Entrance and 1) CB51-30E bullet type facing the main driveway. We will be installing Cat6 white color cable to blending with the color of the walls, since cables will be run exposed and as high as possible for a professional installation.

Install 1) Verkada Viewing Station with a 5 year license having all of the cameras displayed on the included new 43" Samsung Commercial Rated Display Rated for 16 hours a day 7 days a week. This quote includes installation of Display with a wall mount Display Bracket (electrical is excluded). Location of Display TBD

Fire Station 4 (2 Verkada Security Cameras-1) Viewing Station All with a Five Year License)

Install 1) CB52-256E-HW dome camera nearby the Main Entrance and another CB52-256-HW dome camera at the back side of the building covering the windows. We will be installing Cat6 white color cable to blending with the color of the walls, since cables will be run exposed and as high as possible for a professional installation.

Cat6 cable will be run inside existing conduit same conduit as the speaker cable is ran.

Wire Mold will be use as needed.

Install 1) Verkada Viewing Station with a 5 year license having all of the cameras displayed on the included new 43" Samsung Commercial Rated Display Rated for 16 hours a day 7 days a week. This quote includes installation of Display with a wall mount Display Bracket (electrical is excluded). Location of Display TBD

Fire Station 5 (5 Verkada Security Cameras-1) Viewing Station All with a Five Year License)

Install 1) CB51-30E bullet type cameras on the back of the building facing one of the gates, another bullet type (CB51-30E) camera facing the Main Entrance Gate and another Bullet (CB51-30E) facing the back parking lot.

Install 1)CB52-256E-HW dome camera will be mounted at the exterior wall of the Apparatus Bay nearby the side exit facing the Main Front Entrance.

Install 1) Bullet (CB51-30E) type camera facing the main drive way

We will be installing a ¾" EMT surface mounted conduit inside the Apparatus Bay with Cat6 cable matching existing. This quote includes the rental of a lift due to the high ceilings.

Install 1) Verkada Viewing Station with a 5 year license having all of the cameras displayed on the included new 43" Samsung Commercial Rated Display Rated for 16 hours a day 7 days a week. This quote includes installation of Display with a wall mount Display Bracket (electrical is excluded). Location of Display TBD

Fire Station 6 (5 Verkada Security Cameras-1) Viewing Station All with a Five Year License)

Install 2) CB51-30E bullet type cameras facing the side gate and back gate of the building. Install 3) CB52-256E-HW dome camera around the rest of the perimeter of the building including the Main Entrance. We will be installing Cat6 white color cable to blending with the color of the walls, since some of the cables will be run exposed and as high as possible for a professional installation.

Install 1) Verkada Viewing Station with a 5 year license having all of the cameras displayed on the included new 43" Samsung Commercial Rated Display Rated for 16 hours a day 7 days a week. This quote includes installation of Display with a wall mount Display Bracket (electrical is excluded). Location of Display TBD

Note:

Please see the attached floor plans showing the camera locations for each of the six fire stations.

City Permits or any other items not mentioned above are not included on this quote.

This is a time consuming installation due to the amount of brickwalls that we have to go through to run the cables and the high ceilings. Parts take from 10 to 15 business days unless otherwise delayed by Covid related reasons on shipments. Programming, data switches any other items not mentioned above are not included on this quote (these items are normally provided and program by the City IT Department). Licenses must be renewed before they expired in order for the above equipment to continue to operate.

Total Cost:

Labor \$35,868.00, Parts including lift rental \$70,970.10 plus Tax \$6,120.74 for the sum of \$112,958.84

Quote Expiration Date 9-25-22

Approved by; _____

Print Name

Date; _____

P.O. # _____



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-509, **Version:** 1

Amendments to Standard Agreement #5010-197 with the County of Monterey for the Salinas ARPA/PRK Motel Program

Approve a Resolution authorizing the City Manager or designee to execute Amendment No. 1 to Agreement #5010-197 with the County of Monterey to extend the agreement term through to June 30, 2023 and revise the total contract amount to \$3,858,925; and Amendment No. 2 to Agreement #5010-197 to accept and administer \$1,500,099.92 of County of Monterey American Rescue Plan Act and all applicable agreements.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: MEGAN HUNTER, DIRECTOR

BY: ROD POWELL, PLANNING MANAGER

TITLE: AMENDMENTS TO STANDARD AGREEMENT #5010-197 WITH THE COUNTY OF MONTEREY FOR THE SALINAS ARPA/PRK MOTEL PROGRAM

RECOMMENDED MOTION:

A motion to approve a resolution authorizing:

1. Amendment Number One to Agreement #5010-197 with the County of Monterey to extend the agreement term through to June 30, 2023, and revise the total contract amount to \$3,858,925; and
2. Amendment Number Two to Agreement #5010-197 to accept and administer \$1,500,099.92 of County of Monterey American Rescue Plan Act funds; and
3. the City Manager or designee to execute all applicable agreements.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing:

1. Amendment Number One to Agreement #5010-197 with the County of Monterey to extend the agreement term through to June 30, 2023, and revise the total contract amount to \$3,858,925; and
2. Amendment Number Two to Agreement #5010-197 to accept and administer \$1,500,099.92 of County of Monterey American Rescue Plan Act funds; and
3. the City Manager or designee to execute all applicable agreements.

EXECUTIVE SUMMARY:

On November 2, 2021, City of Salinas (City) entered into a Standard Agreement (Agreement) with the County of Monterey (County) to accept and administer \$1,796,632 of passthrough California Department of Social Services (CDSS) 2021-22 Project RoomKey (PRK) funds. The City used the County's PRK funds with an additional \$3 million of City's ARPA funds to create the City of Salinas ARPA/PRK Motel Program (Program). The program's intent is to provide emergency shelter options to unhoused County residents most vulnerable to the impacts of the Covid-19 pandemic and to support other City initiatives such as Health and Safety Days and the Encampment Resolution Fund grant. The County has received an expenditure deadline extension for Project

Roomkey funds and has also requested to add additional County ARPA funds to allow for program operations of the Program.

BACKGROUND:

On October 26, 2021 the City Council approve the creation of the Program to provide non-congregate shelter options to unhoused residents with specific prioritization to those who are COVID-positive, known to have been exposed to COVID-19 but not requiring hospitalization, those with high-risk factors for severe illness such as being over the age of 65 and/or having chronic health conditions, and/or to those who have been referred to shelter options from site-specific encampments in Salinas by the Salinas Outreach and Response Team (SORT). The Program was intended to run from November 2021 through October 2022. The County's PRK funds had an initial end term of June 30, 2022.

The State of California recently extended the expenditure deadline of the County's PRK funds to spend down during fiscal year 22-23. Due to the success of the Program, the County requested an extension of the term of the original Agreement with the City and has made available additional County ARPA funding through Amendments One and Two.

DISCUSSION:

Following the close out of the County's original PRK Program operated by the Coalition of Homeless Service Providers (CHSP), the County and the City of Salinas joined forces to diversify and expand the Program through the mix of City ARPA and State PRK funding. Through the City's successful administration and operating partnerships, the program has provided housing navigation support to about 237 individuals, stabilization support to 317 individuals, and has successfully placed 16 individuals into permanent housing.

Programs like these are instrumental in providing immediate, safe housing opportunities for those most in need while also providing strong support for best practices "housing first" model. To continue ensuring comprehensive, responsive, and outcome-oriented services are in place the City will continue to subcontract with the same experienced program partners to provide the necessary provision of safe, emergency motel sheltering with robust linkages and supports to access and obtain permanent housing.

CEQA CONSIDERATION:

The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) per Guidelines Section 15378.

STRATEGIC PLAN INITIATIVE:

Approval of amendments to the Agreement with the County will support much needed non-congregate shelter to vulnerable individuals under a supportive Housing First best practice model. This initiative supports several City of Salinas 2022-2025 Strategic Plan Goals and Strategies

including Housing/Affordable Housing, Public Safety, and Effective and Culturally Responsive Government.

DEPARTMENT COORDINATION:

This agenda item is solely administered by the Community Development Department with contributions from the Legal and Finance Departments.

FISCAL AND SUSTAINABILITY IMPACT:

The acceptance of additional funds will have no impact on the General Fund. Additional County ARPA funds will be appropriated in Org Set 2947.30.3245 in accordance with the budget provided to the Finance Department.

ATTACHMENTS:

1. Resolution
2. County of Monterey Agreement #5010-197
3. County of Monterey Amendment Number One to Agreement #5010-197
4. County of Monterey Amendment Number Two to Agreement #5010-197

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL TO APPROVE AMENDMENTS
NUMBER ONE AND TWO TO AGREEMENT #5010-197 WITH THE COUNTY OF
MONTEREY AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE
ALL APPLICABLE PROGRAM AGREEMENTS.**

WHEREAS, the Covid-19 pandemic continues to have significantly impacted congregate living shelter opportunities resulting in limited capacity and lengthy waiting lists for available beds within the City of Salinas and County of Monterey shelter system; and

WHEREAS, the City of Salinas APRA/PRK Motel Program was created to utilize hotels to provide non-congregate shelter options to individuals experiencing homelessness to protect human life and minimize strain on health care system capacity; and

WHEREAS, the City currently administers a centralized emergency shelter motel program that continues to receive sustained interest from homeless residents during the winter months and regularly sits at or near capacity; and

WHEREAS, on October 26, 2021, the Salinas City Council approved Resolution No. 22235 authorizing the City to enter into a Standard Agreement with the County to administer Project RoomKey funds; and

WHEREAS, the County of Monterey requested the City add County American Rescue Plan Act (ARPA) funds and extend the terms of Standard Agreement #5010-197 to administer the Salinas ARPA/PRK Motel Program.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves Amendment Number One and Amendment Number Two to Agreement #5010-197 with the County of Monterey to extend the agreement term through to June 30, 2023 and revise the total contract amount to \$3,303,306.92; and

BE IT FURTHER RESOLVED, that the Salinas City Council authorizes the acceptance and appropriation of \$1,500,099.92 of County of Monterey American Rescue Plan Act funds to the Project RoomKey Motel Program Fund (2947.30.3245); and

BE IT FURTHER RESOLVED, that the Salinas City Council authorizes the City Manager, or designee to execute all applicable Program agreements.

PASSED AND APPROVED this 20th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

The City of Salinas

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Oversight and subcontractor management of the Project Roomkey program, a non-congregate shelter with wrap around services and rapid re-housing to individuals experiencing homelessness.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 1,796,632.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 2, 2021 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

City of Salinas Project Roomkey
5010-197 2021-2022

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 Other Requirements:

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

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

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, DSS Director	Megan Hunter, Director Community Development
Name and Title	Name and Title
1000 S. Main Street, Suite 301, Salinas, CA 93901	65 W. Alisal St., Salinas, CA 93901
Address	Address
831-755-4430	831-758-7387
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

City of Salinas Project Roomkey
5010-197 2021-2022

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

City of Salinas Project Roomkey
5010-197 2021-2022

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY		CONTRACTOR	
By:	_____ Contracts/Purchasing Officer	City of Salinas _____ Contractor/Business Name *	
Date:	_____ DocuSigned by:	By: _____ (Signature of Chair, President, or Vice-President)	
By:	_____ Lori A. Medina, DSS Director Department Head (if applicable)	_____ Name and Title	
Date:	_____ 11/5/2021 9:44 AM PDT	Date: _____	
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel			
By:	_____ DocuSigned by: Anne Breton, County Counsel County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)	
Date:	_____ 10/15/2021 11:22 AM PDT	_____ Name and Title	
Approved as to Fiscal Provisions			
By:	_____ Gary Giboney Auditor/Controller	Date: _____	
Date:	_____ 10/15/2021 11:24 AM PDT		
Approved as to Liability Provisions Office of the County Counsel-Risk Manager Leslie J. Girard, County Counsel-Risk Manager			
By:	_____ Risk Management		
Date:	_____		

County Board of Supervisors' Agreement No. _____ approved on _____

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

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

City of Salinas Project Roomkey
5010-197 2021-2022

Revised 9/3/21

11 of 11

Agreement ID:

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

City of Salinas

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

STEVE CARROLL City Manager

Name and Title

Date: _____

11/1/21

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

City of Salinas Project Roomkey
5010-197 2021-2022

Revised 9/3/21

11 of 11

Agreement ID:

LIST OF EXHIBITS

City of Salinas

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit and Recovery of Overpayments
Exhibit H	Child Abuse and Neglect Reporting
Exhibit I	Elder Abuse and Neglect Reporting

SCOPE OF SERVICES/PAYMENT PROVISIONS

CITY OF SALINAS "Project Roomkey"

- A. TOTAL FUNDING:** \$1,796,632.00 (State PRK Funds)
\$1,796,632.00 Total
- B. CONTRACT TERM:** November 2, 2021 to June 30, 2022
- C. CONTACT INFORMATION:**
County Contract Monitor: Monterey County Department of Social Services
Lauren Suwansupa, Community Affiliation Manager
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-8492 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us
- Contractor Information: City of Salinas, Community Development Department
Megan Hunter, Director
65 W. Alisal Street, Salinas, CA 93901-2639
Phone: (831) 758-7387 Fax: (831) 775-4258
meganh@ci.salinas.ca.us
- Location of Services: Project Roomkey
Confidential Motel Locations
Salinas, CA
- Emergency Operations Center: Operations Section Chief
Phone: (831) 796-1922
- D. CONTRACT AWARD INFORMATION**
CONTRACTOR DUNS Number: 109819447
Date County Awarded Funding: N/A
CFDA Passthrough Information and Dollar Amount: State Funds, Project Roomkey, (PRK)
\$1,796,632.00
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A
- E. BACKGROUND**
The Project Roomkey (PRK) initiative was created to provide non-congregate shelter options (e.g., hotels, motels, trailers) to individuals experiencing homelessness with priority given to those who are COVID-positive or known to have been exposed to COVID but not requiring hospitalization, and those with high-risk factors for severe illness such as being over the age of 65 and/or having chronic health conditions. The goal of this effort is to protect human life and minimize strain on health care system capacity.

SCOPE OF SERVICES/PAYMENT PROVISIONS

As defined by the California Department of Social Services (CDSS), PRK encompasses all non-congregate shelter sites established for the purpose of protecting vulnerable individuals experiencing homelessness regardless of funding source or hotel agreement type. This agreement addresses only the COVID asymptomatic but high-risk homeless populations of PRK. The Monterey County Alternate Housing Program operated by the Monterey County Office of Emergency Services responds to COVID-positive or known to have been exposed to COVID populations.

F. DESCRIPTION OF SERVICES

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

- F.1 Provide and coordinate non-congregate shelter established for the purpose of protecting vulnerable Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground).
- F.2 Acknowledging that rooms provided through Project Roomkey may be limited, priority should be given to high-risk populations consistent with state and federal public health guidance, and Federal Emergency Management Agency (FEMA) reimbursement eligibility criteria for people experiencing homelessness.
 - F.2.1 The Centers for Disease Control (CDC) defines people over 65 and people of all ages with underlying medical conditions, particularly if not well controlled, as high-risk. These conditions include, but are not limited to, chronic lung disease or moderate to severe asthma, people who have serious heart conditions, are immunocompromised, severely obese, have diabetes, or are being treated for cancer.
- F.3 CONTRACTOR shall coordinate "Program Oversight" defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
 - F.3.1 Develop and implement standardized intake and operating procedures.
 - F.3.2 Provide rules and services to all program participants and establish a code of conduct.
 - F.3.3 Emphasize and educate staff and participants regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as required by the Public Health Officer's Shelter-In-Place Order and in accordance with CDC Interim Guidance for Homeless Service Providers:
 - F.3.3.a Ensure all staff & participants wear facial coverings.
 - F.3.3.b Ensure all staff and participants maintain appropriate physical distancing and refrain from gathering.
- F.4 CONTRACTOR shall coordinate "Case Management" services defined as room assignments, coordinating daily monitoring of all program participants, program participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
 - F.4.1 Room assignments shall be made to meet shelter in place social distancing requirements and access and functional needs.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.4.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.
- F.4.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.5 CONTRACTOR shall provide "Wrap Around Services" defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
 - F.5.1 Health support
 - F.5.2 Behavioral health services
 - F.5.3 Transportation
 - F.5.4 Accommodations for disabilities and access/functional needs
- F.6 CONTRACTOR shall coordinate provision of "Rapid Re-Housing Services" defined as coordinated services providing housing navigation, rent and move-in assistance and case management focused on housing plans that establish and achieve milestones with the ultimate goal of helping individuals and families quickly exit homelessness by getting them housing.
 - F.6.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
 - F.6.2 Frequent and regular meetings with program participants to address barriers to housing.
 - F.6.3 Provision of financial rent and move-in assistance necessary to support individuals and families obtain and maintain housing including, but not limited to: landlord incentives, security deposits including double or triple deposits, first or last month's rent payments, credit check fees, moving expenses, utility deposits or utility arrears, rental application fees, furniture and housing needs, and/or rental arrears impeding current ability to rent.

G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into the Homeless Management Information System (HMIS) and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall direct all new referrals to the Monterey County Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System to ensure all program participants have been logged and screened for safety factors.
- G.3 CONTRACTOR shall regularly assess and accommodate for access and functional needs for all program participants.
- G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
 - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.
- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.6.1 CONTRACTOR shall maintain security guards and ensure they are present on-site 24 hours a day, 7 days a week to limit public access and enforce social distancing in consideration of COVID-19.
- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.
- G.8 CONTRACTOR shall coordinate daily temperature and COVID-19 symptom assessments and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable, and not cluttered or damaged.
 - G.9.1 Checks shall be scheduled in advance, in consultation with participants, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing, and privacy of the resident and his/her belongings.,
- G.10 CONTRACTOR shall obtain and utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and participants as needed.

H. REPORTING INSTRUCTIONS & SUBMISSION

H.1 REPORTING UPDATES:

- H.1.1 CONTRACTOR shall report by close of business every Friday to the Monterey County Emergency Operations Center on the following metrics:
 - H.1.1.a Cumulative number of program participants that participated in the program tallied daily.
 - H.1.1.b Number of program participants actively participating in the program tallied daily.
 - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program tallied daily.
 - H.1.1.d Number of motel rooms occupied by the program tallied daily.
- H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
 - H.1.2.a Incidents resulting in a threat to life safety and property.
 - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
 - H.1.2.c Deceased program participants.

H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:

- H.2.1 Number of active program participants
- H.2.2 Number of program participants assessed and actively engaged in case management
- H.2.3 Number of program participants exited to transitional or permanent housing
- H.2.4 Detailed program participant discharge information including
 - H.2.4.a Days in program
 - H.2.4.b Reason for discharge
 - H.2.4.c Types of services provided
 - H.2.4.d Types of benefits secured
 - H.2.4.e Destination upon discharge
- H.2.5 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

I.2 PAYMENT SUMMARY

I.2.1 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one million seven hundred ninety-six thousand six hundred thirty-two dollars and zero cents (\$1,796,632.00)** as per **Exhibit C, Budget**.

J. INVOICING INSTRUCTIONS & SUBMISSION

J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.

J.1.1 The final close out invoice for contingencies is due no later than 30 days following the program's closure.

J.2 The invoice shall be submitted on the invoice form set forth in **Exhibit D**.

J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

End of Exhibit

EXHIBIT B

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

EXHIBIT B

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

EXHIBIT B

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

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

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential

EXHIBIT B

information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

EXHIBIT B

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and 28 CFR Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations**, Title 24, Section 3105A(e)
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996**, Section 1808

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

EXHIBIT B

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Megan Hunter as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

EXHIBIT B

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Agency Name _____ City of Salinas _____

BUDGET
NOVEMBER 2, 2021 - JUNE 30, 2022

Expense Categories	Cost	Term/ Unit	Project Roomkey Total Budget
Case Management (CHE)	\$ 910,000.00	0.2	\$ 182,000.00
Housing Navigation (CCCIL)	\$ 325,000.00	0.2	\$ 65,000.00
Admin Analyst (City) (FEMA Elig)	\$ 106,000.00	0.4	\$ 42,400.00
Motel Rooms (FEMA Elig)	\$ 2,496,600.00	0.4	\$ 998,640.00
Security (FEMA Elig)	\$ 840,000.00	0.4	\$ 336,000.00
Rapid Rehousing	\$ 500,000.00	0.3	\$ 160,592.00
Damages and Repairs	\$ 30,000.00	0.4	\$ 12,000.00
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Program Total	\$ 5,207,600.00		\$ 1,796,632.00

Budget Narrative

Expense Category	Line Item narrative		
Case Management (CHE)	\$ 182,000.00	0.20	CSUMB CHE Budget - include
Housing Navigation (CCCIL)	\$ 65,000.00	0.20	CCCIL housing navigators, night
Admin Analyst (City) (FEMA Elig)	\$ 42,400.00	0.40	Half costs of 1.0 FTE full time
Motel Rooms (FEMA Elig)	\$ 998,640.00	0.40	~\$76/room night x Days, includes
Security (FEMA Elig)	\$ 336,000.00	0.40	Security subcontracted monthly
Rapid Rehousing	\$ 160,592.00	0.32	Direct financial assistance for
Damages and Repairs	\$ 12,000.00	0.40	For minor damages and repairs
	\$ -	0.00	
	\$ -	0.00	
	\$ -	0.00	
	\$ -	0.00	

Funding Source: State PRK Funds and FEMA (if eligible)

City of Salinas, Community Development Department
Monterey County Department of Social Services
November 2, 2021 - June 30, 2022

Exhibit D

Invoice Period:

Expense Categories	Total Budget	Project Roomkey	Total Monthly Expenses	To Date Expenses	Balance Remaining
Case Management (CHE)	\$ 182,000.00	\$ -	\$ -	\$ -	\$ 182,000.00
Housing Navigation (CCCIL)	\$ 65,000.00	\$ -	\$ -	\$ -	\$ 65,000.00
Admin Analyst (CITY)	\$ 42,400.00	\$ -	\$ -	\$ -	\$ 42,400.00
Motel Rooms	\$ 998,640.00	\$ -	\$ -	\$ -	\$ 998,640.00
Security	\$ 336,000.00	\$ -	\$ -	\$ -	\$ 336,000.00
Rapid Rehousing	\$ 160,592.00	\$ -	\$ -	\$ -	\$ 160,592.00
Damage and Repairs	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,796,632.00	\$ -	\$ -	\$ -	\$ 1,796,632.00
Total Budget		\$ 1,796,632.00			
Year to Date		\$ -			
Balance Remaining		\$ 1,796,632.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:

City of Salinas-Community Development Department
65 W. Alisal St. Salinas, CA 93901-2639

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of

EXHIBIT E

Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

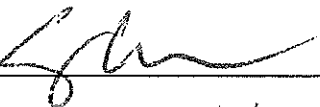
The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in

EXHIBIT E

good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

By: 

Title: my mother

Date: 11/1/21

CERTIFICATION REGARDING LOBBYING

City of Salinas

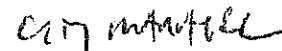
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



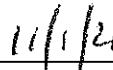
Signature



Title

City of Salinas

Agency/Organization



Date

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

- 1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

- 2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

- 3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

- a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Exhibit G



(signature of authorized representative)

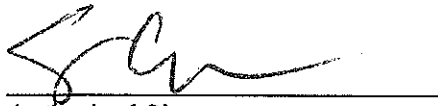
11/1/21

(date)

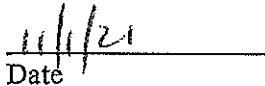
CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.



Authorized Signature



Date

- ♦ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ♦ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

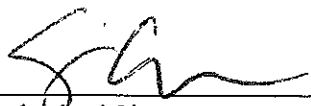
**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>



Authorized Signature



Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call
1 (800) 510-2020

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-197
City of Salinas

This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and City of Salinas (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of the Project Roomkey program for high-risk COVID-19 homeless residents with a term of November 2, 2021 through June 30, 2022 for a total contract amount of \$1,796,632.00 (hereinafter "Original Agreement").

WHEREAS, The parties wish to amend the agreement via Amendment #1 to extend the term through **June 30, 2023** and add **\$2,062,293** for a revised contract amount of **\$3,858,925**.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, except as specifically set forth below.

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS" is amended to read as follows:**
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by county to CONTRACTOR under this agreement shall not exceed the sum of **\$3,858,925.00**"
2. **Section 3.0, The first sentence of paragraph titled "TERM OF AGREEMENT" is amended to read as follows:**
"The term of this Agreement is from November 2, 2021 to **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement."
3. Exhibit AA reflects the revised contract total, the revised contract term and the addition of the new services to the scope of work.
4. **Exhibits CC and D-1** reflect the added **\$2,062,293**, the revised total of **\$3,858,925** and the new contract term.
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the Original Agreement.
6. A copy of this Amendment #1 shall be attached to the Original Agreement.

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-197
City of Salinas

This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and City of Salinas (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of the Project Roomkey program for high-risk COVID-19 homeless residents with a term of November 2, 2021 through June 30, 2022 for a total contract amount of \$1,796,632.00 (hereinafter "Original Agreement").

WHEREAS, The parties wish to amend the agreement via Amendment #1 to **extend the term through June 30, 2023 and add \$2,062,293** for a revised contract amount of **\$3,858,925**.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, except as specifically set forth below.

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS" is amended to read as follows:**
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by county to CONTRACTOR under this agreement shall not exceed the sum of **\$3,858,925.00**"
2. **Section 3.0, The first sentence of paragraph titled "TERM OF AGREEMENT" is amended to read as follows:**
"The term of this Agreement is from November 2, 2021 to **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement."
3. Exhibit AA reflects the revised contract total, the revised contract term and the addition of the new services to the scope of work.
4. **Exhibits CC and D-1** reflect the added **\$2,062,293**, the revised total of **\$3,858,925** and the new contract term.
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the Original Agreement.
6. A copy of this Amendment #1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: DocuSigned by:
Lori A. Medina, DSS Director
DE027950448749D
Lori A. Medina
DSS Director

Date: 6/30/2022 | 9:20 AM PDT

CONTRACTOR:

City of Salinas

By: _____
(Chair, President, Vice-President)

(Print Name & Title)

Date: _____

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: _____

Approved as to Form:

DocuSigned by:
Anne Brennon, County Counsel
07025F3AA36B4A4...
Deputy County Counsel

Date: 5/19/2022 | 11:29 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D38348FEC1D8449...
Auditor-Controller's Office

Date: 5/19/2022 | 12:07 PM PDT

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
Lori A. Medina
DSS Director

Date: _____

CONTRACTOR:

City of Salinas

By: _____
(Chair, President, Vice-President)

STEVE CHAIRMAN, CITY MANAGER
(Print Name & Title)

Date: 5/31/22

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: _____

Approved as to Form:

Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:

Auditor-Controller's Office

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

CITY OF SALINAS
"Project Roomkey"

A.	TOTAL FUNDING:	\$1,796,632.00	State PRK Funds
		<u>\$2,062,293.00</u>	<u>County ARPA Funds</u>
		\$3,858,925.00	Total Funds

B. **CONTRACT TERM:** November 2, 2021 to **June 30, 2023**

C. **CONTACT INFORMATION:**
County Contract Monitor: Monterey County Department of Social Services
Lauren Suwansupa, Community Affiliation Manager
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-8492 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us

Contractor Information: City of Salinas, Community Development Department
Megan Hunter, Director
65 W. Alisal Street, Salinas, CA 93901-2639
Phone: (831) 758-7387 Fax: (831) 775-4258
meganh@ci.salinas.ca.us

Location of Services: Project Roomkey
Confidential Motel Locations
Salinas and Marina, CA

Emergency Operations Center: Operations Section Chief
Phone: (831) 796-1922

D. **CONTRACT AWARD INFORMATION**
CONTRACTOR DUNS Number: 109819447
Date County Awarded Funding: N/A
CFDA Passthrough Information and Dollar Amount: State Funds, Project Roomkey, (PRK)
\$1,796,632.00 and ARPA \$2,062,293.00
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. **BACKGROUND**
The Project Roomkey (PRK) initiative was created to provide non-congregate shelter options (e.g., hotels, motels, trailers) to individuals experiencing homelessness with priority given to those who are COVID-positive or known to have been exposed to COVID but not requiring hospitalization, and those with high-risk factors for severe illness such as being over the age of 65 and/or having chronic health conditions. The goal of this effort is to protect human life and minimize strain on health care system capacity.

SCOPE OF SERVICES/PAYMENT PROVISIONS

As defined by the California Department of Social Services (CDSS), PRK encompasses all non-congregate shelter sites established for the purpose of protecting vulnerable individuals experiencing homelessness regardless of funding source or hotel agreement type. This agreement addresses COVID asymptomatic and high-risk homeless populations of PRK. The Monterey County Alternate Housing Program operated by the Monterey County Office of Emergency Services responds to COVID-positive or known to have been exposed to COVID populations.

F. DESCRIPTION OF SERVICES

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

- F.1 Provide and coordinate non-congregate shelter established for the purpose of protecting vulnerable Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground).
- F.2 Acknowledging that rooms provided through Project Roomkey may be limited, priority should be given to high-risk populations consistent with state and federal public health guidance, and Federal Emergency Management Agency (FEMA) reimbursement eligibility criteria for people experiencing homelessness.
 - F.2.1 The Centers for Disease Control (CDC) defines people over 65 and people of all ages with underlying medical conditions, particularly if not well controlled, as high-risk. These conditions include, but are not limited to, chronic lung disease or moderate to severe asthma, people who have serious heart conditions, are immunocompromised, severely obese, have diabetes, or are being treated for cancer.
- F.3 CONTRACTOR shall coordinate "Program Oversight" defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
 - F.3.1 Develop and implement standardized intake and operating procedures.
 - F.3.2 Provide rules and services to all program participants and establish a code of conduct.
 - F.3.3 Emphasize and educate staff and participants regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as **recommended by CDC Guidance for Homeless Service Providers:**
 - ~~F.3.3.a — Ensure all staff & participants wear facial coverings.~~
 - ~~F.3.3.b — Ensure all staff and participants maintain appropriate physical distancing and refrain from gathering.~~
- F.4 CONTRACTOR shall coordinate "Case Management" services defined as room assignments, coordinating daily monitoring of all program participants, program participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
 - F.4.1 Room assignments shall be made to meet ~~shelter in place social distancing~~ **individual** access and functional needs.
 - F.4.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.4.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.5 CONTRACTOR shall provide “Wrap Around Services” defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
 - F.5.1 Health support
 - F.5.2 Behavioral health services
 - F.5.3 Transportation
 - F.5.4 Accommodations for disabilities and access/functional needs
- F.6 CONTRACTOR shall coordinate provision of “Rapid Re-Housing Services” defined as coordinated services providing housing navigation, rent and move-in assistance and case management focused on housing plans that establish and achieve milestones with the ultimate goal of helping individuals and families quickly exit homelessness by getting them housing.
 - F.6.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
 - F.6.2 Frequent and regular meetings with program participants to address barriers to housing.
 - F.6.3 Provision of financial rent and move-in assistance necessary to support individuals and families obtain and maintain housing including, but not limited to: landlord incentives, security deposits including double or triple deposits, first or last month’s rent payments, credit check fees, moving expenses, utility deposits or utility arrears, rental application fees, furniture and housing needs, and/or rental arrears impeding current ability to rent.

G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into the Homeless Management Information System (HMIS) and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall direct all new referrals to the Monterey County Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System to ensure all program participants have been logged and screened for safety factors.
- G.3 CONTRACTOR shall regularly assess and accommodate for access and functional needs for all program participants.
- G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
 - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.
- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.
 - ~~G.6.1~~ CONTRACTOR shall maintain security guards and ensure they are present on-site 24 hours a day, 7 days a week to limit public access and enforce social distancing in consideration of COVID-19.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.
- G.8 CONTRACTOR shall ~~coordinate daily temperature and~~ maintain awareness of COVID-19 symptoms **among program participants** and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable, and not cluttered or damaged.
 - G.9.1 Checks shall be scheduled in advance, in consultation with participants, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing, and privacy of the resident and his/her belongings.,
- G.10 CONTRACTOR ~~shall obtain and utilize~~ **is encouraged and recommended** to utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and program participants as needed.

H. REPORTING INSTRUCTIONS & SUBMISSION

H.1 REPORTING UPDATES:

- H.1.1 CONTRACTOR shall report **monthly on program operations using the HMIS CAPER report and make by close of business every Friday to the Monterey County Emergency Operations Center on the following metrics accessible through shared program tracking spreadsheets:**
 - H.1.1.a Cumulative number of program participants that participated in the program tallied daily.
 - H.1.1.b Number of program participants actively participating in the program tallied daily.
 - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program tallied daily.
 - H.1.1.d Number of motel rooms occupied by the program tallied daily.
- H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
 - H.1.2.a Incidents resulting in a threat to life safety and property.
 - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
 - H.1.2.c Deceased program participants.

H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:

- H.2.1 Number of active program participants
- H.2.2 Number of program participants assessed and actively engaged in case management
- H.2.3 Number of program participants exited to transitional or permanent housing
- H.2.4 Detailed program participant discharge information including
 - H.2.4.a Days in program
 - H.2.4.b Reason for discharge
 - H.2.4.c Types of services provided
 - H.2.4.d Types of benefits secured
 - H.2.4.e Destination upon discharge

SCOPE OF SERVICES/PAYMENT PROVISIONS

H.2.5 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.

I. PAYMENT PROVISIONS

I.1 COUNTY shall pay CONTRACTOR per the terms set forth in Exhibit B, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

I.2 PAYMENT SUMMARY

I.2.1 The total amount payable by County to CONTRACTOR for the period November 2, 2021 through June 30, 2022 shall not exceed one million seven hundred ninety-six thousand six hundred thirty-two dollars (\$1,796,632.00) per Exhibit CC, Budget.

I.2.2 The total amount payable by County to CONTRACTOR for the period July 1, 2022 through June 30, 2023 shall not exceed two million sixty-two thousand two hundred ninety-three dollars (\$2,062,293.00) per Exhibit CC, Budget.

I.2.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed three million eight hundred fifty-eight thousand nine hundred twenty-five dollars and zero cents (\$3,858,925.00) per Exhibit CC, Budget.

J. INVOICING INSTRUCTIONS & SUBMISSION

J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.

J.1.1 The final close out invoice for contingencies is due no later than 30 days following the program's closure.

J.2 The PRK funding invoice shall be submitted on the invoice form set forth in Exhibit D.

J.3 The ARPA funding invoice shall be submitted on the invoice form set forth in Exhibit D-1.

J.4 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

End of Exhibit

November 2, 2021 - June 30, 2023

Agency Name City of Salinas

Expense Categories	PRK Funds	County ARPA Funds	Total Budget
	\$1,796,632.00	\$2,062,293.00	\$3,858,925.00
Case Management (CHE)	\$ 182,000.00	\$ 265,000.00	\$ 447,000.00
Housing Navigation (CCCIL)	\$ 65,000.00	\$ 44,280.00	\$ 109,280.00
Admin Analyst (City)	\$ 42,400.00	\$ 75,000.00	\$ 117,400.00
Motel Rooms	\$ 998,640.00	\$ 680,310.00	\$ 1,678,950.00
Security	\$ 336,000.00	\$ 228,895.00	\$ 564,895.00
Rapid Rehousing (CHE & CCCIL)	\$ 160,592.00	\$ 75,339.00	\$ 235,931.00
Damages and Repairs	\$ 12,000.00	\$ 8,176.00	\$ 20,176.00
Clinical Therapist (MSW, MFT)	\$ -	\$ 250,000.00	\$ 250,000.00
Homekey Interim Housing/Property Mgmt	\$ -	\$ 435,293.00	\$ 435,293.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Program Total	\$ 1,796,632.00	\$ 2,062,293.00	\$ 3,858,925.00

Budget Narrative

Expense Category	Line Item narrative
Case Management (CHE)	CSUMB CHE Budget - include case managers, supplies, PPE, transportation for guests (taxi vouchers, bus passes, uber), toiletries and supportive garments, incident or COVID cleaning).
Housing Navigation (CCCIL)	CCCIL property management at Country Inn and housing navigators. On site overnight supervision of program - staff, front desk worker, and site coordinator.
Admin Analyst (City)	Half costs of 1.0 FTE full time staff from City of Salinas
Motel Rooms	15 Room at \$125/room night, for 365 Days, includes laundry access
Security	Security subcontracted monthly
Rapid Rehousing (CHE & CCCIL)	CHE and CCCIL to provide Landlord Engagment and Housing Navigation (Direct financial assistance for rehousing and removing barriers to housing placements)
Damages and Repairs	For minor damages and repairs to motel rooms upon room exits
Clinical Therapist (MSW, MFT)	Behavioral health assessments (subcontracted) for program participants
Homekey Interim Housing/Property Mgmt	Project Homekey operator, Step Up, property management and program support for PRK to PHK transitions.

COUNTY OF MONTEREY
Amendment #2 to Agreement #5010-197
City of Salinas

This Amendment #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and the City of Salinas (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of the Project Roomkey program for high-risk COVID-19 homeless residents with a term of November 2, 2021 through June 30, 2022 for a total contract amount of \$1,796,632.00 (hereinafter “Original Agreement”).

WHEREAS, the parties amended the agreement via Amendment #1 to extend the term through June 30, 2023 and add \$2,062,293 for a revised contract amount of \$3,858,925.

WHEREAS, the parties wish to amend the agreement via Amendment #2 to **add** Project Roomkey (PRK) funds in the amount of **\$6,575** for a new PRK total of **\$1,803,207.00** and **extend the PRK expenditure period through June 30, 2023** and **reduce** the American Rescue Plan Act (ARPA) funding by **\$562,193.08** for a new ARPA total of **\$1,500,099.92**. These changes result in a new overall contract total of **\$3,303,306.92**.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment #1, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, subject to the limitations set forth in this agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$3,303,306.92**.”
2. **Exhibit AAA** reflects the revised contract **total of \$3,303,306.92, the extension of the PRK expenditure period** and the addition of **Exhibit A-1**, the new PRK reporting tool, to the scope of work.
3. The monthly Project Roomkey reporting tool, **Exhibit A-1, is being added.**
4. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AAA, CCC and DD-1.**
5. **Exhibits CCC and DD-1** reflect the addition of state PRK funds in the amount of **\$562,193.08**, the extended expenditure period to **June 30, 2023**, and the reduction of ARPA funds in the amount of **\$562,193.08**, for a new contract total of **\$3,303,306.92**.
6. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this by this Amendment #2 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment #1.

7. A copy of this Amendment #2 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
(DSS Director/Assistant Director)

(Print Name & Title)

Date: _____

CONTRACTOR:

City of Salinas

By: _____
(Chair, President, Vice-President)

(Print Name & Title)

Date: _____

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: _____

Approved as to Form:

Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:

Auditor-Controller's Office

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

CITY OF SALINAS
“Project Roomkey”

A. TOTAL FUNDING:	\$1,241,013.92	State PRK Funds
	\$1,241,013.92	Total November 2, 2021 – June 30, 2022
	\$ 562,193.08	State PRK Funds
	\$1,500,099.92	County ARPA Funds
	\$2,062,293.00	Total July 1, 2022 – June 30, 2023
\$3,303,306.92 Total Funds		

B. CONTRACT TERM: November 2, 2021 to June 30, 2023

C. CONTACT INFORMATION:

County Contract Monitor:

Monterey County Department of Social Services
Denise Vienne, Management Analyst
 1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4484 Fax: (831) 755-8477
vienned@co.monterey.ca.us

Contractor Information:

City of Salinas, Community Development Department
 Megan Hunter, Director
 65 W. Alisal Street, Salinas, CA 93901-2639
 Phone: (831) 758-7387 Fax: (831) 775-4258
meganh@ci.salinas.ca.us

Location of Services:

Project Roomkey
 Confidential Motel Locations
 Salinas and Marina, CA

Emergency Operations Center:

Operations Section Chief
 Phone: (831) 796-1922

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI: CHDSBL29G9Z5

Date County Awarded Funding: N/A

CFDA Passthrough Information and Dollar Amount: State Funds, Project Roomkey, (PRK)
 \$1,796,632.00 and ARPA \$2,062,293.00

Federal Award Description: N/A

Research and Development: No

Indirect Cost Rate: N/A

E. BACKGROUND

The Project Roomkey (PRK) initiative was created to provide non-congregate shelter options (e.g., hotels, motels, trailers) to individuals experiencing homelessness with priority given to those who are COVID-positive or known to have been exposed to COVID but not requiring

SCOPE OF SERVICES/PAYMENT PROVISIONS

hospitalization, and those with high-risk factors for severe illness such as being over the age of 65 and/or having chronic health conditions. The goal of this effort is to protect human life and minimize strain on health care system capacity.

As defined by the California Department of Social Services (CDSS), PRK encompasses all non-congregate shelter sites established for the purpose of protecting vulnerable individuals experiencing homelessness regardless of funding source or hotel agreement type. This agreement addresses COVID asymptomatic and high-risk homeless populations of PRK. The Monterey County Alternate Housing Program operated by the Monterey County Office of Emergency Services responds to COVID-positive or known to have been exposed to COVID populations.

F. DESCRIPTION OF SERVICES

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

- F.1 Provide and coordinate non-congregate shelter established for the purpose of protecting vulnerable Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground).
- F.2 Acknowledging that rooms provided through Project Roomkey may be limited, priority should be given to high-risk populations consistent with state and federal public health guidance, and Federal Emergency Management Agency (FEMA) reimbursement eligibility criteria for people experiencing homelessness.
 - F.2.1 The Centers for Disease Control (CDC) defines people over 65 and people of all ages with underlying medical conditions, particularly if not well controlled, as high-risk. These conditions include, but are not limited to, chronic lung disease or moderate to severe asthma, people who have serious heart conditions, are immunocompromised, severely obese, have diabetes, or are being treated for cancer.
- F.3 CONTRACTOR shall coordinate “Program Oversight” defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
 - F.3.1 Develop and implement standardized intake and operating procedures.
 - F.3.2 Provide rules and services to all program participants and establish a code of conduct.
 - F.3.3 Emphasize and educate staff and participants regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as recommended by CDC Guidance for Homeless Service Providers:
- F.4 CONTRACTOR shall coordinate “Case Management” services defined as room assignments, coordinating daily monitoring of all program participants, program participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
 - F.4.1 Room assignments shall be made to meet individual access and functional needs.
 - F.4.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.4.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.5 CONTRACTOR shall provide “Wrap Around Services” defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
 - F.5.1 Health support
 - F.5.2 Behavioral health services
 - F.5.3 Transportation
 - F.5.4 Accommodations for disabilities and access/functional needs
- F.6 CONTRACTOR shall coordinate provision of “Rapid Re-Housing Services” defined as coordinated services providing housing navigation, rent and move-in assistance and case management focused on housing plans that establish and achieve milestones with the ultimate goal of helping individuals and families quickly exit homelessness by getting them housing.
 - F.6.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
 - F.6.2 Frequent and regular meetings with program participants to address barriers to housing.
 - F.6.3 Provision of financial rent and move-in assistance necessary to support individuals and families obtain and maintain housing including, but not limited to: landlord incentives, security deposits including double or triple deposits, first or last month’s rent payments, credit check fees, moving expenses, utility deposits or utility arrears, rental application fees, furniture and housing needs, and/or rental arrears impeding current ability to rent.

G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into the Homeless Management Information System (HMIS) and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall direct all new referrals to the Monterey County Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System to ensure all program participants have been logged and screened for safety factors.
- G.3 CONTRACTOR shall regularly assess and accommodate for access and functional needs for all program participants.
- G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
 - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.
- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.
 - CONTRACTOR shall maintain security guards and ensure they are present on-site 24 hours a day, 7 days a week to limit public access.
- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.8 CONTRACTOR shall maintain awareness of COVID-19 symptoms among program participants and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable, and not cluttered or damaged.
 - G.9.1 Checks shall be scheduled in advance, in consultation with participants, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing, and privacy of the resident and his/her belongings.,
- G.10 CONTRACTOR is encouraged and recommended to utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and program participants as needed.

H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 REPORTING UPDATES:
 - H.1.1 CONTRACTOR shall report monthly on program operations using the HMIS CAPER report and make following metrics accessible through shared program tracking spreadsheets:
 - H.1.1.a Cumulative number of program participants that participated in the program tallied daily.
 - H.1.1.b Number of program participants actively participating in the program tallied daily.
 - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program tallied daily.
 - H.1.1.d Number of motel rooms occupied by the program tallied daily.
 - H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
 - H.1.2.a Incidents resulting in a threat to life safety and property.
 - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
 - H.1.2.c Deceased program participants.
- H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:
 - H.2.1 Number of active program participants
 - H.2.2 Number of program participants assessed and actively engaged in case management
 - H.2.3 Number of program participants exited to transitional or permanent housing
 - H.2.4 Detailed program participant discharge information including
 - H.2.4.a Days in program
 - H.2.4.b Reason for discharge
 - H.2.4.c Types of services provided
 - H.2.4.d Types of benefits secured
 - H.2.4.e Destination upon discharge
 - H.2.5 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.
 - H.2.5.a CONTRACTOR shall complete the “Monthly Project Roomkey Report” to be submitted with the monthly invoice**

SCOPE OF SERVICES/PAYMENT PROVISIONS

on the form attached as Exhibit A-1 for all months in which State PRK funds are utilized.

I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in Exhibit B, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 PAYMENT SUMMARY
 - I.2.1 The total amount payable by County to CONTRACTOR for the period November 2, 2021 through June 30, 2022 shall not exceed **one million two hundred forty-one thousand thirteen dollars and ninety-two cents (\$1,241,013.92) per Exhibit CCC, Budget.**
 - I.2.2 The total amount payable by County to CONTRACTOR for the period July 1, 2022 through June 30, 2023 shall not exceed two million sixty-two thousand two hundred ninety-three dollars (\$2,062,293.00) per **Exhibit CCC, Budget.**
 - I.2.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three million three hundred three thousand three hundred six dollars and ninety-two cents (\$3,303,306.92) per Exhibit CCC, Budget.**

J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.
 - J.1.1 The final close out invoice for contingencies is due no later than 30 days following the program's closure.
- J.2 The PRK funding invoice shall be submitted on the invoice form set forth in **Exhibit DD-1.**
- J.3 The ARPA funding invoice shall be submitted on the invoice form set forth in **Exhibit DD-1.**
- J.4 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

End of Exhibit

Monthly Project Roomkey Report		
Service Month:		
Description of Services and/or Items	Cost	Individuals Served During Invoice Period (# of individuals who were served with these expenditures)
1. Ongoing Non-Congregate Shelter		
2. Total Rehousing Cost (total a, b and c)	\$ -	0
a. Total Housing Related Direct Financial Assistance (total costs in categories I, ii, and iii listed below)	\$ -	0
i. Move in cost		
ii. Landlord incentives and engagement		
iii. Rental Assistance		
b. Housing Case Management, Housing Navigation, and Housing Surge activities (including staff time dedicated to housing case planning and assessments, housing search, and housing surge planning etc.)		
c. Administrative Costs (including data entry)		
3. Other Cost Associated with PRK and Rehousing Strategy (attach written preapproval from CDSS)		
Grand Total	\$ -	0

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D and Exhibit DD-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CCC**. Only the costs listed in **Exhibit CCC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

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

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential

information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code** Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Megan Hunter as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

November 2, 2021 - June 30, 2023

Agency Name City of Salinas

Expense Categories	PRK Funds (11/2/21 - 6/30/22) \$1,241,013.92	PRK Funds (7/1/22 - 6/30/23) \$562,193.08	County ARPA Funds (7/1/22 - 6/30/23) \$1,500,099.92	Total Budget \$3,303,306.92
Case Management (CHE)	\$ 169,841.42	\$ -	\$ 302,669.50	\$ 472,510.92
Housing Navigation (CCCIL)	\$ 65,727.23	\$ -	\$ 160,280.00	\$ 226,007.23
City Analyst	\$ 90,483.33	\$ -	\$ 75,000.00	\$ 165,483.33
Motel Rooms	\$ 714,368.82	\$ 562,193.08	\$ 553,409.92	\$ 1,829,971.82
Security	\$ 190,487.00	\$ -	\$ 228,895.00	\$ 419,382.00
Rapid Rehousing (CHE & CCCIL)	\$ 10,106.12	\$ -	\$ 75,339.00	\$ 85,445.12
Damages and Repairs	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
Clinical Therapist (MSW, MFT)	\$ -	\$ -	\$ -	\$ -
PSH Coordination (Step Up)	\$ -	\$ -	\$ 54,506.50	\$ 54,506.50
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Program Total	\$ 1,241,013.92	\$ 562,193.08	\$ 1,500,099.92	\$ 3,303,306.92

Budget Narrative

Expense Category	Line Item narrative
Case Management (CHE)	CSUMB CHE Budget - include case managers, supplies, PPE, transportation for guests (taxi vouchers, bus passes, uber), toiletries and supportive garments, incident or COVID cleaning).
Housing Navigation (CCCIL)	CCCIL property management at Country Inn and housing navigators. On site overnight supervision of program - staff, front desk worker, and site coordinator.
City Analyst	Half costs of 1.0 FTE full time staff from City of Salinas
Motel Rooms	Motel Rooms at \$125/room night, includes laundry access
Security	Security subcontracted monthly
Rapid Rehousing (CHE & CCCIL)	CHE and CCCIL to provide Landlord Engagment and Housing Navigation (Direct financial assistance for rehousing and removing barriers to housing placements)
Damages and Repairs	For minor damages and repairs to motel rooms upon guest exits
Clinical Therapist (MSW, MFT)	Service removed due to inability to secure stable behavioral health staff linkage. Referrals out for service will continue as needed to serve this demand.
PSH Coordination (Step Up)	Coordinate, support and assist in moving individuals into permanent supportive housing (PSH) and prepare participants for permanent housing options. Service performed by "Step Up" organization.

Funding Source: State PRK and County ARPA Funds

City of Salinas, Community Development Department
Monterey County Department of Social Services
November 2, 2021 - June 30, 2023

Remit To:
City of Salinas-Community Development Department
65 W. Alisal St. Salinas, CA 93901-2639

Invoice Month:		Invoice Name:			
Expense Categories	Total Budget	State PRK Funds 7/1/22 - 6/30/23	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Case Management (CHE)	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Navigation (CCCIL)	\$ -	\$ -	\$ -	\$ -	\$ -
City Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
Motel Rooms	\$ 562,193.08	\$ -	\$ -	\$ -	\$ 562,193.08
Security	\$ -	\$ -	\$ -	\$ -	\$ -
Rapid Rehousing (CHE & CCCIL)	\$ -	\$ -	\$ -	\$ -	\$ -
Damages and Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
PSH Coordination (Step Up)	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Service Total	\$ 562,193.08	\$ -	\$ -	\$ -	\$ 562,193.08
Total Service Budget		\$ 562,193.08			
Year to Date		\$ -			
Balance Remaining		\$ 562,193.08			

Expense Categories	Total Budget	County ARPA	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Case Management (CHE)	\$ 302,669.50	\$ -	\$ -	\$ -	\$ 302,669.50
Housing Navigation (CCCIL)	\$ 160,280.00	\$ -	\$ -	\$ -	\$ 160,280.00
City Analyst	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00
Motel Rooms	\$ 553,409.92	\$ -	\$ -	\$ -	\$ 553,409.92
Security	\$ 228,895.00	\$ -	\$ -	\$ -	\$ 228,895.00
Rapid Rehousing (CHE & CCCIL)	\$ 75,339.00	\$ -	\$ -	\$ -	\$ 75,339.00
Damages and Repairs	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00
PSH Coordination (Step Up)	\$ 54,506.50	\$ -	\$ -	\$ -	\$ 54,506.50
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Service Total	\$ 1,500,099.92	\$ -	\$ -	\$ -	\$ 1,500,099.92
Total Service Budget		\$ 1,500,099.92			
Year to Date		\$ -			
Balance Remaining		\$ 1,500,099.92			
Complete Total	\$ 2,062,293.00	\$ -	\$ -	\$ -	\$ 2,062,293.00
Total Budget		\$ 2,062,293.00			
Year to Date		\$ -			
Balance Remaining		\$ 2,062,293.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice _____ Title _____ Phone # _____

Authorizing Signature / Date _____

Monterey County Authorized Signature / Date _____



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#22-517, **Version:** 1

Authorization to Support California Department of Transportation Reconnecting Communities Pilot Project Discretionary Grant

Approve a Resolution authorizing the Mayor to submit a letter of support for California Department of Transportation (Caltrans) Reconnecting Communities Grant and approving the City's commitment to fund a portion of the required local match contribution, if awarded.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: SEPTEMBER 20, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT
PUBLIC WORKS

FROM: MEGAN HUNTER, DIRECTOR
DAVID JACOBS, DIRECTOR

BY: LISA BRINTON, ASSISTANT DIRECTOR
ANDREW EASTERLING, TRAFFIC ENGINEER

TITLE: AUTHORIZATION TO SUPPORT CALIFORNIA DEPARTMENT
OF TRANSPORTATION RECONNECTING COMMUNITIES
PILOT PROJECT DISCRETIONARY GRANT

RECOMMENDED MOTION:

Motion authorizing the Mayor to submit a letter of support for California Department of Transportation (Caltrans) Reconnecting Communities Grant and approving the City's commitment to fund a portion of the required local match contribution, if awarded.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the Mayor to provide a letter of support for the Caltrans' Reconnecting Communities Grant application to fund a feasibility study of key bicycle and pedestrian barriers.

EXECUTIVE SUMMARY:

Caltrans, the City of Salinas, and the Transportation Agency for Monterey County (TAMC) are collaborating on a 2022 Reconnecting Communities Grant application requesting funding to conduct a feasibility study of key bicycle and pedestrian barriers along US 101 at Alvin Drive, State Route 183 and Union Pacific Railroad (UPRR) adjacent to Chinatown. Caltrans is the lead agency, and the City and TAMC are co-applicants. The objective of the proposed study is to increase pedestrian and bicycle accessibility and connectivity to employment areas, shopping, restaurants, medical providers, and public transportation through evaluating current barriers, crossing alternatives and enhanced safety and connectivity features for bicyclists and pedestrians. If awarded, City participation would include a portion of the local match commitment of up to \$100,000. The recommended funding source of the City's portion of the local match is CIP 9070 (Chinatown Revitalization Plan) and Traffic Fee Ordinance funds (2306-Development Fees-Arterials). A draft letter of support is provided as an attachment to this report.

BACKGROUND:

Recent community-driven plans (Downtown Vibrancy Plan, 2015 and Chinatown Revitalization Plan, 2019), city studies (Vision Zero Action Plan, 2021), and regional plans (Regional Transportation Plan, 2022) identify infrastructure and safety barriers that divide low-income communities from employment, retail destinations, medical providers, and rail and bus transit facilities. Currently, there are no bicycle or pedestrian facilities that allow the community to cross at along US 101 at Alvin Drive, State Route 183 and Union Pacific Railroad (UPRR) adjacent to Chinatown, safely and conveniently. The only existing routes require very long, out-of-direction trips that are not ADA (Americans Disabilities Act) compliant and impose high levels of traffic stress for non-automobile modes.

DISCUSSION:

The feasibility study will identify and evaluate the feasibility of new and improved connectivity over and across the State Highway System (Route 183 and US101), Main Street, and an active rail line (UPRR), where pedestrians and cyclists currently have no viable alternative to cross. In summary the study will

- 1) examine the existing behavior of bicyclists and pedestrians in and around the Chinatown and Alvin/US 101 transportation barriers,
- 2) identify all probable right of way impacts, environmental impacts, and nonstandard design features at each barrier location,
- 3) develop and evaluate design alternatives and select a preferred alternative at each barrier location, and
- 4) conduct public engagement during the process.

The City of Salinas will be a project partner throughout the study process to ensure coordination of planning efforts, as well as to build upon the foundation of community engagement that has already been undertaken through past planning efforts. Continued robust community engagement methods will include Walk and Talk Audits, pop ups at community events, and small group conversations (home visits) and surveys.

CEQA CONSIDERATION:

The proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378). If the proposed scope or actions progress to a “project” level, further CEQA analysis will be required to address potential environmental impacts of the proposed project.

STRATEGIC PLAN INITIATIVE:

The proposed study furthers the City Council 2022-2025 Strategic Plan Goals of Infrastructure and Environmental Sustainability and Public Safety. If awarded, grant funds would be used to conduct technical and feasibility studies that further implement actions identified in the Chinatown Revitalization Plan, Vision Zero Action Plan, 2002 General Plan, 2010

City of Salinas Traffic Improvement Program, and 2022 Regional Transportation Plan to increase pedestrian and bicycle safety and access to commercial retail, community services and educational institutions by removing infrastructure barriers that currently divide neighborhoods.

DEPARTMENTAL COORDINATION:

Public Works and Community Development staff are partnering with Caltrans and TAMC on the preparation and submission of the RCP grant application and collaborated on the preparation of this staff report.

FISCAL AND SUSTAINABILITY IMPACT:

The estimated cost of the proposed study is approximately \$500,000. RCP requires a twenty percent (20%) local match of approximately \$100,000. If awarded, Caltrans, TAMC and the City would each contribute a proportional amount towards the local match. If awarded, City participation would include a portion of the local match commitment of up to \$100,000. The recommended funding source of the City's portion of the local match is CIP 9070 (Chinatown Revitalization Plan) and Traffic Fee Ordinance funds (2306-Development Fees-Arterials).

ATTACHMENTS:

1. Resolution authorizing letter of support and local match commitment for California Department of Transportation Reconnecting Communities Planning Grant
2. Draft Letter of Support
3. Reconnecting Communities Grant Application Fact Sheet

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION OF THE SALINAS CITY COUNCIL AUTHORIZING THE MAYOR TO PROVIDE A LETTER OF SUPPORT FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION RECONNECTING COMMUNITIES PILOT PROJECT DISCRETIONARY GRANT

WHEREAS, recent community-driven plans (Downtown Vibrancy Plan, 2015 and Chinatown Revitalization Plan, 2019), city studies (Vision Zero Action Plan, 2021), and regional plans (Regional Transportation Plan, 2022) identify infrastructure and safety barriers that divide low-income communities from employment, retail destinations, medical providers, and rail and bus transit facilities; and

WHEREAS, Caltrans, the City of Salinas, and the Transportation Agency for Monterey County (TAMC) are collaborating on a 2022 Reconnecting Communities Grant application requesting funding to conduct a feasibility study of key bicycle and pedestrian barriers identified in the aforementioned plans along US 101 at Alvin Drive, State Route 183 and Union Pacific Railroad (UPRR) adjacent to Chinatown; and

WHEREAS, the proposed study will identify and evaluate the feasibility of new and improved connectivity over and across the State Highway System (Route 183 and US101), Main Street, and an active rail line (UPRR), where pedestrians and cyclists currently have no viable alternative to cross; and

WHEREAS, the proposed project is consistent with and supports the implementation of the Downtown Vibrancy Plan, Chinatown Revitalization Plan, Vision Zero Actin Plan and the Regional Transportation Plan policies and actions; and

WHEREAS, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378). If the proposed scope or actions progress to a “project” level, further CEQA analysis will be required to address potential environmental impacts of the proposed project.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the Salinas Mayor to submit a letter of support for the Caltrans’ Reconnecting Communities Grant and approving the City’s commitment to fund a portion of the required local match contribution, of up to \$100,000. The recommended funding source of the City’s portion of the local match is CIP 9070 (Chinatown Revitalization Plan) and Traffic Fee Ordinance funds (2306-Development Fees-Arterials)

PASSED AND APPROVED this 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



City of Salinas

OFFICE OF THE MAYOR • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7201 • (831) 758-7368 (Fax) • www.cityofsalinas.org

October 13, 2022

The Honorable Pete Buttigieg
Secretary of the United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

As the Mayor of the City of Salinas, I am writing to express strong support for funding of the “Reconnecting Salinas: Feasibility Study of Key Bicycle and Pedestrian Access Barriers” project through the Reconnecting Communities Pilot (RCP) discretionary grant program. The California Department of Transportation (Caltrans), is the project lead and the City of Salinas is a partner and co-applicant. The City of Salinas is committed to fund its portion of the local match requirements, if awarded.

Caltrans is seeking RCP grant funding to support a feasibility study of alternative crossings at three major transportation barriers that divide the community: U.S. Route 101, State Route (SR) 183, and Union Pacific Railroad in Salinas, California. The study will explore opportunities to improve bicycle and pedestrian mobility and connect low-income housing to employment, retail destinations, medical providers, rail and bus transit facilities, and other economic opportunities.

Recent community-driven plans (Downtown Vibrancy Plan, 2015 and Chinatown Revitalization Plan, 2019), city studies (Vision Zero Action Plan, 2021), and regional plans (Regional Transportation Plan, 2022) identify infrastructure and safety barriers that divide low-income communities from employment, retail destinations, medical providers, and rail and bus transit facilities. Currently, there are no bicycle or pedestrian facilities that allow the community to cross at along US 101 at Alvin Drive, State Route 183 and Union Pacific Railroad (UPRR) adjacent to Chinatown, safely and conveniently. The only existing routes require very long, out-of-direction trips that are not ADA (Americans Disabilities Act) compliant and impose high levels of traffic stress for non-automobile modes.

The study will fulfill RCP’s goals of removing, retrofitting, or mitigating highway barriers that inhibit community connectivity, mobility, and access to economic opportunities. This study will be consistent with Caltrans’ priorities of delivering transportation projects that promote multi-modalism and reduce vehicle-miles traveled, reduce greenhouse gas emissions and criteria air pollutants, and increase equity and access to historically disadvantaged and neglected communities.

This feasibility study is an essential step in overcoming the transportation barriers that have burdened generations of communities living in disadvantaged neighborhoods in Salinas. Funding this study will help to achieve our goals of enhancing the multimodal transportation network and advancing equity and livability in the Salinas community. We believe the study is a strong candidate for RCP 2022 funding and urge you to fund the project.

Sincerely,

Kimbley Craig
Mayor
City of Salinas

Date

Reconnecting Salinas:

Feasibility Study of Key Bicycle and Pedestrian Access Barriers

WHAT IS RCP?

It is the first-ever Federal program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Funding supports planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities.



STUDY PURPOSE

Caltrans, City of Salinas, and Transportation Agency for Monterey County would like to conduct a feasibility study to examine different alternatives for crossing over three (3) major barriers that divide the community:

- **US 101 at Alvin Drive**
- **State Route (SR) 183**
- **Union Pacific Railroad (UPRR) at SR 183**

These barriers divide low-income housing from employment, retail destinations, medical providers, rail and bus transit facilities, and other opportunities. Currently, there are no bicycle or pedestrian facilities that allow the community to cross the barriers

STUDY OUTCOMES

The study will examine:

- Bike and pedestrian mobility
- Accessibility
- Connectivity
- Active Transportation
- Healthier communities
- Goods movement
- Economic development
- Land use efficiency
- Air quality and emissions reduction



FUNDING SUMMARY

Funding Available:

- Planning: \$50 mil/yr
- Capital Construction: \$148+ mil/yr

Funding Requested:

- \$398,400 from USDOT

Total Cost of Project:

- \$498,000

EXPECTED RESULTS

- Conceptual design alternatives.
- Thorough public engagement addressing bicycle and pedestrian crossing needs.
- Economic benefits of addressing the barrier.
- Greater understanding of existing behavior of bicyclists and pedestrians in/around the transportation barriers

APPLICATION DEADLINE:

October 13, 2022.

** The deadline for applications is 11:59 PM EDT on Thursday, October 13,

CONTACT:

Sheridan Nansen

Caltrans District 5

sheridan.nansen@dot.ca.gov



Legislation Text

File #: ID#22-524, Version: 1

- a. **Existing Litigation** - California Government Code Section 54956.9(a), conference with legal counsel regarding, *Estate of Jorge D. Alvarado v. City of Salinas*, Workers' Compensation Appeal Board Case No.: ADJ16038454.
- b. **Existing Litigation** - California Government Code Section 54956.9(a), conference with legal counsel regarding, *Sierra Felker v. City of Salinas*, Workers' Compensation Appeals Board Case Numbers: ADJ9687066; ADJ7810031.
- c. **Labor Relations** - California Government Code Section §54957.6 with its designated labor representatives Steven S. Carrigan, City Manager; Jim Pia, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Mark Roberts, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resources Analyst; and Matt Weatherly, President, Public Sector Personnel Consultants, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Non-Management Employees, Confidential Management Employees, and Department Directors.
- d. **Labor Negotiations** - California Government Code section 54957.6, with its designated labor representatives Steven S. Carrigan, City Manager; Jim Pia, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Mark Roberts, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resources Analyst; Che Johnson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees.
- e. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, *Santa Rita Union High School District, et al. v. City of Salinas et al.*, Monterey County Superior Court Case No. 20CV000242.
- f. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, *Alisal Union School District, et al. v. City of Salinas, et al.*, Monterey County Superior Court Case No. 20CV00340.